
**COLLECTIVE
BARGAINING
AGREEMENT**

CITY OF ROCHESTER
AND
LAW ENFORCEMENT
LABOR SERVICES, INC.
LOCAL 194

2016 -- 2018

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This Agreement is entered into between the City of Rochester, (COR hereinafter referred to as the "City"), and Law Enforcement Labor Services, Inc., (LELS hereinafter referred to as the "Union").

1. PURPOSE

The purpose of this Agreement is to promote harmonious relations between the City and employees covered by this Agreement; to establish an equitable and peaceful procedure for resolving differences; to establish rates of pay, hours of work and other conditions of employment; to maintain individual productivity and quality of services; and to prevent any interruptions of work and interference with the efficient operations of the Police Department of the City of Rochester.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Minnesota, its Charter, or Civil Service Rules and Regulations.

2. DEFINITIONS

BASIC HOURLY RATE as defined by Fair Labor Standards Act.

CHIEF means the Chief of the Rochester Police Department.

EMERGENCY means situations so defined by the Chief or an authorized person acting in his absence.

EMPLOYEE means a member of the formally recognized bargaining unit represented by the Union.

GRIEVANCE COMMITTEE means the elected Officers of the Union or their appointees, not to exceed three (3) in number.

POLICE DEPARTMENT means the Rochester Police Department.

GENDER means the term "he" or "his" as found in this document are utilized for the sake of brevity and are not meant to imply the exclusion of other genders within the work force or discrimination on the part of either party to this Agreement.

UNION means Law Enforcement Labor Services, Inc., Local #194.

3. RECOGNITION

The City recognizes the Union as the exclusive representative for Police Officers and Sergeants in the Police Department for the purpose of establishing rates of pay, hours of work, and other conditions of employment.

4. UNFAIR LABOR PRACTICES

Both the City and the Union fully recognize and acknowledge the terms and conditions of the Public Employment Labor Relations Act with specific reference 179A. et seq. and that upon claim of violation thereof, either party may invoke the provisions of the grievance procedure herein set forth.

5. DUES CHECK-OFF AND UNION ACTIVITY

The City agrees to deduct the monthly membership dues for each member of the Union who authorizes this deduction by signing the payroll deduction authorization card and forwarding it to the

Finance Department. Such authorization shall be revocable by the employee at his/her written request. The City will remit the dues collected on a monthly basis. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

- A. Officers, agents, representatives, or members of the Union who are not employees of the Police Department shall have access to the premises of the City, at reasonable times, provided he/she notifies the Chief of Police or in his/her absence, the Deputy Chief of the work area and his/her presence will not disrupt the orderly routine of the Department.
- B. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall, with the approval of the Chief of Police, or in his/her absence, the Deputy Chief of the work area, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, providing the purpose of these activities is the maintenance of harmonious and cooperative relations between Employer and the employees and uninterrupted operation of the Police Department.
- C. The Union agrees to keep a current list on file with the Police Department of employee and non-employee representatives who would avail themselves of the provisions of A and B above. Only these individuals found on such a list shall be considered official representatives of the Union.

6. GRIEVANCE PROCEDURE

- A. **Definition of a Grievance:** A grievance is defined as a dispute or disagreement involving the interpretation or application of the terms of this Agreement.
- B. **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 will notify the Employer in writing of the names of such Union representatives and their successors.
- C. **Processing of a Grievance:** The aggrieved employee and the Union representatives will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and Union representatives have notified and received the approval of the Employer.
- D. **Procedure:** Grievances will be resolved in accordance with the following procedure:

Step 1. An employee claiming a grievance will present the grievance to the employee's Captain within twenty-one (21) days after the violation alleged in the grievance. A grievance filed at Step 1 shall be placed in writing setting forth the nature of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

The Captain will give an answer to the Step 1 grievance within fourteen (14) calendar days after the grievance was received.

Step 2. A grievance not resolved in Step 2 may be appealed in writing to the Police Chief at Step 2 within fourteen (14) calendar days after the Captain's answer in Step 1. The Union and the Police Chief shall meet to discuss the grievance. The Police Chief will give an answer to the Step 2 grievance within fourteen (14) calendar days after the date of the Step 2 meeting.

Step 3. A grievance not resolved in Step 2 may be appealed in writing to the City Director of Human Resources at Step 3 within fourteen (14) calendar days after the Police Chief's answer in Step 2. The Union and the Director of Human Resources shall meet to discuss the grievance.

The City Director of Human Resources will give an answer to the Step 3 grievance within fourteen (14) calendar days after the date of the Step 3 meeting.

Step 4. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services (BMS). A submission to mediation preserves the time lines for filing for Step 5.

