

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF PINE RIVER

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

LOCAL NO. 341

POLICE

January 1, 2016 – December 31, 2018

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Pine River (hereafter the “Employer”) and Law Enforcement Labor Services, Inc., Local No. 341 (hereafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc., Local No. 341.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., Local No. 341.

Section 1.3. Employee: An Employee of the City of Pine River Police Department and a person occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Section 1.4. Department: The City of Pine River Police Department.

Section 1.5. Employer: The City of Pine River or the City.

Section 1.6. Chief: The Chief of the City of Pine River Police Department.

Section 1.7. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., Local No. 341.

Section 1.8. Scheduled Work Shift: An Employer scheduled, consecutive number of work hours in a 24-hour work cycle, including rest breaks and lunch break.

Section 1.9. Workweek: An Employer scheduled number of workshifts in a seven day work period.

Section 1.10. Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.11. Seniority: The length of an Employee’s continuous service with the Employer.

Section 1.12. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift. An extension or early report to an assigned shift for duty does not qualify the Employee for call back pay.

Section 1.13. Emergency: An unforeseen combination of circumstances or conditions reasonably expected to endanger life or property as defined by the Employer and calling for immediate action by the Employer.

**ARTICLE 2
PURPOSE OF AGREEMENT**

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. The provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

**ARTICLE 3
RECOGNITION**

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 08PCE0363, November 21, 2007, as:

“All essential Licensed employees of the City of Pine River Police Department, Pine River, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.”

All other City of Pine River employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to an order made in accordance with Minnesota Statutes, Chapter 179A.

**ARTICLE 4
EQUAL APPLICATION**

Section 4.1. Neither the Employer nor the Union will discriminate against any employee on any basis prohibited by law.

Section 4.2. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 8 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.
- (3) The Union agrees to fairly represent all members of the bargaining unit regardless of Union membership or non-membership or any other factor.

ARTICLE 5 UNION ACTIVITY

Section 5.1. Union Stewards/Negotiation Committee. The Union may designate certain employees from the bargaining unit as Union Stewards and shall inform the Employer in writing of such choices and any changes in such choices. The Employer agrees to permit a negotiation committee designated by the Union made up of four members, including the Union's business agent, to appear at all negotiations meetings with the Employer.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules and applicable laws to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 5.3. Bulletin Board. The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s), announcements, or other documents relating to Union, Employee, and Employer affairs.

ARTICLE 6 CHECKOFF OF UNION DUES/FAIR SHARE

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll and transmitted to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Fair Share Fee. Any fair share fee shall be provided pursuant to Minn. Stat. § 179A.06, Subd. 3, as amended.

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7 EMPLOYER RIGHTS

Section 7.1. The Employer retains the full and unrestricted right to operate and manage all personnel, 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 plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to establish new or change existing personnel, facilities, equipment, functions, programs, budgets, technology, organizational structure, operations and services of the Employer, and the methods, means, organization, and number of personnel; to select, direct, and determine the number of personnel; to assign duties, tasks, jobs, shifts, and overtime to personnel; to establish work schedules and hours; to hire, promote, assign, and transfer employees; to lay off employees because of lack of work or funds or other good and sufficient reasons; to make and enforce reasonable rules and regulations; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 7.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term or 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 8 GRIEVANCE PROCEDURE

Section 8.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 8.2. 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.

Section 8.3. Processing 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 the Union Representative will be released for a reasonable amount of time from work, without loss in pay, to investigate a grievance and to attend meetings or hearings with the Employer pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer.

Section 8.4. Grievance Procedure. A grievance, as defined by Section 8.1, 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) calendar days after the Employee is or should have been aware of the alleged violation, present such grievance to the Police Chief. The Chief will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the Employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing setting forth the nature of the Employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the Employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the Police Chief. The Police Chief shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance unresolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following receipt by the Union of the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after receipt of the Employer's Step 2 answer, and not otherwise submitted to mediation as provided in Step 2A below, shall be considered waived.

Step 2A – A grievance unresolved in Step 2 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 3.

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 8.5. Arbitrator's Authority. The arbitrator will 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 to the arbitrator 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 to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the

parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed 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 representative 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.

Section 8.6. Waiver. If a grievance is not submitted 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 Union.

