

LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLE GROVE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

POLICE OFFICERS UNION

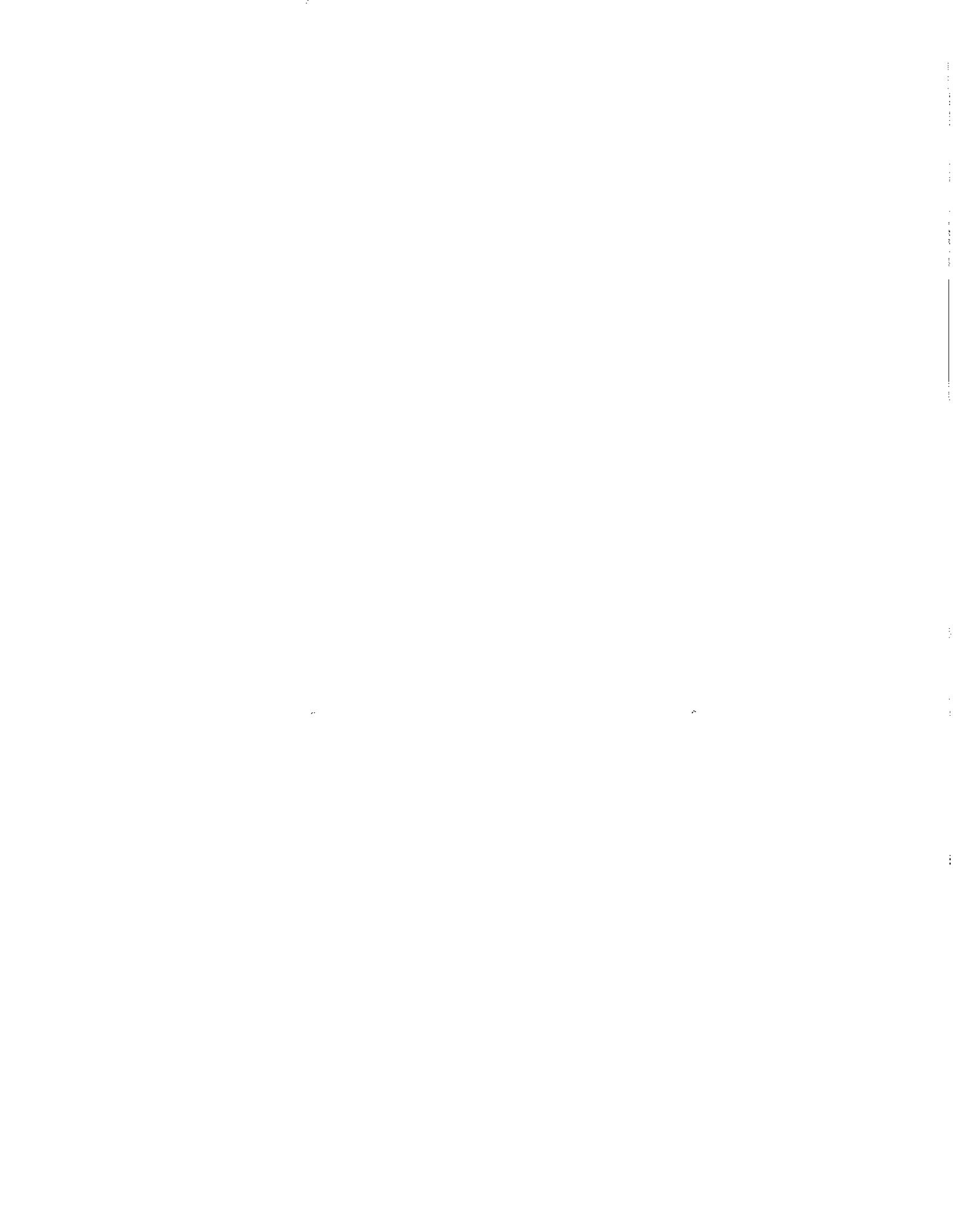
(LOCAL 132)

Effective: January 1, 2016 through December 31, 2018



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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the City of Maple Grove, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (LELS), hereinafter called the Union. It is the intent and purpose of this Agreement to:
- (a) Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - (b) Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
 - (c) Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.
- 1.2 The Employer and the Union through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of the City of Maple Grove. 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 in a unit defined as all essential employees of the City of Maple Grove Police Department, Maple Grove, Minnesota, who are public employees within the meaning of Minnesota Statutes §179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE 3 – DEFINITIONS

- 3.1 *Union:* Law Enforcement Labor Services, Inc. (LELS).
- 3.2 *Employer:* The City of Maple Grove.
- 3.3 *Chief:* The Chief of the City of Maple Grove Police Department.
- 3.4 *Union Officer:* Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local #132).
- 3.5 *Overtime:* Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.6 *Scheduled Shift:* A consecutive hour work period including one rest break and a lunch break.
- 3.7 *Rest Break:* One period during the *Scheduled Shift* during which the employee remains on continual duty and is responsible for assigned duties.
- 3.8 *Lunch Break:* A period during the *Scheduled Shift* during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 *Employee:* A member of the exclusively recognized bargaining unit.
- 3.10 *Day:* A day is equivalent to 8 hours, and all benefits referenced in this contract which are based on days are equivalent to an 8 hour day, unless noted otherwise. Any days off given for disciplinary reasons however, shall be equal to the number of hours of an employee's assigned shift. For example, if an employee works 10 hour shifts and was suspended without pay for 3 days, this would be the equivalent of 30 hours.

ARTICLE 4 – EMPLOYER SECURITY

- 4.1 Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal function of the Employer.

ARTICLE 4A – UNION SECURITY

- 4A.1 The Union may designate employees from the bargaining unit to act as Stewards and alternates, who shall have the right to process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted from the employee's supervisor. The Union shall inform the Employer in writing of such choice and of any changes in the position of Steward and/or alternate.
- 4A.2 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted directly to the Union.
- 4A.3 The Employer shall deduct fair share fees pursuant to Minnesota Statutes §179A.06, subd. 3, from the wages of employees who are not members of the Union. Such monies shall be remitted directly to the Union.
- 4A.4 The Employer will provide a bulletin board for posting union related business.
- 4A.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements 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 5 – EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel resources, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 – SAVINGS CLAUSE

- 6.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Maple Grove, Minnesota. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement no decree or appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 7 – SENIORITY

- 7.1 Seniority shall be defined as a full-time employee's length of continuous service with the Employer since his/her last hiring date. The last hiring date shall mean the date upon which an employee first reported for work at the direction of the Employer, since which he/she has not quit, retired, been transferred outside the Union or been discharged.

