

**LABOR AGREEMENT
BETWEEN
THE CITY OF NEW PRAGUE
AND
LAW ENFORCEMENT LABOR SERVICES, INC**

January 1, 2016 through December 31, 2018

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- 3.12 Rest Breaks: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 Lunch Breaks: A period during the scheduled shift which the employee remains on continual duty and is responsible for assigned duties.
- 3.14 Strike: concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV EMPLOYER SECURITY

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

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE VI UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 Upon request from the Union, the Employer shall deduct from the pay of employees who are not Union members, a fair share each-month that does not exceed eighty-five (85) percent of the regular monthly Union dues and shall remit such monies as directed by the Union.
- 6.3 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.4 The employer shall make space available on the employee bulletin board for posting union notice(s) and announcement(s).
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the employer under the provisions of this Article.

ARTICLE VII

EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application for the specific terms and conditions of this Agreement.

7.2 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 6.3 of this Agreement.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee's duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and receive 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.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of the Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to

Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar 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. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

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

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and 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 in each step.

7.7 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 VII or a procedure such as: Civil Service, Veteran's

Preference, or Fair Employment. If appealed to any procedure other than Step 3 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 3 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 2 of Article VII or another appeal procedure--and shall sign a statement to the effect the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article VII.

ARTICLE VIII HOURS OF WORK

- 8.1 The Employer shall be the sole authority in determining work schedules.
- 8.2 The normal workday shall consist of eight (8) to ten (10) hour shifts as scheduled.
- 8.3 The normal workweek shall consist of consecutive days of work and time off, except in emergency Situations.
- 8.4 A normal work year shall consist of two thousand and eighty (2,080) hours.
- 8.5 An employee called to duty on approval of the Police Chief during his scheduled off duty time shall receive a minimum of two (2) hours pay at one and one half (1 ½) times his/her regular straight time hourly rate of pay. An extension of, or early report to a regularly scheduled shift for duty, does not qualify the employee for the two (2) hour minimum.
- 8.6 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum number of hours of work.
- 8.7 Work schedules shall be made out a least thirty (30) days in advance of scheduled work, and any change shall be made at least seventy two (72) hours prior to the change, except in emergency situations.

ARTICLE IX OVERTIME AND PREMIUM PAY

- 9.1 Employees will be compensated at one and one-half times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. This does not apply to switching shifts that were authorized by the Department Head.
- 9.2 An employee may request that each hour of time eligible for overtime under this Article, in lieu of payment, be accumulated as compensatory time at the rate of 1-½ hours for each eligible hour, provided the maximum compensatory hour balance for each employee shall at no time exceed 240 hours. An employee may carry a maximum of 240 hours of compensatory time from year to year. Compensatory time accrued in amount of 40 hours may be cashed out two (2) times each year; June 1 and December 1 of each year at the employee's current base pay rate.
- 9.3 The City will attempt to utilize seniority when offering overtime. The City retains the right to schedule.

- 11.3 Earned vacation time may be accumulated and carried over to the following year, with approval of Department Head or City Administrator.

Any vacation accumulated and not authorized to be carried over shall be paid to the employee at the applicable rate of pay by year end.

ARTICLE XII SICK LEAVE

- 12.1 Sick leave with pay shall be earned by each regular and probationary employee at the rate of eight (8) hours for each month of service or major fraction thereof. Sick leave shall accumulate up to a maximum of eight hundred and ninety six (896) hours.
- 12.2 Employees who reach and maintain the maximum accumulation of 896 hours are eligible to collect fifteen (\$15) per month. They may add this amount to their monthly paychecks or they may add to their savings plan in the City.

ARTICLE XIII SEVERANCE

- 13.1 Upon retirement, termination by City or abolishment of position, the City shall provide the following severance package:
1. Payment of unused sick leave in an amount of up to 12 weeks of the employee's unused sick leave at the employee's time of departure from City service, and
 2. Payment by the City of an amount equivalent to up to six months of the City's standard contribution normally paid for an employee's benefits, (dependent coverage excluded), and
 3. That the offering of the above severance benefits by the City is solely at the discretion of the City Council and may be subject to the execution of a release of all or some claims by the employee against the City and its agents, consultants, employees, former employees, insurers, heirs, executors and assigns, in such language as is required and approved by the City.

