

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MANKATO**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**(LOCAL 276)**  
**SUPERVISORS' UNIT**

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Effective January 1, 2016 through December 31, 2018

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**ARTICLE 1. PURPOSE OF AGREEMENT.**

This AGREEMENT entered into between the City of Mankato, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc. (Local 276), hereinafter referred to as the UNION, is intended to set forth the results of collective bargaining negotiations between the EMPLOYER and the UNION.

1.1 Its purpose is to establish terms and conditions of employment for employees in the bargaining unit.

1.2 To establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.

1.3 Specify full and complete understanding of the parties.

**ARTICLE 2. RECOGNITION.**

2.1 EMPLOYER, pursuant to the certification of the State of Minnesota, Bureau of Mediation Services (MN BMS) in Case No. 00PCE-1348, recognizes Law Enforcement Labor Services, Inc. (Local 276), as the exclusive representative of all essential licensed police supervisory employees within the Public Safety Department of the City of Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding the Public Safety Director, Deputy Public Safety Directors, and confidential employees.

2.2 In the event that 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.

2.3 Neither the EMPLOYER nor the UNION shall discriminate on any basis prohibited by law.

**ARTICLE 3. MANAGEMENT RIGHTS.**

3.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; set and amend budgets; to determine the utilization of technology; to establish or modify organizational structures; 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.

3.2 Any terms or 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 4. GRIEVANCE PROCEDURE.**

##### **4.1 Definitions.**

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.

B. Days. "Days" means calendar days.

C. Service. "Service" means personal service or by certified mail.

D. Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions of the AGREEMENT in dispute, and the relief requested.

E. Answer. "Answer" means a concise response outlining the EMPLOYER'S position on the grievance.

4.2 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 the AGREEMENT.

4.3 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 were 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 of the EMPLOYER.

4.4 Procedure. Grievances, as defined in Section 4.1, 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) working days after such alleged violation has occurred, present such grievance to the employee supervisor who issued the discipline, or other supervisor, or EMPLOYER designee. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within twenty-one (21) working 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) working 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) working days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the Director of Public Safety or EMPLOYER designated representative who shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working 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) working 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 Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the MN BMS.

#### **4.5 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 issues 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 decisions shall be

submitted in writing within thirty (30) days following 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, the cost shall be shared equally.

**4.6 Waiver.** If a grievance is not presented by the UNION 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 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 at each step.

**4.7 Choice of Remedy.** If, as a result of the written EMPLOYER response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 4.4, or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 3 of Article 4.4, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 4.4. The aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved from making a subsequent appeal through Step 3 of Article 4.4. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**ARTICLE 5. UNION ACTIVITY.**

**5.1** The UNION agrees to conduct its business off the job as much as possible. The UNION shall be allowed to hold its meetings at the Mankato Public Safety Center. This Article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in the AGREEMENT and shall not work to prevent certain routine business such as the posting of notices and bulletins, provided that permission is first obtained from the commanding officer or superior officer of that member.

**5.2** The EMPLOYER hereby agrees not to deduct such reasonable time from pay of such officer, member, or representative if prior permission is granted and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representatives. Spokespersons for the bargaining committee and grievance committee for the purpose of dealing with the EMPLOYER shall be limited to no more than three (3) members. The EMPLOYER will allow only one (1) on duty employee paid time off at a time. The UNION agrees to provide the EMPLOYER with the names of said persons.

**5.3** The EMPLOYER agrees to furnish a bulletin board for the use of the UNION. The UNION agrees that this bulletin board shall be used for the posting of UNION materials and such materials will be in good taste.

**ARTICLE 6. SICK LEAVE.**

**6.1** Sick leave will be granted in not less than one-half (1/2) hour units, which is to mean that any time less than one-half (1/2) hour will be charged as one-half (1/2) hour of sick leave. An eighty percent (.8) hour conversion will be used for ten (10), eleven (11) and twelve (12) hour shifts. Example: A twelve (12) hour shift would reflect use of nine and six-tenths (9.6) hours, an eleven (11) hour shift would reflect use of eight and eight-tenths hours (8.8), and a ten (10) hour shift would reflect use of eight (8) hours. Sick leave use of eight (8) hours or less would remain hour for hour. The eighty percent (.8) hour conversion only applies to full shifts.