- 7.2 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 reassigned employee may be returned to his or her previous position at the sole discretion of the Employer.
- 7.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. If a laid off employee is recalled to work, he or she must report to work within 30 days or lose the right to be recalled. An employee on layoff shall have an opportunity to return to work within 2 years of the time of his or her layoff before any new employee is hired. If an employee is not rehired within the 2 years of his or her layoff, the employee's seniority right for rehire shall terminate.
- 7.4 Seniority shall be the basis for shift bids. The person holding seniority and requesting another shift will relinquish their rotation and accept the new shift in its present rotation. The person bumped will accept the open shift in its present rotation. Any inconvenience or extra time worked because of a shift change by seniority, will be the responsibility of the shifts involved.
- 7.5 Vacation periods shall be granted on the basis of seniority as follows:
 - Bid Period: From November 1st to December 15th, with all vacation requests approved or denied by December 31st of each calendar year. After this date, it will be on a first come first serve basis.

ARTICLE 8 – PROBATIONARY PERIOD AND JOB SECURITY

- 8.1 Prior to being hired, an individual must be licensed or certified eligible for license through the Minnesota Board of Peace Officer Standards and Training (P.O.S.T.). The initial license cost for newly hired officers who are certified eligible for license upon hire, shall be paid by the City. The Employee shall reimburse the City the full cost of the license if the officer does not successfully complete the probationary period.
- 8.2 Any new or rehired employee must successfully pass a 12 month probationary period for continued employment status.

ARTICLE 9 – DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - (a) Oral reprimand;
 - (b) Written reprimand;
 - (c) Suspension;
 - (d) Demotion; or
 - (e) Discharge
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees will receive a copy of such reprimands and/or notices for any disciplinary action noted in Article 9.1, and it shall be the responsibility of the employee to copy the union if desired.
- 9.4 Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.
- 9.5 Discharges will be preceded by a 5 day suspension without pay.

ARTICLE 10 – GRIEVANCES

- 10.1 Grievance: A grievance is a written claim or complaint by an employee over the interpretation or application of the express terms and conditions of this Agreement.
Immediate Supervisor: For police officers the immediate supervisor shall be the Police Sergeant in charge of the shift on which the alleged grievance occurred. The immediate supervisor for the Investigators shall be the Police Investigative Sergeant.
- 10.2 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 this Article. The Union shall notify the Employer in writing of the names.
- 10.3 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 the Union representative shall be allowed a reasonable amount of time without loss of pay when the grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 10.4 Procedure: Grievances, as defined by 10.1, shall be resolved in conformance with the following procedure.

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The immediate supervisor will discuss and give an answer to such 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 fact on which it is based, the provision or provisions of the Agreement, allegedly violated, and the remedy requested and shall be appealed to Step 2 within 10 calendar days after the immediate supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Bargaining Unit 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 Chief of Police or the Chief's designated representative. The Chief of Police or 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 Chief of Police or 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 City Administrator or the City Administrator's designated representative. The City Administrator or 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 City Administrator's or designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

Step 4: If the grievance is not resolved in Step 3, the Union may petition within 10 calendar days of receipt of the City Administrator's or the City Administrator's designated representative's answer in Step 3, the Division of Mediation Services for assistance in

settling the grievance through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the aggrieved employee may request arbitration of the dispute.

Step 5: A grievance not resolved in Step 4 may be submitted to grievance arbitration subject to 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 Division of Mediation Services (BMS). BMS may be requested by either party to submit a list of 7 persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of 7 names. The last remaining name shall serve as the arbitrator.

- 10.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific 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. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever 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.

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 witness. 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.

- 10.6 Choice of Remedy: If at any time prior to the submission of or during the proceeding of any grievance, an employee elects to also pursue relief on the same set of facts before any court or state or federal agency, said grievance shall immediately be waived and may not be further processed through this grievance procedure. The grievance in this case would not be subject to the arbitration process and the aggrieved employee shall indicate in writing which procedure is to be utilized – the arbitration process as provided for in this contract, or another appeal procedure (Veteran's Preference, etc), and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 10.4, with the exception of the following:

Exception: *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 the grievance procedure as provided for under Article 10.4.*

This is consistent with the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Circuit), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992).

As regards this ruling, it is also agreed that should a court of competent jurisdiction rule contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled; then the interpretation of the choice of remedies clause specified under the exception above will no longer apply. If such a change in the law regarding Board of Governors occurs, then the language specified under the exception noted above, will automatically be deleted from the then current Labor Agreement between the parties.

In the event that the parties to this contract conclude that Board of Governors has been overruled or rendered invalid, the parties will notify the EEOC of its position. The EEOC may reserve the right, as it deems appropriate, to seek further or different ruling from a court of competent jurisdiction.

10.7 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "**Waived.**" If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that Step and appeal the grievance to the next Step within 10 days of the expiration of the specified employer's time limit. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each Step.

ARTICLE 11 – WORK SCHEDULE

11.1 The normal work year is 2080 hours to be accounted for each employee through:

- (a) Scheduled hours of work;
- (b) Holidays
- (c) Vacations
- (d) Sick Leave;
- (e) Training; and
- (f) Compensatory Time

11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum of hours the Employer may assign employees.

ARTICLE 12 – OVERTIME

12.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular base pay which includes the applicable add-ons to the hourly base rate as referenced in Appendix A, 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.

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

12.3 Overtime will be calculated to the nearest 15 minutes as follows:

Time Worked	Overtime Paid
0-7 minutes	No OT
8-22 minutes	15 minutes OT
23-37 minutes	30 minutes OT
38-52 minutes	45 minutes OT
53-67 minutes	60 minutes OT

12.4 Employees have an obligation to work overtime if requested by the Employer, unless unusual circumstances prevent the employee from so working. Overtime shall be distributed as equitably as practical.

ARTICLE 13 – COURT TIME

13.1 Any employee who is required to appear in court during the employee's scheduled off duty time shall receive a minimum of 3 hours pay at one and one-half (1 ½) times the employee's base pay rate. This shall include any travel expense incurred. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the 3 hour minimum. The

employee shall receive a minimum of 3 hours pay at the employee's base pay rate for cancellation of court appearance, unless notified of the cancellation by 4:30pm on the preceding court business day. Notification shall be in the form of a phone call and email or other electronic means as agreed. This cancellation pay does not apply to standby cancellation or if the court appearance changes to standby status.