ARTICLE XIV A DEATH IN FAMILY - EMERGENCY LEAVE

- 14.1 In the event of a death of an employee's immediate family, "Immediate family" is defined as mother, father, siblings, spouse, children, stepparents, foster children, grandparents, grandchildren and spouse's mother, father, siblings, children, grandparents and grandchildren. An employee will be granted a leave of absence without loss of pay for not more than three days, consisting of the day of the funeral and *either* one day preceding and one day following the funeral, *or* two days preceding *or* two days following, the funeral. These emergency days shall not affect the employee's vacation or sick leave days. Emergency leave may also be granted for extreme critical illness at the discretion of the Administrator

ARTICLE XV INSURANCE

15.1 The employer will provide and contribute to a group hospital/medical health insurance coverage plan for each full-time employee and their dependents. The City's contributions and plan components for calendar years 2016 - 2018 are as follows:

<u>Single Health Insurance</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
A. Employer Monthly Premium Contribution	80.0%	80.0%	80.0%
B. Annual Employer VEBA Contribution	\$ 500/yr	\$ 500/yr	\$ 500/yr
B. Annual Employee Deductible	\$2,250/yr	\$2,250/yr	\$2,250/yr

<u>Family Health Insurance</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
A. Employer Monthly Premium Contribution	80.0%	80.0%	80.0%
B. Annual Employer VEBA Contribution	\$1,000/yr	\$1,000/yr	\$1,000/yr
B. Annual Employee Deductible	\$4,500/yr	\$4,500/yr	\$4,500/yr

- 15.2 Single and family dental insurance shall be paid for by the Employer.
- 15.3 The Employer shall provide term life insurance in the amount of \$25,000 for the employee, \$4,000 for the spouse and \$2,000 for each dependent.
- 15.4 The Union and City will participate and cooperate on an insurance committee. This committee will examine providers and scrutinize coverage offered by them. The committee will identify providers and costs associated with them.
- 15.5 The City agrees to cover one half (1/2) of the administration fees for the VEBA Account.
- 15.6 The City agrees to provide the employees with a flex benefit plan. The City shall pay all flex plan fees.
- 15.7 There will not be an employer initiated reduction in the aggregate value of benefits in the low cost plan in effect as of 2011 unless the Union agrees to such a reduction.

ARTICLE XVI PROBATIONARY PERIODS, SENIORITY

- 16.1 All newly hired employees shall serve a twelve (12) month probationary period, and all rehired employees shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the Employer.
- 16.2 Upon completion of the probationary period employees shall become regular Employees within the meaning of this Agreement, and shall have seniority dating from the beginning date of their Continuous employment.
- 16.3 In the event of a layoff or recall, seniority shall govern provided:
 - 16.3.1 The senior employee is qualified to perform the work involved:
 - 16.3.2 No regular employee shall be laid off while probationary employees are employed.
- 16.4 Recall rights under this provision will continue for twelve (12) months after layoff
Recalled employees shall have ten (10) working days after notification of recall rights.

ARTICLE XVII DISCIPLINE

- 17.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimands
 - b) Written reprimands
 - c) Suspension
 - d) Demotion, or
 - e) Discharge
- 17.2 Suspensions, demotions and discharge will be in written form.
- 17.3 Written reprimands, notices of suspensions, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by Signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 17.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 17.5 Discharges will be preceded by a five (5) day suspension without pay.
- 17.6 Employees will not be questioned concerning an investigation or disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questions.
- 17.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance procedure under Article VII.

ARTICLE XVIII WAGES

- 18.1 All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement.
- 18.2 The employee shall be entitled to the three (3) hour minimum compensation for a regularly scheduled court appearance.
- 18.3 An employee required to use his/her personal automobile for official city business shall be reimbursed at the current federal rate.
- 18.4 Employees shall be paid on the last workday preceding a holiday or weekend if the scheduled payday falls on a holiday or weekend.

ARTICLE XIX POST LICENSE

- 19.1 Employer to pay Post License as per current practice.

