

LABOR AGREEMENT

Between

CITY OF LINO LAKES

And

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 299

(Police Officers)

January 1, 2016 through December 31, 2017

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2016 between the City of Lino Lakes, hereinafter called the Employer, and Law Enforcement Labor Services, Local 299, 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.

The Employer and the Union shall, through this Agreement, continue their dedication to the highest quality police service and protection to the residents of the City of Lino Lakes. 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 all employees classified as a Police Officer.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local 299.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local 299.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Lino Lakes Police Department.
- 3.5 EMPLOYER: The City of Lino Lakes
- 3.6 CHIEF: The Public Safety Director of the Lino Lakes Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local 299.
- 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 hour work period including two rest breaks and a lunch break.

- 3.10 REST BREAKS: Two periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 PROBATIONARY PERIOD: As provided by Minn. State Statutes, not to exceed 15 months after date of employment.

ARTICLE 4: EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it 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

- 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 functions not specifically limited by the 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 6: UNION SECURITY

- 6.1 The Employer shall deduct from the wages of the 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 Statutes 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 or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union claims 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: 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 term and conditions of this Agreement.
- 7.2 Union Representative. The Employer will recognize representative 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 that the employee and the Union representative have notified and received prior approval of the designated supervisor who had 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 regarding the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violations 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 Step 1 grievance within 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 the 10 calendar days after Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 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 representative shall give the Union the Employer's Step 2 answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 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 10 calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated

representative shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within 10 calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by Union within 10 calendar days shall be considered waived.

Step 3a. A grievance unresolved in Step 3 may, by mutual Agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

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 an Arbitrator shall be made in accordance with the "Rules Governing and Arbitration of Grievances," as established by the 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 issues submitted in writing by 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 30 days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretation of 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 service and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its 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.
- D. 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.

- E. 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. Employee may use both this grievance procedure and a statutory procedure to the extent that it is required by state and federal law.

ARTICLE 8: SAVINGS CLAUSE

- 8.1 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 provision 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 employment with the Police Department for all hours worked. Seniority rosters shall be maintained by the Chief on the basis of time in grade and time within the specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be placed in the employee's previous position at the sole discretion of the Employer.
- 9.3 Senior-qualified employees shall have first preference on the job based upon job relevant qualifications.

ARTICLE 10: DISCIPLINE

- 10.1 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
- 10.2 Suspensions, demotions, and discharges will be in written form.

- 10.3 Written reprimands, notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall be provided with a copy of such reprimands or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five-day suspension without pay.
- 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 Grievances relating to this Article shall be initiated to the Union in Step 3 of the grievance procedure under Article 7.

ARTICLE 11: CONSTITUTIONAL PROTECTION

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

ARTICLE 12: OVERTIME

- 12.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article. Compensatory time at time and one-half (1½) may be taken, at the option of the employee as payment for overtime worked in lieu of money. Overtime will be calculated in accordance with Fair Labor Standards Guidelines.
- 12.2 Overtime will be distributed as equally as practical.
- 12.3 Overtime refused by employees 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 15 minutes.
- 12.6 Once accumulated, employees may use compensatory time at his or her discretion unless the use would unduly disrupt the workings of the department.
- 12.7 Compensatory time may be accumulated to a maximum of 60 hours. Any hours not used, up to a maximum of 40 hours, by December 15th of each year will be paid out in cash on the last payroll period of the year. Maximum carry over into the following year will be 20 hours.

- 12.8 Mandatory training time, which occurs during the employee's off-duty time, shall be paid at 1½ times the employee's regular base rate of pay or may be accrued as compensatory time at time and one-half (1½) hours for each one (1) hour spent at training, at the employee's election.

ARTICLE 13: COURT TIME

- 13.1 An employee who is required to appear in court during the employee's scheduled off duty time shall receive a minimum of three hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employees for the three-hour minimum. Employees cancelled for court with less than twelve hours' notice, shall receive two hours of pay at their regular rate. An employee may be placed on standby, as determined by the appropriate authority, and shall be compensated two hours pay at the employee's regular rate.