- 13.2 An employee who is required to sign a complaint at the Municipal Court Building during the employee's scheduled off duty time shall receive a maximum of 1 hour at one and one-half (1 ½) times the employee's base pay rate.
- 13.3 An employee who is required to sign a complaint at the District Court, Hennepin County Government Center in Minneapolis during the employee's scheduled off duty time, shall receive a maximum of 2 hours at one and one-half (1 ½) times the employee's base pay rate.
- 13.4 If an employee is required to "**standby**", waiting for a possible call to participate in court proceedings, they shall receive 1 hour of pay at their base rate for any portion of the first hour on standby, unless they are called to their regular shift, then they would be paid on a minute by minute basis for any portion of the first hour on standby up to the starting point of their regular shift. Additionally, if not called to their regular shift, then any time after that first hour shall be paid on a minute by minute basis. For example, if any employee is placed on standby at 9:00am to 12:00pm and they are called at 10:40am to cancel the standby, they would receive 1 hour and 40 minutes of pay at their base rate. Using this same example, if the employee is called at 9:20am to return to their regular shift, they would receive 20 minutes of pay at their base rate. Additionally, if an employee is on standby from 9:00am to 12:00pm and called at 12:40pm to cancel the standby, they would receive 3 hours of pay at their base rate, as they are automatically relieved at 12:00 noon, unless specifically directed to remain on standby by the judge or prosecuting attorney. If afternoon standby is authorized, for example if an employee is actually directed to remain on standby from 12:30pm to 5:00pm, they would receive 4.5 hours at their base pay rate. An employee will not be required to remain on standby and will not be compensated for remaining on standby after 5:00pm.

At the employee's option, the employee may receive compensatory hours off in lieu of payment for standby time at the same rate as provided above.

An employee shall not be eligible for standby pay or time off in the event the employee is eligible to receive any other premium or regular pay for the time spent waiting for a possible call to participate in court proceedings.

ARTICLE 14 – CALL BACK TIME

- 14.1 An employee who is called to duty with less than 8 hours notice during the employee's scheduled off duty time shall receive a minimum of 2 hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the 2 hour minimum. If the call back work assignment and the employee's regular work shift overlap, the employee shall be paid the call back rate of time and one-half until the employee's regular shift begins and the regular shift shall continue until the employee's normal quitting time.

ARTICLE 15 – SICK LEAVE

- 15.1 Employees shall be credited with 8 hours of sick leave for each month of service. Sick leave may accumulate to a maximum cap of 1728 hours.
- 15.2 Sick leave will be granted pursuant to the City's personnel policies. Any employee who has been absent due to illness of more than 3 days may be required by the employer to furnish proof of illness such as a doctor's report. Provided, however, the Chief may require an employee to

submit to a medical examination by either the employee's doctor or the City's doctor. An employee shall not be charged for the use of sick leave based on any time lost because of such required examination. The City will reimburse the employee for any expenses connected with such a required examination not covered by the employee's health insurance.

15.3 Employees may elect one of the following options for sick leave accumulation. Employees will notify the Finance Department of the option chosen generally during January of the following year.

- Employees who accrue over a base of 960 hours of sick leave may voluntarily elect to be paid 33 1/3% of their unused sick leave over the base of 960 hours, to a maximum of 32 hours, in January of the following year and shall return to the base of 960 hours. Or an employee may elect to accrue and establish a new threshold base in increments of an additional 96 hours each year, and may elect to be paid 33 1/3% of their unused sick leave over the new threshold base, to a maximum of 32 hours, in January of the following year and shall return to the new threshold base established. The following are the thresholds an employee can establish, and as an example an employee may elect to get this annual sick leave payout for hours over 1056 and then return to the base of 1056 hours, or they could accumulate to the next threshold of 1152 and then be allowed to receive the annual payout for anything accrued over 1152, and then return to the base of 1152, etc.

Thresholds Reflected in hours								
960	1056	1152	1248	1344	1440	1536	1632	1728

- Once an employee elects a new threshold level, they cannot go back to a lower threshold and request payment for sick hours over the lower threshold level.

15.4 **Worker's Compensation/Injury on Duty Leave:** Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed 90 working days per injury not charged to the employee's vacation, sick leave or other accumulated paid benefits after a 5 working day initial waiting period per injury. The 5 work day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments. No employee can receive more than the employee's normal gross pay as a result of any combined total of City pay supplement to Worker's Compensation Benefits. To qualify for this benefit, the employee must be eligible for Worker's Compensation.

ARTICLE 16 – SEVERANCE PAY AND RETIREE HEALTH INSURANCE BENEFITS

16.1 Upon death, retirement, layoff, or voluntary termination, full-time employees shall receive severance or termination pay based on accumulated sick leave as follows:

- (a) If employed continuously for at least 5 years, 33 1/3% of accumulated sick leave not to exceed 60 days (480 hours).
- (b) In case of death of an employee, such severance pay as provided for in this Article shall be paid to the employee's beneficiary or spouse.
- (c) In case of death in the line of duty, 100% of the employee's sick leave balance shall be paid to the employee's beneficiary or spouse.
- (d) With the exception of (b) and (c) above, this benefit will not be payable in cash but will be contributed to the employee's Health Care Savings Plan (HCSP), if eligible, as indicated in Article 16.3.

16.2 Post Employment Health Insurance Benefit Plan (PEHIB)

Effective Date

1. This benefit is available to full-time employees terminating their employment who meet the eligibility requirements described below, effective on their date of termination.
2. For purposes of this program, "terminating employment" and "termination of employment" mean to cease performing services for the City, including but not limited to retirement.

Eligibility

In order to be eligible for PEHIB, all of the following requirements must be met at the time of termination of employment:

1. The employee must have been continuously employed by the City for at least 5 consecutive years. There shall be no partial years and no aggregation of separate periods of employment.
2. The termination of employment must be voluntary or the result of a lay-off. For purposes of this program, "voluntary" means a choice by the eligible employee to leave under circumstances where the employer would not otherwise be entitled to discharge the eligible employee for severe or gross misconduct.
3. Upon termination of employment the employee must:
 - a) Be receiving a retirement annuity from a Minnesota Public Pension Plan, other than a volunteer firefighter plan;
 - b) Be receiving a disability benefit from a Minnesota Public Pension Plan, other than a volunteer firefighter plan; or
 - c) Have met the age and service requirements necessary to receive an annuity from a Minnesota Public Pension Plan, other than a volunteer firefighter plan.

Benefits

For eligible employees, effective on 1/1/16, the City will contribute 65% of the sick leave hours which remain following the severance payout up to a maximum of 811.20 hours, multiplied by their current rate of pay at the time of termination of employment, into a Health Care Savings Plan (HCSP) through MSRS, on a pre-tax basis, as indicated in Article 16.3.

16.3 Health Care Savings Plan (HCSP)

The Health Care Savings Plan (HCSP) is administered by the Minnesota State Retirement System, pursuant to Minn. Stat. §352.98, and is intended to allow employees to contribute money pre-tax into an account to pay for medical expenses and/or health insurance premiums after separation from employment with the City. It is intended that these dollars go in tax free and come out tax free, with the ability to choose among several different investment options.