ARTICLE XX WAIVER

- 20.1 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.
- 20.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet to negotiate regarding any and all terms and conditions in 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 XXI SAVINGS CLAUSE

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

ARTICLE XXII

UNIFORM ALLOWANCE

The Employer shall pay each employee an annual uniform allowance as follows:

2016 - \$850.00
2017 - \$875.00
2018 - \$900.00

The Employer shall provide a new employee with the following clothing and equipment:

- | | |
|---------------------------|--------------------------------|
| 3 Badges | 1 Rain Coat |
| 2 Nametags (uniform/coat) | 1 Leather Belt and Accessories |
| 2 pr Collar Brass | 1 pr Winter Boots |
| 3 Short Sleeve Shirts | 1 pr Summer Boots |
| 3 Long Sleeve Shirts | 1 Class A Hat |
| 3 Pants | 1 Winter Hat |
| 2 Ties | 1 Phone |
| 1 Winter Coat | 1 Ballistics Vest |
| 1 Light Coat/Jacket | |

Upon separation the employee shall return badges, collar brass, and phone to the Department Head.

A probationary employee will not receive a uniform allowance until the probation period has been successfully served. Upon serving probation, a pro-rated uniform allowance shall be given to the officer on the next pay period following the end of probation for the remainder of the calendar year.

ARTICLE XXIII

P.O.S.T. TRAINING

The Employer shall:

- 1) Be responsible for providing training required by the P.O.S.T. Board to maintain license as a Certified Police Officer.
- 2) Pay employee for all time spent in such training at the applicable rate.
- 3) Reimburse employees for all reasonable costs incurred in obtaining such training, including but not limited to, mileage, meals and lodging.

Prior to attendance of training session, approval must be obtained from the Chief of Police and the City Administrator.

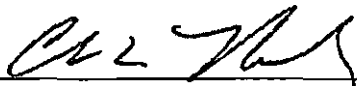
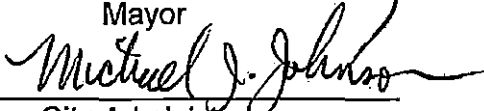
ARTICLE XXIV

DURATION



This Agreement shall be effective from January 1, 2016 until December 31, 2018 and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of their desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th Day of April, 2016

CITY OF NEW PRAGUE

By: 
Mayor
By: 
City Administrator

LAW ENFORCEMENT LABOR SERVICES, INC.

By: 
Jim Roberts, Business Agent
By: 
Tim Appen, Police Sergeant

SCHEDULE "A"
(2016 – 2017 – 2018)

<u>Police Officer</u>	<u>Minimum Hourly Rate January 1, 2016</u>	<u>Minimum Hourly Rate January 1, 2017</u>	<u>Minimum Hourly Rate January 1, 2018</u>
<u>Effective</u>			
Step 1.....	\$26.70	\$27.43	\$28.25
Step 2.....	\$27.43	\$28.19	\$29.02
Step 3.....	\$28.19	\$28.96	\$29.82
Step 4.....	\$28.96	\$29.76	\$30.64
Step 5.....	\$29.76	\$30.58	\$31.49
Step 6.....	\$30.58	\$31.42	\$32.35
Step 7.....	\$31.42	\$32.28	\$33.24
Step 8.....	\$32.28	\$33.17	\$34.16
Step 9.....	\$33.17	\$34.08	\$35.09

<u>Police Sergeant</u>	<u>Minimum Hourly Rate January 1, 2016</u>	<u>Minimum Hourly Rate January 1, 2017</u>	<u>Minimum Hourly Rate January 1, 2018</u>
<u>Effective</u>			
Step 1.....	\$31.80	\$32.67	\$33.64
Step 2.....	\$32.68	\$33.57	\$34.57
Step 3.....	\$33.57	\$34.49	\$35.52
Step 4.....	\$34.50	\$35.44	\$36.50
Step 5.....	\$35.45	\$36.42	\$37.50
Step 6.....	\$36.42	\$37.42	\$38.53
Step 7.....	\$37.42	\$38.45	\$39.59
Step 8.....	\$38.45	\$39.50	\$40.68
Step 9.....	\$39.51	\$40.59	\$41.80

Field Training Officer - to receive 1 hour compensatory time per 10 hours of Field Training completed, (or fraction thereof).

Effective July 1, 1992 and thereafter on dates of COLA increase, 50% of the COLA increase may be withheld for just cause by the department from an officer. Thereafter an officer will be reviewed every six months until a satisfactory rating is obtained. Once a satisfactory rating is obtained for the prior six-month period an officer will be placed at the contract rate equivalent to their years of service for the current six-month period.