Step 5. A grievance unresolved in Step 3 or Step 4, will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

E. Choice of Remedy: If the grievance remains unresolved after Step 3 or Step 4, the grievance may be appealed to either Step 5 or to a procedure such as Civil Service, Veteran's preference, or Human Rights. If appealed to any procedure other than Step 5, the grievance is not subject to arbitration pursuant to Step 5. The employee shall indicate in writing which procedure the employee chooses to use. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission may also pursue an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void and deleted.*

F. Arbitrator's Authority: The arbitrator shall consider only the specific issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without power to add to, subtract from, nullify, ignore, or modify in any way the terms of this Agreement. The decision shall be rendered within thirty (30) days of the close of the hearing or the submission of written briefs by the parties, whichever is later. The decision shall be based solely on the arbitrator's interpretation or application of the terms of this Agreement and on the facts of the grievance presented.

It is understood by the parties that:

1. The cost of the arbitrator, including any cancellation penalty, shall be paid equally by the Employer and the Union unless otherwise mutually agreed.
2. Each party shall pay the cost of its witnesses, legal fees, and representatives.
3. To the extent permitted by law, the decision of the arbitrator shall be final and binding.

G. Waiver: If a grievance is not presented within the time lines set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time lines set forth above, or any mutually agreed extension thereof, it will 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 line in each step may be extended by mutual agreement of the parties.

7. MANAGEMENT RIGHTS

The Employer and the Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Police Department and to meet its obligations under Federal, State, and local law. Such rights include, but are not limited to, the right to direct the working forces; to plan, direct, and control all the operations of the Police Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; and to change or eliminate methods of operation, equipment, or facilities.

8. HOURS OF WORK

- A. The workday consists of either twelve (12) hours, if working on the platoons, or eight and four tenths (8.4) hours if working any other position.
- B. **CHANGES IN SHIFT ASSIGNMENT.** An employee must be notified of a change in normally scheduled shift twelve (12) hours before the change is to take place except in cases of emergencies. If an employee is required to work non-scheduled hours, the employee will be compensated at the rate of one and one-half (1 ½) employee's basic hourly rate of pay.
- C. **OVERTIME.** Employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay in either compensatory time or paid overtime at the employee's option with the approval of the supervisor for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours: All work in excess of eight and four-tenths (8.4) hours on any scheduled eight and four-tenths (8.4) hour work day and all work in excess of twelve (12) hours on any scheduled twelve (12) hour work day. At no time shall the number of bank hours accrued exceed two hundred and forty (240) hours.
- D. The normal work year is two thousand and eighty (2080) hours to be accounted for by each employee through:
1. hours worked on assigned shifts;
 2. holidays;
 3. authorized leave time;
 4. sick leave;
 5. assignments to other duties.
- E. Each employee working one hundred and four (104) hours over the basic two thousand eighty (2080) hours, either on the twelve (12) hour shifts or the eight and four-tenths (8.4) hour shifts shall be compensated at their regular rate of pay.

For the term of this CBA, both the Employer and LELS agree to define "normal work year" as it relates to Sections D and E of this Article, as thirteen (13) twenty-eight (28) day work cycles. Bargaining unit employees will continue to receive bi-weekly payroll checks.

- F. **CALL BACK.** Whenever it is necessary for an off-duty Officer to appear at or for any official matters pertaining to or arising from police business, the Officer will be paid a minimum of four (4) hours at the regular straight hourly rate of pay or at a rate of one and one-half (1 ½) the regular straight hourly rate of pay for actual time worked, whichever is greater. This will be taken either in bank time or paid overtime at the discretion of the employee.

- G. An Officer will be paid at time and one-half (1 ½) their regular rate for actual hours worked when providing contracted police services.
- H. Hours spent in work-related training which has been approved by the Chief or his/her designee will be considered time worked. Time worked will include time spent driving to and from a training site located outside of Rochester and hours worked necessary to complete assignments required by the training instructor(s).

Time spent on breaks in which work is not required will not be considered time worked.

An employee's schedule may be modified with at least twelve (12) hours' notice in order to accommodate training time in accordance with Article 8 B of the Agreement.

There will be no overtime for hours spent in training, unless required by Article 8 C of the Agreement.

- I. By October 15th of each year, an Officer may choose to sell back up to sixty (60) hours of accrued compensatory time with a payout in the second (2nd) pay period in November. Any compensatory time hours sold back will be removed from the Officer's compensatory time balance. RPD leadership will prepare and disseminate a compensatory time sell-back document for Officers to complete.