Section 8.7. Choice of Remedy. If, as a result of the written Employer response in Step 2 or mediation in Step 2A, 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 this Article or a procedure such as, Civil Service, Veteran's Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article.

ARTICLE 9 DISCIPLINE

Section 9.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- (1) Oral reprimand, which shall be documented in writing and placed in the individual personnel file;
- (2) Written reprimand, which will be presented orally and also a copy placed in the individual personnel file;
- (3) Suspension without pay;
- (4) Demotion; or
- (5) Discharge.

Section 9.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 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 signature of the Employee. The Employee will receive a copy of such reprimand and/or notices, and a copy thereof will be provided to the union, except to the extent providing a copy to the union would be prohibited by law.

Section 9.4. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 9.5. Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

Section 9.6. Provided that there have been no further disciplinary actions against the employee during the interim period, documentation of oral reprimands, will be removed from the employee's personnel file and be of no further effect one (1) year after the date on which the reprimand was delivered to the employee or placed in his or her personnel file.

Section 9.7. Provided that there have been no further disciplinary actions against the employee during the interim period, written reprimands not resulting in suspension, will be removed from the employee's personnel file and be of no further effect five (5) years after the date on which the reprimand was delivered to the employee or placed in his or her personnel file.

Section 9.8. An employee, who is the subject of an investigation that the employee reasonably believes could lead to discipline against the employee, will not be questioned unless the subject employee has been given an adequate opportunity to have a Union representative present at such questioning. The Employee must request to have a union representative present at the investigatory interview, and the Employer has no obligation to inform the employee of his or her rights under this clause. Failure of a Union representative, without good cause, to appear at an investigatory interview based on the request of the subject employee or failure of the subject employee to make a timely request shall not limit or diminish the Employer's right to proceed with the investigation with or without interviewing the subject employee. In the event that the Peace Officer Discipline Procedures Act, Minn. Stat. § 626.89, is applicable to an investigatory interview of the subject employee, the procedures therein shall supersede those in this paragraph to the extent inconsistent therewith.

Section 9.9. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in his/her personnel file into said personnel file at any time.

ARTICLE 10 HOURS OF WORK

Section 10.1. Work Schedules. The sole authority in establishing work schedules is the Employer. The normal scheduled work shift for full-time employees may be between eight (8) and twelve (12) consecutive hours as assigned by the Employer and as designated on the official work schedule.

Section 10.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees. Overtime compensation for hours worked shall be provided only as specified in Article 12.

Section 10.3. Scheduling. The Union recognizes that a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the Employer. A standard scheduling procedure shall be established and maintained providing for hours of work and a distribution of responsibilities in accordance with the job classifications of the employees in the Police Department. The Employer reserves the right to designate shifts and establish work schedules based on public necessity as determined by the Employer.

Section 10.4. The Employer agrees to provide notice to employees of changes of shifts or the normal work day in advance whenever possible, except in the case of emergency.

Section 10.5. The Employer reserves the right to change shifts immediately in the event of an emergency. Employees may temporarily exchange shifts with permission of the Police Chief. The Police Chief's determination of shift is final. Assignment to shifts will not be done for disciplinary reasons. Voluntary exchange of shifts with the permission of the Police Chief will not obligate the Employer for payment of overtime.

Section 10.6. Employees assigned to patrol duties shall receive a one-half hour paid meal break and two fifteen minute interruptible rest break periods during each full shift worked.

ARTICLE 11 OFF-DUTY EMPLOYMENT

Employees must receive prior written approval from the Employer before accepting outside/off-duty employment. No outside/off-duty employment will be permitted, which involves a conflict of interest, which brings discredit to the employee or the Police Department or which otherwise interferes with the performance of the employee's duties. These factors are illustrative only, and are not exclusive. Approval may be subsequently withdrawn at the discretion of the Employer. Reasonable requests to work outside/off-duty employment will not be denied.

ARTICLE 12
OVERTIME

Section 12.1. Employees shall be compensated for overtime hours worked at the rate of one and one-half (1 and ½) times the employee's base rate of pay for hours worked in excess of 80 hours in a 14 day work period.