**6.2** Sick leave shall be granted only in the case of necessity in actual sickness or disability injury to the employee or because of unexpected illness or death in the employee's immediate family. Immediate family includes relatives by blood, marriage, or adoption. Sick leave, not to exceed three (3) days, may be used when an



employee's presence is required at home or in the hospital by reason of serious illness or hospitalization of a member of the employee's immediate family, but in no case shall such sick leave exceed the actual duration of the emergency in question. Such sick leave shall not be granted merely to permit an employee to care for children or to perform household duties, but shall be allowed to permit the employee to make arrangements for appropriate care to be provided.

**6.3** Sick leave may be used in the same manner as by the employee for spouse, siblings, adult children, parents, grandparents, and step parents. The amount of sick leave an employee may use for this expanded group is up to 160 hours of accrued sick leave. This provision is not intended to limit the utilization of sick leave in any other provision of this article.

**6.4** The condition in granting sick leave requires the employee to be ill or injured to the degree that prevents the employee from performing their regular assigned duties. The employee shall call the designated supervisor no later than two (2) hours before their regularly scheduled starting time unless their illness or injury prevents them from doing so, provided that they will comply with this provision at the earliest possible time. An employee shall call each day they are absent in any case where the EMPLOYER questions their continued need for sick leave. In the case where sick leave is taken for attendance on a member of the immediate family, the emergency shall not be predictable and only sufficient time shall be allowed to permit the employee to make arrangements for appropriate care to be provided.

**6.5** An employee injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work and who is thereby covered by Worker's Compensation benefits will be paid only such sums as, together with Worker's Compensation payments to equal their base pay, but only for a period of time that equals their accumulated sick leave. This payment will never be for a period longer than their accumulated sick leave. The Safety and Loss Control Coordinator will contact the employee who is receiving a Worker's Compensation check. The employee will endorse the payment to the EMPLOYER. The employee will then be banked back "earned" sick time by dividing the amount of the check by the employee's hourly base rate of pay, rounded to the next whole number. Worker's Compensation payments are not subject to PERA withholding. Such Worker's Compensation amounts will appear on the employee's direct deposit receipt. Payments under the Statute are not subject to income

tax withholding, but they are subject to Social Security and Medicare taxes to the same extent as the employee's regular wages. However, the payments are no longer subject to Social Security and Medicare Taxes after the expiration of six (6) months following the last calendar month in which the employee worked for the EMPLOYER.

**6.6** No sick leave will be paid to employees while actually working either for the EMPLOYER or others.

**6.7** A doctor's certificate may be required by the EMPLOYER for sick leave use. The doctor's certificate shall be obtained at the expense of the employee.

**6.8** Sick Leave Accrual. Employees in the bargaining unit shall acquire sick leave at the rate of sixteen (16) hours for each month of continuous service during the first five (5) years of service. Thereafter, employees shall acquire sick leave at the rate of 3.6923 hours for each pay period (bi-weekly) of continuous service. There shall be no limit on the maximum accumulation of such sick leave.

**6.9** At the time of separation from service of the EMPLOYER due to death, retirement, dismissal or any other cause, employees shall be paid in an amount equal to twenty-five percent (25%) of all accumulated sick leave and may participate in any City policy adopted related to payout of sick leave at the time of retirement (Employee Handbook-Chapter 7-Employee Leaves) Days shall be defined as eight (8) hours for the purpose of determining the payoff amount in Article 6.9.

**6.10** Employees will use one (1) hour per pay period from their accrued sick leave balance, plus an additional twenty dollars (\$20.00) per pay period, to go towards the payment of a Post Employment Health Care Savings Account.

**6.11** Employees can participate in the City of Mankato's Sick Leave Sell Back Program. (Employee Handbook-Chapter 6-Employee Benefits)

**ARTICLE 7. LEAVES OF ABSENCE.**

**7.1** Employees will be granted leaves of absences as provided by law or City policy. (Employee Handbook-Chapter 7-Employee Leaves)

**ARTICLE 8. MILITARY LEAVE.**

8.1 Employees will receive Military Leave as provided by law. (Employee Handbook-Chapter 7-Employee Leaves)

**ARTICLE 9. DISCIPLINE.**

9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in any of the following forms:

- A. Verbal reprimand.
- B. Written reprimand.
- C. Suspension.
- D. Demotion.
- E. Discharge.