Effective Date

Years of service shall determine eligibility for contribution levels indicated in the following summary plan grid and the types of contribution sources determine the effective dates of the contribution. Employees in the 5 < 15 years category shall contribute 2% of base pay each pay period into the HCSP, and effective on 1/1/16 employees in the 15+ category shall contribute 3% of base pay each pay period into the HCSP.

Eligibility

This benefit is available to all employees terminating their employment who meet the criteria established for the applicable benefits to be contributed.

Mandatory Participation

Mandatory participation is required of an employee who meets the criteria established for the applicable benefits to be contributed.

Administration

The HCSP is administered by the Minnesota State Retirement System (MSRS) and the employee will deal directly with MSRS on all account matters. The City will be responsible for processing the eligible employee's initial enrollment and forwarding the required contribution amounts as indicated in the following plan.

HCSP - Police Officers – LELS			
Years of Service with Maple Grove	0 < 5 years	5 < 15 years	15+ years
% Base Pay (excludes overtime) per Pay Period	1%	2%	3%
% Compensatory Time	100%	100%	100%
% Sick Leave Severance	0	100%	100%
% Tenure Pay	0	100%	100%
% Post Employment Health Insurance Benefit (PEHIB)	0	100%	100%
% Vacation Pay	0	100% This contribution is contingent upon the employee meeting the age and service requirements necessary to receive a pension from the Public Employees Retirement Association of MN (PERA). (Does not include a volunteer firefighter plan). Failure to meet the criteria results in cash payment of this benefit.	

ARTICLE 17 – TENURE PAY

17.1 Upon death, retirement, layoff, or voluntary termination, full-time employees shall receive tenure pay as follows:

- (a) If employed continuously for at least 5 years, an employee shall have accrued 5 days tenure pay to be paid at the current wage schedule, straight pay rate.
- (b) Additionally, an employee shall earn 1 additional day of tenure pay for each completed year of continuous service beyond 5 years at the current wage schedule, straight pay rate.

- (c) In case of death of the employee, such tenure pay as provided for in this Article shall be paid to the employee's beneficiary or spouse.
- (d) In case of death in the line of duty, 100% of such tenure pay shall be paid to the employee's beneficiary or spouse if employed continuously for at least 1 year. In this case, an employee would have accrued 1 day of tenure pay and would earn an additional day for each completed year of continuous service beyond 1 year.
- (e) With the exception of (c) and (d) above, this tenure pay will not be payable in cash but will be contributed to the employee's Health Care Savings Plan (HCSP), if eligible, as indicated in Article 16.3.

ARTICLE 18 – VACATIONS

18.1 All full-time employees shall accrue vacation in accordance with the following schedule:

Years of Service	Vacation Days	Vacation Hours	Vacation Hours Per Pay Period
0 ≤ 4 years	12 days	96 hours	3.69 hrs
> 4 ≤ 10 years	18 days	144 hours	5.54 hrs
> 10 ≤ 11 years	19 days	152 hours	5.85 hrs
> 11 ≤ 12 years	20 days	160 hours	6.15 hrs
> 12 ≤ 13 years	21 days	168 hours	6.46 hrs
> 13 ≤ 14 years	22 days	176 hours	6.77 hrs
> 14 ≤ 20 years	24 days	192 hours	7.38 hrs
> 20 years	25 days	200 hours	7.69 hrs

- 18.2 Effective with the first pay period in January 2007, vacation hours will be accrued on a per pay period basis in accordance with the schedule in 18.1.
- 18.3 The maximum vacation hours in the vacation bank at any given time shall not exceed 300 hours. Once this maximum is reached, no additional vacation time will accrue until some time is taken and the balance falls below the maximum.
- 18.4 If an employee is unable to use earned and accrued vacation time because of an extended sick leave absence due to their own serious health condition, and exceeds the maximum vacation hour limit as stated above, they will be allowed to accrue above the maximum vacation hour limit only during the period of a paid sick leave absence. This exception of accruing above the maximum vacation limit allowed will end automatically upon the employee's return to work.
- 18.5 Vacation leave will not be accrued during an unpaid leave of absence.
- 18.6 Non-probationary employees may take all or portions of the vacation time that they have accrued and earned, subject to the approval of their supervisor.
- 18.7 Probationary employees may take all or portions of the vacation time that they have accrued and earned after completion of the first continuous 6 months of their probationary period, subject to the approval of their supervisor. Employees who are newly transferred or promoted and who must complete subsequent probationary periods are not restrained from using accrued and earned vacation leave, subject to the approval of their supervisor.
- 18.8 Non-probationary employees, newly transferred or promoted employees who may be serving subsequent probationary periods and newly hired probationary employees who have completed the first continuous 6 months of their probationary period, who have accrued vacation leave are entitled to a cash payment in lieu of vacation leave under the following circumstances:
 - a) Termination of employment (*except with respect to the condition set forth in #18.9*)

- b) When an employee goes into military service
- c) Upon an employee's death, the spouse, designated beneficiary or estate will be paid the unused vacation credit

18.9 If an employee meets the criteria established for contributions into a Health Care Savings Plan (HCSP), as indicated in Article 16.3, this benefit will not be payable in cash, but rather contributed into the employee's HCSP upon termination of employment.

ARTICLE 19 – HOLIDAYS

19.1 Each Patrol Division employee whether or not they work an actual holiday, will be credited with 8 hours towards the normal work year for 2080 hours in accordance with Article 11.1-Work Schedule, for each of the following paid holidays. Each employee in the Patrol Division who is scheduled to work one of the following actual holidays will be paid 1.5 times their base pay rate for hours worked on the actual holiday.

19.11 A Patrol Division employee called in from their scheduled time off to work an actual holiday shall be paid 2 times their base rate for the first 8 hours actually worked on the actual holiday. Any hours worked beyond 8 hours shall be paid at 1.5 times their base rate. For example, if called in to work 10 hours on an actual holiday, they shall receive 8 hours credit towards the 2080 work schedule, plus receive 8 hours at 2 times base rate, plus 2 hours at 1.5 times base rate. This provision does not apply to early call in hours for a scheduled holiday shift, which shall remain at 1.5 times base rate.

19.2 A Services Division employee called in from their scheduled time off to work a City recognized holiday shall be paid 8 hours of holiday pay at their regular base rate, plus 2 times their base rate for the first 8 hours actually worked on the City recognized holiday. Any hours worked beyond 8 hours shall be paid at 1.5 times their base rate. For example, if called in to work 10 hours on a City recognized holiday, they shall be paid 8 hours holiday pay at base rate, plus 8 hours at 2 times base rate, plus 2 hours at 1.5 times base rate.

19.3 All employees covered by this contract shall adhere to the following holiday schedule, with Patrol Division employees honoring the day the holiday actually falls on and Services Division employees honoring the day the City recognizes the holiday.