ARTICLE 14: CALLBACK TIME

- 14.1 An employee who is called to duty during the employee's scheduled off duty time shall receive a minimum of two hours of pay at one and one-half (1½) times the employee's base pay rate. An extension or early report of a regularly scheduled shift for duty which exceeds four hours will entitle the employee to two hours of premium pay. If the callback assignment and the employee's regular work shift overlap, the employee shall be paid the callback rate of time and one-half (1½) until their regular shift begins. The regular shift shall continue until the employee's normal quitting time.

ARTICLE 15: SICK LEAVE

- 15.1 Employees shall accrue sick leave at the rate of one day per month. The maximum accrual shall be one hundred twenty (120) work days. Any employee absent on sick leave may be required to present a doctor's slip after three consecutive days.
- 15.2 Sick leave accumulated beyond 90 days will be paid to a deferred compensation plan at 50 percent of the amount earned up to a maximum of 12 days.
- 15.3 Employees are allowed to use sick leave to care for their children on the same basis as an employee. Use of sick leave is allowed for an absence due to illness or injury to an employee's spouse, adult child, sibling, parent, stepparent, or grandparent, but is limited to a combined total of 160 hours for these relatives within a 12-month period.

ARTICLE 16: PARENTAL AND FAMILY LEAVE

- 16.1 The Employer shall grant parental and family leave in accordance with applicable Minnesota statutes and federal law.

ARTICLE 17: VACATIONS

17.1 Employees shall earn vacation leave at the following rate:

0 – 4 years service	.833 days per month	10 days per year
5 – 10 years service	1.25 days per month	15 days per year
11 – 20 years service	one additional day per year to a maximum of 25	

17.2 The maximum carryover of vacation into the next year shall be 240 hours.

17.3 Employees shall not use accrued vacation leave during the first year of employment without Employer authorization.

ARTICLE 18: HOLIDAYS

18.1 Each employee shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

18.2 Employees scheduled to work on any of the listed holidays shall receive 2½ times their regular pay.

18.3 Employees scheduled for a regular day off on any of the listed holidays shall receive two times their regular pay.

18.4 Holiday pay shall be made on or before December 1 of each year.

18.5 Holiday pay shall be made on or before November 15 to November 15 of each year.

ARTICLE 19: HEALTH INSURANCE

19.1 Effective January 1, 2016, Employer will contribute 100% of the premium toward the base single plan (\$444.61) and \$1,010.89 toward the base family plan (Preferred Health HSA). The Employer's contribution for the health savings account (HSA) toward the annual deductibles will be \$1,000 for single coverage and \$2,500 for family coverage.

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.

- 19.2 The Employer agrees to pay \$37.50 a month toward dental insurance coverage. The Employer agrees to deduct the difference between the Employer's contribution and the Employee's contribution from each Employee's salary and forward the total premium to the Dental Plan Administrator.
- 19.3 The cash option for waiving health insurance coverage will be \$300 for the term of this contract.
- 19.4 The Employer agrees to establish a cafeteria type health benefit program for employees who could benefit for Income Tax purposes. These two concessions are not monetary issues and can be handled administratively.
- 19.5 The Employer shall provide long-term disability insurance to all eligible employees and pay 100% of the premium.
- 19.6 The Employer shall provide a \$25,000 life insurance policy for all eligible employees.

ARTICLE 20: FUNERAL LEAVE

- 20.1 At the discretion of the Employer, a maximum of up to three consecutive work days off with pay will be allowed following the death of a spouse, son, daughter, father, mother, brother, sister, father/mother-in-law, brother/sister-in-law, grandmother, grandfather, or domestic partner.

ARTICLE 21: INJURY ON DUTY

- 21.1 An employee injured on duty shall receive the employee's net salary, less any Worker's 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 net 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: FALSE ARREST INSURANCE

- 22.1 The Employer shall purchase false arrest insurance for each employee.

ARTICLE 23: CLOTHING ALLOWANCE

- 23.1 The Employer agrees to provide each new employee with all required uniforms and equipment. After one year of service, each full-time employee will be credited with a prorated uniform allowance on their anniversary date and then receive a full uniform

allowance on January 1st each year thereafter. The annual clothing allowance for the term of this contract is \$780.00.