9.2 Suspension, reductions, and discharges will be in written form.

9.3 Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and notices of suspension and discharge.

9.4 Employees may examine the City's personnel files for them at reasonable times under the direct supervision of the EMPLOYER.

9.5 An employee under investigation for possible disciplinary action may request the presence of a UNION representative at any questioning of the employee by the EMPLOYER.

9.6 Grievances relating to termination will be initiated by the UNION in Step 2 of the grievance procedure (Article 4.4).

**ARTICLE 10. HOURS OF WORK.**

10.1 The EMPLOYER has the right to establish employee work schedules.

10.2 Work schedules showing employees' shift, work days, shall be maintained by the Director of Public Safety or designated representative.

**10.3** Full-time non-exempt Sergeants will work two thousand eighty (2080) hours annually to be accounted for by each employee through:

- A. Hours worked.
- B. Holidays.
- C. Assigned training.
- D. Authorized paid time off.

**10.4** If an individual member of the bargaining unit's work schedule is arbitrarily changed, such change shall be subject to the grievance procedure.

**10.5** Established work schedules will remain in effect until changed. Changes in work schedules will be communicated to affected employees with as much advance notice as practicable.

#### **ARTICLE 11. OVERTIME.**

**11.1** Full-time non-exempt Sergeants shall be eligible for overtime. Overtime for Sergeants is calculated on the Sergeant's base wage for hours worked in excess of a regularly scheduled shift at a rate of one and one-half (1.5) hours for each hour worked.

**11.2** For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

**11.3** "Compensatory Time" defined as time off in exchange for overtime, is available to Sergeants when the Sergeant and EMPLOYER agree to Compensatory Time in exchange for overtime pay. Compensatory Time is accrued at a rate equal to one and one-half (1.5) hours for each hour worked. Compensatory Time may be banked to a maximum of eighty (80) hours after which the Sergeant must receive overtime pay. As of the last payroll period of each year, all Sergeant compensatory time in excess of forty (40) hours will be cashed out.

#### **ARTICLE 12. REPORTING AND STANDBY TIME.**

**12.1** Reporting and Standby Time: Sergeants called in outside their regular working hours for pre-planned administrative meetings that typically occur twice a month shall be paid a minimum of two (2) hours of overtime at the rate of one and one-half (1.5) their hourly rate; and shall be paid a minimum of three (3) hours of overtime at the rate of one and one-half (1.5) their regular hourly rate for all other work outside of

regularly scheduled hours, except that if the call-in time is within two (2) hours of the regular starting time, the Sergeant shall receive two (2) hours of overtime.

**12.2** When a Sergeant is required to appear in court during their off-duty time, the Sergeant shall be compensated a minimum of three (3) hours at one and one-half (1.5) their regular hourly wage unless the Sergeant is required by the court to appear longer than three (3) hours, in which case the Sergeant shall be compensated at one and one half (1.5) the Sergeant's hourly rate for the duration. When court is scheduled two (2) hours before the start of the Sergeant's shift, the Sergeant shall receive two (2) hours of overtime. For the purposes of the interpretation of this paragraph, the phrase "to appear in court" shall include all times during which such court may be in session and during which times the Sergeant is required to remain at or about the Justice Center pursuant to the reconvening of such court; provided, however, that such recesses shall not include any normal luncheon recess in excess of one (1) hour of duration. Employees shall be entitled to three (3) hours pay at the overtime rate when a regularly scheduled court appearance is canceled without twenty-four (24) hours notice.

**12.3** Sergeants required by the EMPLOYER to be on-call shall be compensated at a rate of \$5.00 per hour for those hours required to be on-call.

### **ARTICLE 13. OUT OF CLASSIFICATION.**

**13.1** The EMPLOYER agrees to pay EMPLOYEES, as part of the bargaining unit, fifty percent (50%) of the difference above their base rate of pay and the assigned out-of-class base rate of pay for the hours whenever working out-of-class for a duration of more than one week. It is understood that the determination as to whom, when, for how long and how many persons will work out-of-class assignments, is solely at the discretion of the EMPLOYER.