New Year's Day	Memorial Day	Veteran's Day	Christmas Day
Martin Luther King Day	Independence Day	Thanksgiving Day	
President's Day	Labor Day	Day after Thanksgiving	
Floating Holiday (to be scheduled with the approval of the Chief, or the Chief's designee, depending on the needs of the department).			

19.4 An individual floating holiday may be taken in increments of no less than 2 hours.

ARTICLE 20 – TOTAL COMPENSATION

20.1 The total compensation schedule is as shown in Appendix A. This schedule is attached and incorporated into this agreement by this reference. This schedule reflects anniversary increases effective each year on the date of employment with the City of Maple Grove.

In the event of a rounding difference between what is indicated in the attached Appendix A and payroll, payroll shall govern.

ARTICLE 21 – INSURANCE BENEFITS

- 21.1 The monthly employer insurance contribution towards insurance benefits shall be the same as that provided by the City to all other employee groups. This provision shall continue to remain in force during the term of the contract and thereafter until any modifications are made.
- 21.2 Employees are eligible to participate in the Flexible Benefit Plan offered by the City, on the first day following 30 days of continuous employment. The Flexible Benefit Plan is designed to provide a cafeteria-style approach for benefit options and includes such benefits as medical, dental, basic life, dependent life, optional life, and long-term disability insurance plans, in addition to medical and dependent care reimbursement plan options, cash compensation, and deferred compensation. The employer contribution provided may be used to purchase these benefits, with some benefits being considered “CORE”, which are required for all plan participants. Any monies left over after purchasing core and optional benefits may be taken as additional taxable compensation or contributed to a deferred compensation program on a pre-tax basis.

ARTICLE 22 – COMPENSATORY TIME

- 22.1 Employees may elect to accumulate overtime hours at the rate of one and one-half (1 ½) times the number of overtime hours worked, as compensatory time.
- 22.2 Compensatory time may accumulate to a limit of 50 hours per employee. In the months of April and December of each year, with requests submitted by the end of the first pay periods of these months, employees may elect to receive as cash compensation up to one-half of their compensatory time balance, paid at their current regular base pay. This payout will be included with the first pay date of these months. For example, the first pay period ending in April 2016 begins on 3/21/16 and ends on 4/3/16, so requests must be submitted by no later than 4/3/16, to be paid on the pay date of 4/8/16. The payout will either be included in the employee’s regular pay check or by payment of a separate check. Employee shall indicate payment method when providing the request for payment. Should City go to mandatory direct deposit this option shall be eliminated.
- 22.3 Use of compensatory time will be permitted within a reasonable period after making the request if it does not unduly disrupt the operations of the agency, and must have prior approval of supervisory personnel.
- 22.4 Upon termination of employment, any remaining compensatory time will not be payable in cash but will be contributed to the employee’s Health Care Savings Plan (HCSP), if eligible, as indicated in Article 16.3.

ARTICLE 23 – FUNERAL LEAVE

- 23.1 Employees will be granted, if requested, up to 3 full days of paid funeral leave for a death in the employee’s immediate family. Additional days may be approved by the Department Head, taken as needed and charged to accrued sick leave. If sick time is not available, the additional days may be taken from accrued vacation leave, or as unpaid time.
- 23.2 Immediate family is defined as: husband, wife, children, parents, grandparents, grandchildren, sisters, brothers, spouses of employee’s siblings, son-in-law, daughter-in-law, parents of current spouse, grandparents of current spouse, siblings of current spouse, step-children, step-parents, step-grandparents, step-grandchildren, step-sister, and step-brother.
- 23.3 For non-immediate related family members (related by blood or marriage), employees may request up to 2 days of accrued sick leave. If sick leave is not available, the time may be taken from accrued vacation leave or as unpaid time, all of which must be approved by the Department Head.

- 23.4 For non-related persons, employees may request accrued vacation time, which must be approved by the Department Head.
- 23.5 For purposes of this article only, one day shall be equivalent to the number of hours of an employee's regular shift assignment. For example, if an employee is working 10 hour shifts, they would be eligible for a funeral leave benefit of up to 3 days or 30 hours and if they are working 8 hour shifts, they would be eligible for a funeral leave benefit of up to 3 days or 24 hours.

ARTICLE 23A – TRAVEL AND TRAINING TIME

- 23A.1 Uniformed personnel working a shift of 8 hours or more shall be paid the equivalent of the agenda time and must return to work if the agenda time is 4 hours or less. Non-uniformed personnel working a shift of 8 hours or more will also be paid the equivalent of the agenda time, and must return to work if the agenda time is 6 hours or less. For any employee assigned to training of a duration of 1 week or more, the employee will revert to a 40 hour work schedule during the training period.
- 23A.2 Travel time will be paid based on estimated travel time provided by MapQuest to and from the destination for the training site and the travel time paid will be based on departure from and return to the Maple Grove Police Department, therefore this would not include travel time from an employee's home. Estimated travel time will be rounded to the nearest 30 minutes as provided below:

MapQuest Estimated Travel Time	Travel Time Paid (In Minutes)
0-15 minutes	0 minutes
16-45 minutes	30 minutes
46-60 minutes	60 minutes

- 23A.3 Overnight stay for training does not qualify for travel time, with the exception of traveling to the training site initially, and returning on the final day from the training site. If an employee chooses to drive back and forth from the overnight training sessions each day, then they would not qualify for travel time or mileage reimbursement, with the exception of traveling to the training site initially, and returning on the final day from the training site. Mileage reimbursement would only be paid if a City vehicle was not available to use to travel to the training site, and therefore would not be paid to an employee who chooses to use their own personal vehicle to travel to the training site. For example, if the training session is in Duluth, and the training is for a period of 3 days and the agenda reflects 8 hours each day, an employee would be paid total travel time of 5 hours (MapQuest estimated travel time is 2 hours, 26 minutes one way), plus 24 hours of training time.
- 23A.4 Travel time for airline travel will be paid based on the scheduled duration of the flight to and from the training destination.
- 23A.5 An employee assigned to the Emergency Response Unit (ERU) by the employer shall receive one and one-half (1 ½) times their regular base pay rate for all authorized monthly ERU training sessions and Weapons of Mass Destruction (WMD) training sessions on their scheduled off duty time. Authorized training does not include the annual training conference, or any other training. The employee may elect to receive compensatory hours in lieu of pay, but shall not exceed the 50 hour maximum limit currently allowed by the contract.