9. COURT APPEARANCES

- A. When an employee is required to be available for Court or any other matters pertaining to or arising from police business, or to "appear" before the prosecutor for a pre-trial conference during their scheduled off-duty time, the employee will be paid a minimum of four (4) hours at the regular hourly rate of pay or at a rate of one and one-half (1 ½) the regular straight hourly rate of pay for actual time worked, whichever is greater. This is to be taken in either compensatory time or paid overtime at the discretion of the Officer.
- B. If the time required for court appearances exceeds four (4) hours, the employee shall be paid for the actual time required to be in attendance, at the rate of one and one-half (1 ½) the regular straight hourly rate of pay. This is to be taken in either compensatory time or paid overtime at the discretion of the employee.

An early report to, or an extension of, a regularly scheduled shift does not qualify for the four (4) hour minimum. Employees will be paid at one and one-half (1 ½) the regular straight hourly rate for actual hours spent in court prior to, or after, their regularly scheduled shift.

- C. When employees have received a court notice with a specific date and time for a scheduled appearance and the appearance is canceled after 2:00 PM on the business day prior to the required scheduled court appearance, the employee shall be compensated with four (4) hours of regular pay or compensatory time at the discretion of the employee.
- D. Employees will be paid the four (4) hour compensation or compensatory time minimum when they receive a court notice with a specific date and time for appearance and the appearance is rescheduled.
- E. Employees will not be compensated for court appearances or court notices when they are scheduled to work and will not be compensated at a rate greater than one and one-half (1 ½) the regular straight hourly rate of pay at any time.

Employees will not receive additional compensation for concurrently scheduled court cases. A court case will be considered concurrent when it is scheduled within four (4) hours of a court case that resulted in compensation.

10. HOLIDAYS

- A. Employees shall receive four point six one five (4.615) hours, in lieu of the holiday, added to their vacation time each pay period. The amount of time added shall not exceed one hundred twenty (120) hours per year (ten [10] hours per the twelve [12] holidays observed).
- B. Holidays to be observed will be:
 - 1. Martin Luther King's Birthday
 - 2. President's Day
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Columbus Day
 - 7. Veteran's Day
 - 8. Thanksgiving Day
 - 9. Day After Thanksgiving
 - 10. Christmas Eve Day
 - 11. Christmas Day
 - 12. New Year's Day

*All above holidays to be on the observed date.
- C. Any employee required to work on the following holidays: Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Day will receive time and one-half (1 ½) pay for that day.
- D. The City will pay double time on a holiday for hours worked as the extension of a shift or if an Officer is called in to work on a holiday when the Officer was scheduled off. This provision shall apply to the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- E. Holiday pay will be paid for the actual time worked on that holiday.

11. VACATION

- A. Employees shall not be granted any vacation until they have been employed six (6) months.
- B. Employees shall earn vacation benefits from the start of their employment.
- C. No vacation benefits shall accrue to an employee terminating within six (6) months of his employment date.
- D. In accordance with Article 7 of this Agreement, the Chief of Police or his designee shall establish vacation schedules with first (1st) consideration given to the efficient operation of the department and second (2nd) consideration to the wishes of employees as to vacation time. Vacations may not be taken without advance approval of the Chief of Police or his designee.
- E. Priority for vacation dates shall be based on seniority as far as feasible.

- F. Upon termination in good standing, disability or death, any reserved and accrued vacation hours will be converted to taxable earnings.
- G. A vacation cap of two (2) times annual vacation accrual plus sixty-four (64) hours is applied to each Officer's vacation balance after the last pay date in December.
- H. Employees have the following vacation schedule:

TIME WORKED	VACATION
Less than 1 year	Prorated 80 hours
1 – 2 years	80 hours
3 – 5 years	120 hours
6 – 10 years	144 hours
11 – 15 years	168 hours
16 – 19 years	192 hours
20 + years	200 hours
PRORATED VACATION SCHEDULE – MONTHS OF SERVICE	WEEK SCHEDULE (WORK DAYS OF VACATION ALLOWED)
	New Employees
1	8 hours
2	16 hours
3	20 hours
4	24 hours
5	32 hours
6	40 hours
7	48 hours
8	56 hours
9	60 hours
10	64 hours
11	72 hours

12. SICK LEAVE

- A. Sick leave with pay will be granted for a bona fide personal illness, medical examination, medical treatment, legal quarantine, dental care, and for pre-natal examination. When an employee is eligible for Worker's Compensation payments from the City, he/she may supplement these payments with a prorated portion of his/her sick leave, so that the combination of the two (2) will equal regular pay. When his/her sick leave account is exhausted, he/she will receive Worker's Compensation payments only.
- B. Sick leave also may be used in case of serious illness in the immediate family, requiring the employee's attendance and shall be for the actual time required, but not to exceed three (3) workdays, except with approval from the Chief.
- C. No sick leave shall be granted to an employee during the first (1st) month of employment, but leave shall accrue from the start of his/her employment.