### **ARTICLE 14. HOLIDAYS.**

**14.1** All employees shall receive eighty-eight (88) holiday units each year, credited to them on January 1, to be taken in the same fashion as vacations outlined in Article 15.2 of this AGREEMENT. The use of eight (8) holiday units shall entitle an employee to be off during one (1) of the employee's regularly scheduled shifts.

**14.2** Eight (8) of the holiday units are provided as a floating holiday, which must be used as the first leave day each year. Should an employee not take any leave during the year, the maximum pay for unused holidays shall be for eighty (80) hours.

**14.3** Employees covered by this AGREEMENT shall receive one and three-quarter percent (1.75%) per hour increase in their wages in lieu of any premium pay for work performed on holidays.

**14.4** All personnel will be paid in the last pay period of the year for unused holidays from the year. The value of unused Holiday Units shall be one (1) hour, regardless of the schedule being worked by the employee.

**ARTICLE 15. VACATIONS.**

**15.1** All employees in the bargaining unit shall earn vacation on the following schedule (refer to table in 15.1):

<b>Years of Service</b>	<b>Vacation Time Hours per Pay Period</b>	<b>Accumulate Up To</b>
0 – 5 years	3.077 hours per pay period	400 hours
6 – 10 years	4.615 hours per pay period	400 hours
11 - 14 year	5.231 hours per pay period	400 hours
15 - 20 years	6.154 hours per pay period	400 hours
21 years	6.462 hours per pay period	400 hours
22 years	6.769 hours per pay period	400 hours
23 years	7.077 hours per pay period	400 hours
24 years	7.385 hours per pay period	400 hours
25 years	7.692 hours per pay period	400 hours
26 years	8.000 hours per pay period	400 hours
27 years	8.308 hours per pay period	400 hours
28 years	8.615 hours per pay period	400 hours
29 years	8.923 hours per pay period	400 hours
30 years	9.231 hours per pay period	400 hours

**15.2** All employees in the bargaining unit shall be allowed to take vacation each year within the limits set up in this Article. Employees making application for annual vacation during the period November 1 through January 1 immediately preceding the period for which they are requesting said vacation, shall be granted vacation on the basis of seniority. After January 1, vacation time shall be granted with compensation days for holidays on a “first come, first served” basis. If not denied by the Director of Public Safety or the Director's designee, within ninety-six (96) hours of being presented

to the employee's supervisor, vacation leave shall be considered approved. When granted by the Director of Public Safety or the Director's designee, vacation shall not be revoked except in the case of emergency. The Director of Public Safety or the Director's designee shall grant vacations at their own discretion so that the normal operation of the Department will not be interrupted. However, once granted, such vacation shall not be revoked except in the case of emergency.

**15.3** Vacation will be granted in not less than one-half (1/2) hour increments, which is to mean that any time less than one-half (1/2) hour will be charged as one-half (1/2) hour of vacation.

**15.4** Vacation Purchase Program. Employees may participate in the City's Vacation Purchase Program. (Employee Handbook-Chapter 6-Employee Benefits)

**15.5** Any regular full-time employee leaving employment with the City shall be compensated for vacation leave accrued to the day of separation of the employee's last full-time pay, provided the following:

A. Must give at least two (2) weeks' notice in writing of termination of employment.

B. Must not be terminated due to misconduct. If any of these applies, an employee will not be eligible for payment of earned but unused vacation, unless required by state law.

**15.6** Employees may participate in the City of Mankato's Vacation Sell Back Program. (Employee Handbook-Chapter 6-Employee Benefits)

## **ARTICLE 16. SENIORITY / LAYOFF.**

**16.1** Seniority shall be determined by the Employee's length of continuous full-time employment within this bargaining unit in the Department of Public Safety and the seniority list will be posted in an appropriate location.

**16.2** Layoff shall be by seniority; employees will have bumping rights to the next lower classification. Recall shall be governed by seniority. If a job is reinstated, employees shall have the right to exercise bumping rights to the reinstated job. There shall be a two (2) year limitation on recall. Notice shall be given by certified mail to last known address of record. Employees shall have ten (10) days to respond to indicate their interest.