Section 12.2. For purposes of calculating overtime compensation under the terms of this Agreement, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 13
COMPENSATORY TIME

Section 13.1. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked, in accordance with this Article. Employees may choose, in lieu of cash overtime payment under Article 12, to instead accumulate up to forty (40) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated, the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay. Any accumulated, unused compensatory time in excess of 40 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 13.2. An Employee must obtain the Chief's approval to take compensatory time off, which may be granted or denied at the sole discretion of the Chief. If the Chief denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Article.

**ARTICLE 14
WAGES**

Section 14.1. Wages.

Hourly wages shall be as set forth in the following table based on the employee's full-time employment with the City of Pine River. Step movement shall take place when an officer completes probation and on January 1st of each year thereafter.

Step	January1, 2016	January1, 2017	July 1, 2017	January1, 2018
1 - Starting	16.00	16.00	16.00	16.00
2	17.00	17.00	17.00	17.00
3	18.00	18.00	18.00	18.00
4	18.50	18.50	18.50	18.50
5		19.00	19.00	19.00
6			19.50	19.50
7				20.00

Part-time officers shall be paid at a rate to be determined by the City at the time of hiring.

Section 14.2. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

**ARTICLE 15
TRAINING TIME, COURT TIME, CALL TIME**

Section 15.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated and such time shall be counted as hours worked for the purpose of computing wages and other benefits provided by this Agreement in accordance with the FLSA and its corresponding rules governing training, travel and meal time. Required or mandatory training will be as determined and selected by the Employer and assigned to officers by the Chief.

A request by an employee for voluntary or discretionary training shall be made in writing to the Employer. Voluntary training approved by the Employer shall be compensated at the employee's base rate of pay insofar as overtime will not be required. The Employer's determinations made under this paragraph are not subject to the grievance procedure. Training fees for all voluntary or discretionary courses approved in writing by the Employer will be paid by the Employer as a benefit to the officers.

Section 15.2. Court Time. There shall be a minimum of two (2) hours pay at one and one-half (1 and ½) times the employee's base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work shift. Whenever a police officer is called for court duty or court within two hours prior to the beginning of the employee's regular shift or within two hours following the Employee's regular shift, the employee shall be paid overtime for such hours and the officer shall be expected to immediately report for work if the employee's court time responsibilities end prior to the commencement of the employee's shift. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum. If an employee is scheduled to appear in court on an off-duty day and the employee verifies after 4:00 p.m. the business day prior to the court appearance that such court appearance is still scheduled, the employee shall receive the two (2) hour minimum if the court appearance is subsequently cancelled.

Section 15.3. Call Back Time. An employee who is called back for work during the employee's scheduled time off shall receive a minimum of two (2) hours' pay at one and one-half (1 and 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 two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement.

ARTICLE 16 CLOTHING/EQUIPMENT

Section 16.1. The Employer will issue newly hired employees all required uniforms and equipment. All issued equipment shall remain the property of the Employer while in the possession of the employee for use by the employee during employment, and shall be returned to the Employer upon termination of employment.

Section 16.2. All future uniforms and equipment will be replaced or added as needed, subject to reasonable Employer discretion, following receipt by the Employer of a written request by an employee.

ARTICLE 17 INSURANCE

Section 17.1. The Employer will contribute to each full-time employee participating in the group insurance plan an amount equal to that established by the Employer for other non-union City of Pine River employees. The Employer contribution to insurance specified herein shall be prorated for each part-time employee working less than a full-time schedule in proportion to the employee's regularly scheduled hours of work. Notwithstanding the foregoing, in no event shall the Employer's contribution to the group insurance plan exceed the total monthly premium payment for an employee participating in the group insurance plan.

Section 17.2. Health insurance coverage shall be provided through a group health insurance plan and shall be provided to all benefit eligible Employees upon the effective date of said coverage.

**ARTICLE 18
HOLIDAYS**

Section 18.1. The following will be observed and considered as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Christmas Eve Day (1/2 day)
Memorial Day	Christmas Day
Independence Day	

Section 18.2. All full-time employees required to work on any or all of the holidays listed above shall be paid the employee's base rate of pay for hours worked in addition to 8 hours of holiday pay.

Section 18.3. In addition to 8 hours of holiday pay, Employees required to work Easter, Thanksgiving and Christmas shall receive Holiday Reserve Time at the rate of one-half (½) times the number of holiday hours worked. Holiday Reserve Time will be utilized as time off within one (1) year of being earned. This provision does not apply to Part Time Officers.