The Employer will replace any clothing damaged in the line of duty. An employee may carry over a maximum of one year's allowance from one calendar year to the next.

23.2 The Employer shall administer the clothing allowance credit so that vendors bill the City directly for uniform and equipment orders. Selections are subject to approval.

ARTICLE 24: WAGES

Police Officer:	1/1/15	1/1/16 (2.5% + .5% Market Adjustment)	1/1/17 (2.5% + .5% Market Adjustment)
Start	\$4,186	\$4,312	\$4,441
After 12 months	\$4,808	\$4,952	\$5,101
After 24 months	\$5,403	\$5,565	\$5,732
After 36 months	\$6,048	\$6,229	\$6,416

Investigator: Employees classified or assigned by the Employer to the following job classification or position will receive \$200 dollars per month or \$200 dollars pro-rated for less than a full month in addition to their regular wage rate.

School Resource Officer: Employees classified or assigned by the Employer to the following job classification or position will receive \$170 dollars per month or \$170 dollars pro-rated for less than a full month in addition to their regular wage rate during the regular school year.

Police Training Officer: Employee's classified or assigned by the Employer to the aforementioned job classification or position will receive 1.5 hours of compensatory time per shift when working in the classification only.

ARTICLE 25: SEVERANCE

25.1 The City agrees to pay 50% of unused sick leave to employees upon retirement. In order to qualify, the employee must have ten years of service within the department. The maximum benefit received cannot exceed 60 days.

25.2 Effective January 1, 2008, the Employer agrees to establish and administer a post employment health care savings plan for the employees of this bargaining unit. Effective January 1, 2008, the entire amount of the above benefit shall be placed into the employee's individual health care savings account upon their separation of employment.

ARTICLE 26: SPECIAL CONDITIONS

26.1 Any benefits outlined in this contract shall not apply to part-time employees.

ARTICLE 27: P.O.S.T. TRAINING/PEACE OFFICER LICENSE

27.1 The Employer will pay the cost of the Employee's Peace Officer License (\$90.00).

ARTICLE 28: DURATION

This Agreement shall be effective as of the 1st of January 2016 and shall remain in full force and effect until the 31st day of December 2017.

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

CITY OF LINO LAKES:

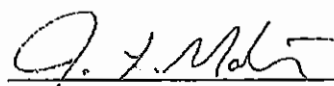


Mayor

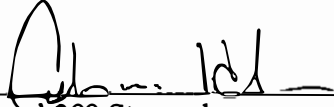


City Clerk


LELS LOCAL 299:



LELS Business Agent



Local 299 Steward



Local 299 Steward

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Lino Lakes ("City") and Law Enforcement Labor Services, Inc., Local #299 ("Union").

WHEREAS, the City and the Union are parties to a 2016-2017 collective bargaining agreement ("CBA");

WHEREAS, Union members are licensed police officers whose duties have been limited to law enforcement;

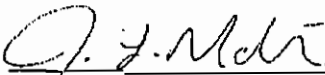
WHEREAS, the City resolved to utilize and train licensed Lino Lakes police officers in the capacity of firefighters;

WHEREAS, the CBA does not provide compensation that recognizes the firefighter training or performance of firefighter duties;

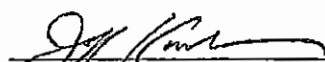
NOW, THEREFORE, the parties agree that:

1. Lino Lakes police officers may volunteer to be trained as Lino Lakes firefighters.
2. Upon successful completion of firefighter training (Fire 1, Fire 2, and Hazmat), an officer will receive premium pay of \$1.30 per hour, in addition to any other premium pay, for all hours worked as a Lino Lakes police officer, whether performing licensed police officer or firefighter duties.
3. Firefighter-trained officers are not obligated to respond to fire calls while they are off-duty.
4. Firefighter-trained officers who respond to a fire call while off-duty will be paid at their overtime rate.

**FOR LAW ENFORCEMENT
LABOR SERVICES, INC.
(LOCAL #299)**


Business Agent _____ Date 11/29/14

**FOR THE CITY OF
LINO LAKES**


City Administrator _____ Date 4/25/16