**ARTICLE 17. UNIFORM / WEAPON ALLOWANCE.**

**17.1** The cost for uniform purchase and maintenance of uniforms, approved weapon, leather related to the weapon (holster and ammo pouches), shall be borne by the employee. However, if an employee is required to modify or change their specified uniform at the direction of the employer, that cost shall be incurred by the EMPLOYER. In addition, if an employee's uniform is damaged beyond repair in the scope of the employee's duties, the cost of the replacement shall be incurred by the EMPLOYER. "Approved" weapons are those weapons identified in the Department of Public Safety's Firearms Policy and Patrol Rifle Policy (312 and 432 respectively). The EMPLOYER shall provide the employee a reimbursement of nine hundred fifty dollars (\$950.00) in 2016; and nine hundred seventy-five (\$975) in 2017 and in 2018 made in one (1) annual payment either in the first or second payroll period in January. If an employee leaves employment of the EMPLOYER prior to December 31, after receiving the annual uniform/weapon allowance for that year, the employee shall reimburse the EMPLOYER for the unused portion of the allowance at a rate of \$79.17 per month in 2016, and \$81.25 per month in 2017 and in 2018, payable to half month.

**17.2** New employees shall receive up to a two (2) year advance of their uniform allowance, upon the employee's request. When an advance is provided to a new employee and the employee resigns or is terminated within the timeframe of the advance, the employee must reimburse the EMPLOYER for the prorated share of the allowance. Reimbursement must be made prior to leaving the employment of the EMPLOYER, or the City will withhold the prorated share from the employee's final pay.

**17.3** The EMPLOYER will provide duty ammunition and ammunition for required training and qualification.

**ARTICLE 18. EDUCATION.**

**18.1** The EMPLOYER will continue to provide and pay for the police training and certification necessary for possessing certification as determined by management.

**18.2** Employees will be reimbursed tuition costs per City Policy. (Employee Handbook-Chapter 20-Travel, Training, Conference & Meetings)

**18.3** Employer will pay the P.O.S.T. License fee.



**ARTICLE 19. INSURANCE.**

**19.1** The EMPLOYER will contribute ninety percent (90%) of the premium cost and the employee will contribute ten percent (10%) of the premium cost for dependent/family coverage for the Traditional Plan option for full-time employees. The EMPLOYER will contribute one hundred percent (100%) of the premium cost for single coverage for the City's Traditional Plan.

Effective January 1, 2017, an employee choosing the dependent/family or single Double Gold Limited plan, shall pay the difference in premium between the Traditional Plan and the Double Gold Limited plan at the employee's expense.

**19.2** The EMPLOYER will pay an insurance rebate to those employees that decide to take single health insurance coverage instead of dependent/family health insurance coverage. This rebate will be fifty percent (50%) of the difference in cost between the single coverage and the dependent/family coverage. Effective December 27, 2010 (the first pay period of 2011) and thereafter, the rebate will be as follows:

\$322 / month	Traditional Plan
\$250 / month	Double Gold Limited with Co-Pay

Employees hired after January 1, 2009 will not be eligible for the insurance rebate. Effective January 1, 2011, employees will not be eligible for the insurance rebate if they switch from dependent/family to single coverage.

**ARTICLE 20. PROBATION.**

**20.1** Current employees who are newly promoted shall serve a six (6) month probation period following promotion; and newly hired employees shall serve a twelve (12) month probation period following date of hire.

**20.2** During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.

**ARTICLE 21. WAGE RATE.**

Police Commanders and Sergeants shall be as follows:

21.1 Effective the first day of each month indicated the monthly base wage for Police Commanders and Sergeants shall be as follows:

**POLICE COMMANDERS  
Hourly Wages**

<b>COMMANDERS</b>	<b>2016-Jan 1</b>	<b>2017-Jan 1</b>	<b>2018-Jan 1</b>	<b>2018-July 1</b>
	<b>3%</b>	<b>3%</b>	<b>2%</b>	<b>1%</b>
<b>1st Grade Commander</b>	41.4028	42.6449	43.4978	43.9328
<b>2nd Grade Commander</b>	40.2449	41.4522	42.2812	42.7040
<b>3rd Grade Commander</b>	38.9572	40.1259	40.9284	41.3377