ARTICLE 24 – CLOTHING ALLOWANCE

- 24.1 This allowance is for the purchase and replacement of uniforms and the purchase, replacement and maintenance of equipment provided by the employee and for the civilian clothing for those employees working in plain clothes. The clothing allowance will be paid to all employees covered by this agreement in March of each year.
- 24.2 Any clothing worn by employees covered by this agreement that is damaged during the performance of assigned duties shall be replaced by the City of Maple Grove subject to approval by the Chief of Police or the Chief's designated representative. This replacement is in addition to the clothing allowance discussed in 24.1 and 24.3.
- 24.3 The clothing allowance during the term of this contract is \$910 per annum, payable in March of each year. If an employee leaves the City prior to completing 12 months of service, then they shall be required to reimburse the City for the number of months not employed by the City. For example, if an employee who has been employed since 1/1/16 gets paid the \$910 allowance on 3/1/16, and leaves employment on 9/10/16, they would be responsible to reimburse the City for a total of \$227.49, which is 3 months (10/1/16 to 12/1/16) at \$75.83 per month. Additionally, if an employee leaves the City between 1/1 and 3/1 of any given year of the current contract period, they would be paid a pro-rated share of the clothing allowance for that year for the number of months worked. For example, if an employee who has been employed since 1/1/16, leaves the City on 2/29/16, they will be paid \$151.66 which is 2 months (1/1/16 to 2/29/16) at \$75.83 per month.
- 24.4 Newly hired Officers will receive a pro-rated share, based upon their date of hire, of the yearly clothing allowance as specified in the current year's contract. For example, if hired on 7/16/17, the new employee would receive \$454.98, which is 6 months (7/1/17 to 12/31/17) at \$75.83 per month. If the new employee leaves the City prior to completing the 6 months of service, then they shall be required to reimburse the City for the number of months not employed by the City. For example, if the new hire who begins employment on 7/16/17 leaves the City on 10/3/17, then they would be responsible to reimburse the City for a total of \$151.66, which is 2 months (11/1/17 to 12/31/17) at \$75.83 per month. In addition, each Officer will receive a one-time, basic issue of uniform items, consisting of: 2 trousers, 2 long sleeve shirts, 2 short sleeve shirts, and 1 tie, 1 trouser belt, 1 summer cap, 1 winter cap, 1 combination Spring/Winter year-round coat with zip-in and out lining, not to exceed a total cost of \$550.00. The City will be billed directly by the uniform shop for these items. The Officer will be personally responsible for any amount over \$550.00 that he/she chooses to spend at the uniform shop on these basic issue items.

ARTICLE 25 – EDUCATION REIMBURSEMENT

- 25.1 All full-time employees who have at least one year of service with the City may request tuition aid. The one year of service requirement may be waived by the City Administrator if the classes taken will directly benefit the employee in their current position with the City. Tuition aid will be given only for courses that are directly related to the employee's present or anticipated responsibilities.
- 25.2 The employee must submit the courses they desire to take, to their department head, in advance of attending the classes, for consideration. If an employee wishes to pursue a degree program, discussion with and notice to the Chief of Police must be given well in advance of starting the program to receive proper consideration of the request. The Chief will forward the employee's courses to the City Administrator for approval. The City Administrator will submit his/her recommendations to the City Council for final approval.
- 25.3. Reimbursement will be made for tuition, registration fees and lab fees only, up to a maximum amount of \$1,200.00 per employee per calendar year. No reimbursement shall be made for coursework that involves "testing out" of a subject area or for any "competency-based" coursework. If tuition costs exceed \$1,200.00 in any given year, the employee would be eligible

for reimbursement in subsequent years for approved classes actually taken. This eligibility would continue until the reimbursement for all approved tuition costs is provided. Any change in the reimbursement amount provided for in City Personnel Policy will automatically be applied to employees of this bargaining unit.

- 25.4 Approval for tuition reimbursement shall only be granted for courses taken from accredited institutions and pursued outside of normal working hours.
- 25.5 The employee must show proof of satisfactory completion of the course (grade of at least "C"), and evidence of the tuition paid before reimbursement will be made.
- 25.6 Charges for books, supplies, student union membership, student health coverage, parking permits, activity tickets, transportation and any other charges for which the employee receives some item or service other than actual instruction, are not eligible for reimbursement. This restriction may be waived by the City Administrator in cases where the classes are directly related to an employee's current job, and where such books or supplies may be used as a resource for City business.
- 25.7 The employee must report his/her eligibility to receive educational assistance from another agency, if such exists, as no duplicate reimbursements will be made.
- 25.8 The City will reimburse current employees for their P.O.S.T. license fee renewal, and the initial license fee for new hires. All new employees must be licensed or certified eligible for license through the Minnesota Board of Peace Officer Standards and Training (P.O.S.T.) prior to being hired.

ARTICLE 26 – INVESTIGATORS

- 26.1 The position of investigator shall be an assigned position with employees assigned by the Chief of Police on an as needed basis.
- 26.2 Investigator pay as referenced in the attached wage schedule (Appendix A), is for all officers assigned to investigations to compensate for their increased work/caseload and for participation in a rotating on-call program. Investigators shall also be assigned a personal unmarked squad car and will be allowed to take the vehicle home with the understanding that it is to be used for duty related business only. Any personal use of the City vehicle must receive prior approval from the Investigative Sergeant or Services Division Captain.
- 26.3 Investigators shall participate in an on-call responsibility which will be established equitably by seniority. One investigator shall be on-call at a time. This on-call responsibility does not involve the Drug Task Force member. The on-call list shall receive final approval from the Investigative Sergeant.

ARTICLE 27 – CANINE HANDLERS

- 27.1 An employee assigned as a canine handler shall receive compensation for 30 minutes per day at one and one-half (1 ½) times their hourly base pay rate, to care for their dog (i.e., feed, water, check stools and generally maintain a healthy and sanitary shelter), at home, for those days not scheduled to work. For those days the employee is scheduled to work, would allow them to leave work 30 minutes early, but would be compensated for this 30 minutes at their hourly base rate of pay. No extra pay would be provided for days the employee does not have the dog at home or for days they do not personally care for the dog when the dog is kenneled at the City's expense.
- 27.2 Any work beyond 30 actual minutes in the home care of the dog by the canine handler must be approved in advance by supervisory personnel.

ARTICLE 28 – RESERVE ADVISOR/EXPLORER ADVISOR

- 28.1 An employee assigned by the Employer to advise the Police Reserve Unit or Police Explorer Unit shall receive their base rate of pay for time allocated to advise the assigned unit.