Section 18.4. All full-time employees will be paid holiday pay equal to eight hours at the employee's base rate of pay when a holiday falls on an employee's day off.

**ARTICLE 19
VACATIONS**

Section 19.1. The Employer will provide employees with paid vacation in accordance with the adopted City of Pine River Personnel Policy, as amended.

Section 19.2. Any changes pursuant to the Personnel Policy regarding this Article, which impact a term or condition of employment and will result in a reduction of benefits must be negotiated.

Section 19.3. All vacation requests shall be approved or denied by the Chief and are not subject to the grievance procedure.

**ARTICLE 20
LEAVES OF ABSENCE**

Section 20.1. Leave of Absence. Employees may request an unpaid leave of absence in accordance with the adopted City of Pine River Personnel Policy, as amended.

Section 20.2. Jury or Witness Duty. Employees called for jury duty shall be compensated in accordance with the adopted City of Pine River Personnel Policy, as amended.

Section 20.3. Military Leave. Employees shall be granted leave of absence for purposes of military

service in accordance with applicable law and the adopted City of Pine River Personnel Policy, as amended.

Section 20.4. Funeral Leave. An employee shall be granted funeral leave in accordance with the adopted City of Pine River Personnel Policy, as amended.

Section 20.5. FMLA and Parental Leave. Family and Medical Leave Act (FMLA) leave and parental leave shall be available to eligible employees in accordance with existing law and the adopted City of Pine River Personnel Policy, as amended.

ARTICLE 21 SICK LEAVE

Section 21.1. Sick leave will be granted and accumulated in accordance with the adopted City of Pine River Personnel Policy, as amended.

Section 21.2. Any changes pursuant to the Personnel Policy regarding this Article, which impact a term or condition of employment and will result in a reduction of benefits must be negotiated.

ARTICLE 22 LAYOFF/SENIORITY

When a reduction in the work force becomes necessary, the Employee with the least seniority in a job classification will be laid off first. The last Employee laid off in a job classification will be the first to be recalled for work. Recall rights under this provision will continue for eighteen (18) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 23 VACANCIES AND PROMOTIONS

The Employer may fill permanent vacancies by posting internally or externally for applicants. In judging qualifications, the following factors will be considered.

- (1) demonstrated work behavior;
- (2) qualifications, knowledge, skills and ability;
- (3) ability to get along with co-workers;
- (4) past and present job experience;
- (5) past and present education and training;
- (6) past and present work record;
- (7) responses to interview questions.

**ARTICLE 24
RESIGNATION**

Two weeks shall constitute proper notice for an employee who is planning to resign or retire in good standing.

**ARTICLE 25
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Section 25.1. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

Section 25.2. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Agreement.

Section 25.3. Severability. In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

Section 25.4. The City of Pine River and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 26
RIGHT TO SUBCONTRACT**

In the event the Employer decides to enter into an agreement with another political subdivision for law enforcement services with a resulting reduction in workforce or resulting in the disbandment of the Pine River Police Department, the Employer shall provide at least 30 days notice to the Union prior to making a reduction in the workforce or at least 90 days notice for disbandment of the department. Upon written request from the Union, the Employer will meet with the Union and discuss means to minimize any effects on the bargaining unit members.

**ARTICLE 27
CONSTITUTIONAL PROTECTION**

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

**ARTICLE 28
WAIVER**

Section 28.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties 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 subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 28.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 28.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

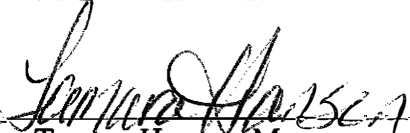
Section 28.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 29
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2016 through December 31, 2018, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2018, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF PINE RIVER

BY: 

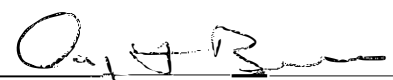
Tamara Hansen, Mayor

BY: 

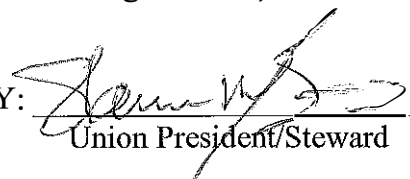
Wanda Mongan, City Clerk

DATE: 11-1-15

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

BY: 

Douglas Biehn, Business Agent

BY: 

Union President/Steward

DATE: 11-2-15