**POLICE SERGEANTS  
Hourly Wages**

<b>SERGEANTS</b>	<b>2016-Jan 1</b>	<b>2017-Jan 1</b>	<b>2018-Jan 1</b>	<b>2018-July 1</b>
	<b>3%</b>	<b>3%</b>	<b>2%</b>	<b>1%</b>
<b>1st Grade Sergeant</b>	36.5981	37.6960	38.4499	38.8344
<b>2nd Grade Sergeant</b>	35.5376	36.6037	37.3358	37.7092
<b>3rd Grade Sergeant</b>	34.3364	35.3665	36.0738	36.4345
<b>4th Grade Sergeant</b>	33.6438	34.6531	35.3462	35.6997

Note: The base wages for both Commanders and Sergeants includes an increase of three percent (3%) for 2016, three percent (3%) increase for 2017, a two percent (2%) increase on January 1, 2018, and a one percent (1%) increase on July 1, 2018. Movement through the step plan occurs on the promotion anniversary date of the employee.

For the years 2017 and 2018, the Employer and Union agree to re-open negotiations at either parties' request concerning the results or recommendations of the compensation study completed in 2016.

21.2 Performance Pay Plan. Employees on the Performance Pay Plan shall participate in the City of Mankato's Performance Pay Plan as per City policy. (Employee Handbook-Chapter 3-Employment Guidelines). Performance Pay Plan awards shall be awarded based on the Employee's annual performance evaluation by a supervisor; the award given may be between 0% and 5% of their annual salary evaluation period.

Performance Pay Plan awards and performance evaluations shall not be subject to the grievance procedure outlined in this AGREEMENT. Appeals follow procedures outlined in the Employee Handbook surrounding Performance Pay Plan. (Employee Handbook-Chapter 3–Employment Guidelines.)

**21.3 Differential Pay.** Employees shall receive seventy-five dollars (\$75.00) a month in 2016; one hundred five dollars (\$105.00) a month in 2017; and one hundred thirty-five dollars (\$135.00) in 2018; in differential pay if they work the following:

- A. A rotating shift schedule requiring an employee to work later than 9:00 p.m. or prior to 6:00 a.m.; OR
- B. Are subject to routine call outs during the above stated time periods.

**ARTICLE 22. STATE OF EMERGENCY.**

In the event of a State of Emergency such as, but not limited to, tornado, flooding, terrorist attack, and/or pandemic declared by the President or Governor, directly affecting the corporate limits of the City of Mankato:

**22.1** The EMPLOYER may assign employees to perform work outside their normal duties and responsibilities as the EMPLOYER determines is necessary to provide emergency disaster services.

**22.2** The EMPLOYER will provide employees with available protection as appropriate for the nature of the disaster and disaster service activities, such as vaccinations and protective clothing, while they are engaged in disaster service activities.

**22.3** In the event of a disaster, the timelines set forth in this AGREEMENT will be suspended, including, but not limited to, job posting periods, grievance procedure, work schedule changes, probation periods, and collective bargaining negotiations. Any grievance actions or other timelines suspended during the declared State of Emergency will be reactivated immediately upon expiration of a State of Emergency.

**ARTICLE 23. SAVINGS CLAUSE.**

**23.1** If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by any reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

**ARTICLE 24. WAIVER.**

24.1 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.

24.2 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 terms or conditions 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 unequivocally waive 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 parties at the time this contract was negotiated or executed.

**ARTICLE 25. DURATION OF AGREEMENT.**

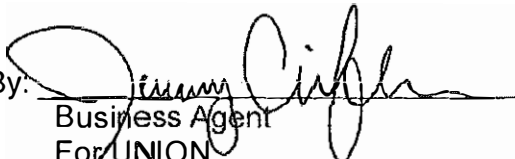
25.1 This AGREEMENT shall be effective as of January 1, 2016 and shall remain in full force and effect until December 31, 2018.

IN WITNESS WHEREOF, the undersigned have caused this AGREEMENT to be executed this 26<sup>th</sup> day of September, 2016.


IN PRESENCE OF:

LAW ENFORCEMENT LABOR  
SERVICES, INC. (LOCAL 276)

CITY OF MANKATO

By:   
Business Agent  
For UNION

By:   
City Manager  
For EMPLOYER

By:   
Steward  
For UNION 29 SEPT. 2016