ARTICLE 29 – WAIVER

- 29.1 Any and all prior agreements, resolutions, practices, policies or rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 29.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate unless mutually agreed regarding any and all terms and conditions of employment referred to or covered in this Agreement, or with respect to any term or condition of employment not specifically referred to or covered by this agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

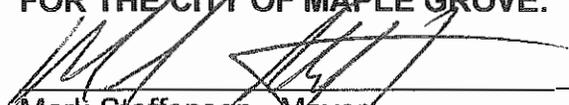
ARTICLE 30 – DURATION

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

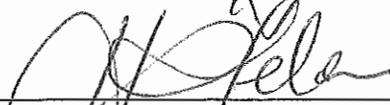
ARTICLE 31 – SIGNATORIES

31.1 In witness whereof, the parties hereto have executed this Agreement on this 21st day of December, 2015.

FOR THE CITY OF MAPLE GROVE:



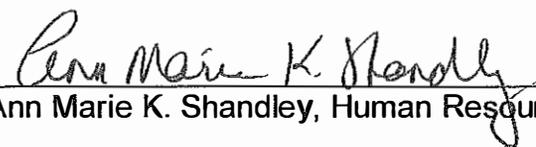
Mark Steffenson, Mayor



Heidi A. Nelson, City Administrator

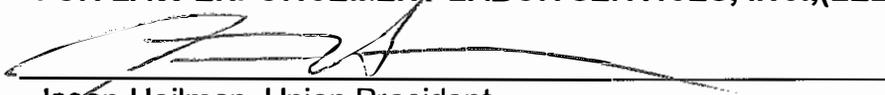


Eric T. Werner, Police Chief

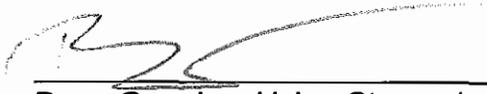


Ann Marie K. Shandley, Human Resources Director

FOR LAW ENFORCEMENT LABOR SERVICES, INC.,(LELS),(LOCAL 132):



Jason Heilman, Union President



Dave Goggins, Union Steward



Adam Burnside, Business Agent



POLICE UNION WAGE SCHEDULE
For Contract Period: 1/1/16 TO 12/31/18

POLICE OFFICER WAGE SCALE

JOB TYPE: PO		Pay Rates with Longevity Added On									
		PO 00S	PO 06M	PO 1YR	PO 2YR	PO 3YR	PO 4YR	PO 5YR	PO L05	PO L10	PO L15
1/1/2016	Annual	\$52,990.08	\$54,294.24	\$60,315.84	\$63,772.80	\$67,221.44	\$70,649.28	\$75,204.48	\$77,461.28	\$79,716.00	\$81,972.80
	2.5% Bi-weekly	\$2,038.08	\$2,088.24	\$2,319.84	\$2,452.80	\$2,585.44	\$2,717.28	\$2,892.48	\$2,979.28	\$3,066.00	\$3,152.80
	Hourly	\$25.476	\$26.103	\$28.998	\$30.660	\$32.318	\$33.966	\$36.156	\$37.241	\$38.325	\$39.410
1/1/2017	Annual	\$54,579.20	\$55,922.88	\$62,125.44	\$65,686.40	\$69,239.04	\$72,768.80	\$77,461.28	\$79,784.64	\$82,108.00	\$84,433.44
	3.0% Bi-weekly	\$2,099.20	\$2,150.88	\$2,389.44	\$2,526.40	\$2,663.04	\$2,798.80	\$2,979.28	\$3,068.64	\$3,158.00	\$3,247.44
	Hourly	\$26.240	\$26.886	\$29.868	\$31.580	\$33.288	\$34.985	\$37.241	\$38.358	\$39.475	\$40.593
1/1/2018	Annual	\$56,216.16	\$57,601.44	\$63,989.12	\$67,656.16	\$71,316.96	\$74,952.80	\$79,784.64	\$82,178.72	\$84,570.72	\$86,964.80
	3.0% Bi-weekly	\$2,162.16	\$2,215.44	\$2,461.12	\$2,602.16	\$2,742.96	\$2,882.80	\$3,068.64	\$3,160.72	\$3,252.72	\$3,344.80
	Hourly	\$27.027	\$27.693	\$30.764	\$32.527	\$34.287	\$36.035	\$38.358	\$39.509	\$40.659	\$41.810

INVESTIGATOR WAGE SCALE

JOB TYPE: PINV		(All rates include investigator add-on pay)									
		INVEST 2YR	INVEST 3YR	INVEST 4YR	INVEST 5YR	INVEST L05	INVEST L10	INVEST L15			
1/1/2016	Annual	\$66,743.04	\$70,191.68	\$73,619.52	\$78,174.72	\$80,431.52	\$82,686.24	\$84,943.04			
	Bi-weekly	\$2,567.04	\$2,699.68	\$2,831.52	\$3,006.72	\$3,093.52	\$3,180.24	\$3,267.04			
	Hourly	\$32.088	\$33.746	\$35.394	\$37.584	\$38.669	\$39.753	\$40.838			
1/1/2017	Annual	\$68,656.64	\$72,209.28	\$75,739.04	\$80,431.52	\$82,754.88	\$85,078.24	\$87,403.68			
	Bi-weekly	\$2,640.64	\$2,777.28	\$2,913.04	\$3,093.52	\$3,182.88	\$3,272.24	\$3,361.68			
	Hourly	\$33.008	\$34.716	\$36.413	\$38.669	\$39.786	\$40.903	\$42.021			
1/1/2018	Annual	\$70,626.40	\$74,287.20	\$77,923.04	\$82,754.88	\$85,148.96	\$87,540.96	\$89,935.04			
	Bi-weekly	\$2,716.40	\$2,857.20	\$2,997.04	\$3,182.88	\$3,274.96	\$3,366.96	\$3,459.04			
	Hourly	\$33.955	\$35.715	\$37.463	\$39.786	\$40.937	\$42.087	\$43.238			

SAFE STREETS WAGE SCALE

JOB TYPE: PSAFE		(All rates include safe streets add-on pay)									
		SAFE 2YR	SAFE 3YR	SAFE 4YR	SAFE 5YR	SAFE L05	SAFE L10	SAFE L15			
1/1/2016	Annual	\$64,873.12	\$68,321.76	\$71,749.60	\$76,304.80	\$78,561.60	\$80,816.32	\$83,073.12			
	Bi-weekly	\$2,495.12	\$2,627.76	\$2,759.60	\$2,934.80	\$3,021.60	\$3,108.32	\$3,195.12			
	Hourly	\$31.189	\$32.847	\$34.495	\$36.685	\$37.770	\$38.854	\$39.939			
1/1/2017	Annual	\$66,786.72	\$70,339.36	\$73,869.12	\$78,561.60	\$80,884.96	\$83,208.32	\$85,533.76			
	Bi-weekly	\$2,568.72	\$2,705.36	\$2,841.12	\$3,021.60	\$3,110.96	\$3,200.32	\$3,289.76			
	Hourly	\$32.109	\$33.817	\$35.514	\$37.770	\$38.887	\$40.004	\$41.122			
1/1/2018	Annual	\$68,756.48	\$72,417.28	\$76,053.12	\$80,884.96	\$83,279.04	\$85,671.04	\$88,065.12			
	Bi-weekly	\$2,644.48	\$2,785.28	\$2,925.12	\$3,110.96	\$3,203.04	\$3,295.04	\$3,387.12			
	Hourly	\$33.056	\$34.816	\$36.564	\$38.887	\$40.038	\$41.188	\$42.339			

LONGEVITY RATE SCHEDULE - ADD-ON TO HOURLY BASE RATE

(These add-ons are reflected in the rates above for L05, L10, & L15)

		3.0%			6.0%			9.0%		
		5 Years	10 Years	15 Years	5 Years	10 Years	15 Years	5 Years	10 Years	15 Years
1/1/2016	Annual	\$2,256.80	\$4,511.52	\$6,768.32	\$2,256.80	\$4,511.52	\$6,768.32	\$2,256.80	\$4,511.52	\$6,768.32
	Bi-weekly	\$86.80	\$173.52	\$260.32	\$86.80	\$173.52	\$260.32	\$86.80	\$173.52	\$260.32
	Hourly	\$1.085	\$2.169	\$3.254	\$1.085	\$2.169	\$3.254	\$1.085	\$2.169	\$3.254
1/1/2017	Annual	\$2,323.36	\$4,646.72	\$6,972.16	\$2,323.36	\$4,646.72	\$6,972.16	\$2,323.36	\$4,646.72	\$6,972.16
	Bi-weekly	\$89.36	\$178.72	\$268.16	\$89.36	\$178.72	\$268.16	\$89.36	\$178.72	\$268.16
	Hourly	\$1.117	\$2.234	\$3.352	\$1.117	\$2.234	\$3.352	\$1.117	\$2.234	\$3.352
1/1/2018	Annual	\$2,394.08	\$4,788.08	\$7,180.16	\$2,394.08	\$4,788.08	\$7,180.16	\$2,394.08	\$4,788.08	\$7,180.16
	Bi-weekly	\$92.08	\$184.08	\$276.16	\$92.08	\$184.08	\$276.16	\$92.08	\$184.08	\$276.16
	Hourly	\$1.151	\$2.301	\$3.452	\$1.151	\$2.301	\$3.452	\$1.151	\$2.301	\$3.452

INVESTIGATOR RATE SCHEDULE - ADD-ON TO HOURLY BASE RATE

(These add-ons are reflected above in the Investigator Wage Scale rates)

1/1/16 to 12/31/18	Annual	\$2,970.24
	Bi-weekly	\$114.24
	Hourly	\$1.428

SAFE STREETS RATE SCHEDULE - ADD-ON TO HOURLY BASE RATE

(These add-ons are reflected above in the Safe Streets Wage Scale rates)

(This pay is for the increased work and varied duties of the assignment).

1/1/16 to 12/31/18	Annual	\$1,100.32
	Bi-weekly	\$42.32
	Hourly	\$0.529

OTHER RATES FOR 2016, 2017 and 2018:
ACTING SUPERVISOR RATE - \$2.00 per hour of time worked
FTO RATE - \$2.75 per hour of time worked (This pay is for the combined evaluative and instructive stage of the assignment).



MEMORANDUM OF UNDERSTANDING

Between

The City of Maple Grove

And

Law Enforcement Labor Services, Inc.

(DARE Summer Schedule)

This Memorandum of Understanding is entered into between the City of Maple Grove (hereinafter referred to as the City or Maple Grove) and Law Enforcement Labor Services, Inc. Local #132 (hereinafter referred to as LELS or the Union). Maple Grove and LELS are collectively referred to as the parties.

1. The parties are covered by a collective bargaining agreement in effect from January 1, 2016 through December 31, 2018; and
2. In exercising its management right to schedule and assign employees, the City has determined that the officers assigned to the DARE program will have a summer schedule as follows:

The two officers assigned to DARE (hereinafter called the DARE officers) will be scheduled for the time period beginning in June of each year which is at the end of the current school year through the week in August which is 1 week prior to the start of the new school year as follows:

- Officers will work a 5 on 4 off work rotation on the patrol schedule.
- Officers will work 10 hours days.
- Regular scheduled hours will be 0800-1800.
- Rotations will be set at the discretion of management.

3. Recognizing that this schedule is not the same as other patrol officers during this period of time, the City and the Union have determined the following is appropriate and that this agreement will prevail over conflicting language in the collective bargaining agreement:

A. The DARE officers will be given their summer schedule each year and will be allowed to submit time off requests after they receive their schedule. Time off requests will be reviewed and approved without regard to seniority, for the two DARE officers, for the period dates listed above and approved at management's discretion.

B. After review and approval of time off requests the two DARE officers will be counted towards minimum deployment numbers. The two DARE officers will be allowed to voluntarily change shifts to cover time off requests of other patrol officers. DARE officers will be allowed to switch shifts with officers provided that the entire switch is completed prior to their return to the fall DARE schedule.

4. LELS #132 agrees that this is in the best interests of the officers, the Union and the City and accordingly agrees that it will not file a grievance related to the issues noted above and specifically agrees to the terms above.

5. Nonwaiver.

This Memorandum of Understanding does not set any precedence or past practice. The parties specifically agree that this Memorandum of Understanding cannot be used as a guarantee of future DARE officer summer schedules beyond the period specified in this memorandum. Summer schedules related to DARE will be reevaluated by the City at the end of the period specified in this memorandum with the creation of the schedule remaining solely a management right.

The parties also agree that this Memorandum of Understanding will not operate as a waiver or limitation of any management rights.

6. Term.

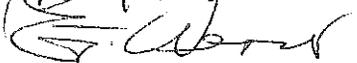
This Memorandum of Understanding is for the period January 1, 2016 through December 31, 2018 and will expire by its express terms on December 31, 2018.

The parties specifically acknowledge this Memorandum of Understanding is related only to the period listed above and is not a guarantee for future schedules related to DARE officers.

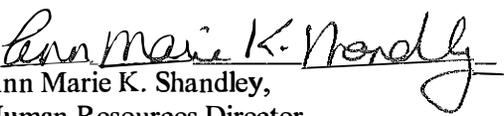
FOR THE CITY OF MAPLE GROVE



Heidi A. Nelson, City Administrator



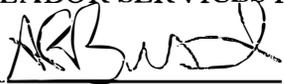
Eric T. Werner, Police Chief



Ann Marie K. Shandley,
Human Resources Director

Date: 12/21/15

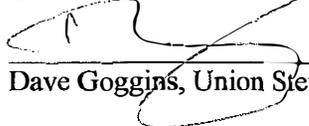
FOR LAW ENFORCEMENT
LABOR SERVICES INC.



Adam Burnside, Business Agent



Jason Heilman, Union President



Dave Goggins, Union Steward

Date: 12/21/15