- D. Employees shall be granted eight (8) hours of sick leave for each calendar month of employment or major fraction thereof. Unused sick leave shall accrue. There shall be no maximum accumulation limit.
- E. Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days that an employee would normally have worked will be charged against his/her sick leave account.
- F. An employee claiming sick leave may be required to file competent written evidence to the Chief or his/her representative that he/she has been absent as authorized. Sick leave taken immediately preceding termination or retirement of an employee must be substantiated by written medical report.
- G. An employee who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical evidence, as the Chief or his/her representative determines is necessary, that he/she is again able to perform all significant duties of his/her job in a competent manner and without hazard to himself/herself or others.
- H. Sick leave is a benefit intended to prevent the loss of regular income during a time of personal illness or accident, or serious family crisis as defined in this Article. Each employee shall be held responsible for the reasonable, prudent, and bona fide use of sick leave benefits.
- I. Claiming sick leave when physically fit, except as provided in this Article, may be cause for disciplinary action. The employee must notify his/her duty Lieutenant of his/her need for leave at the earliest possible moment and preferable before the start of his/her scheduled working hours. Failure to make diligent effort to give such notification may result in payroll deduction for such time taken.
- J. No sick leave will be allowed for illness, injury, or physical inability resulting from misconduct or excessive use of alcohol or narcotics, except in the case of an employee pursuing appropriate treatment for the illness of alcoholism or other forms of chemical dependency. No sick leave benefits of any kind will be granted after termination of employment except as provided in Article 13, UNUSED SICK LEAVE.
- K. Sick leave may not be used for injury or illness resulting from employment other than with the City.

13. UNUSED SICK LEAVE

For employees hired prior to January 1, 2014: When an employee separates employment after ten (10) years of regular full-time or regular part-time employment with the City of Rochester, the City will convert forty (40) percent of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

After ten (10) years of service, the dollar value of accumulated sick leave hours will be equal to forty (40) percent of the total accumulated sick leave hours at the time of separation multiplied by the employee's hourly rate of pay at the time of separation. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty (40) percent of their accumulated sick leave.

For employees hired on or after January 1, 2014: All employees who have accrued ten (10) or

more continuous years of full-time or regular part-time service with the City, except those who are discharged for cause, shall convert forty (40) percent of the employee's first (1st) twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

In case of permanent disability of an active employee, as determined by PERA, an amount equal to one hundred (100) percent of unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred (100) percent of unused sick leave will be paid in cash (less required State and Federal withholdings) to the dependent(s).

14. INSURANCE

- A. The City will provide term life insurance in an amount equal to the employee's annual salary rounded to the next higher thousand as outlined in the master policy on file in the City Clerk's Office.
- B. The City will provide group medical and hospitalization insurance pursuant to the City's self-insured medical plan and will pay ninety-five (95) percent of the cost for employee coverage. The employee shall pay the remaining five (5) percent of the cost of employee coverage under the plan.
- C. Dependents may be covered under the same plan at the employee's expense. The City will pay eighty-five (85) percent of the premium for dependent coverage. The City will provide group dental insurance as outlined in the master policy on file in the City Clerk's Office and will pay one hundred (100) percent of the cost for employee coverage.
- D. Dependents may be covered under the same policy at the employee's expense, except that the City will pay eighty-five (85) percent of the premium for dependent coverage effective the first (1st) of the month following twenty (20) calendar days of continuous employment.
- E. New eligible employees selecting the forgoing insurance, will have coverage effective the first (1st) of the month following his/her hire date.
- F. Married couples where both are employed by the City may choose one of the spouses to carry family coverage. The other employee/spouse will not be required to carry single/individual coverage.
- G. Whenever an employee is on an authorized leave of absence from City employment, his/her insurance coverage shall cease on the last day of that month unless he/she makes payment for individual coverage as well as payment for family coverage, if applicable, in the Human Resources Department. Should a leave of absence qualify under the Family and Medical Leave Act (FMLA), the City will continue to pay its portion of the employee and dependent premium. The employee will however be responsible for the remainder of the dependent premium. Failure by the employee to make a timely payment as described above will result in loss of dependent coverage.
- H. Employee's group coverage shall cease on the last day of the month following his/her termination date or on the date of the termination if that is also the last day of the month.
- I. It shall be the employee's personal responsibility for notifying Human Resources, in writing, of

all desired changes in coverage, prior to their effective date, as well as for making all premium payments when the employee is temporarily off the payroll, and for making prompt insurance conversion arrangements upon termination of employment.

- J. The City assumes no liability or responsibility for failure to insure or for lapsed or expired Insurance coverage in any case.
- K. Continuation of insurance coverage will be available as provided by Federal and State law and other provisions of this Agreement.

15. OPTION TO PURCHASE CITY-SPONSORED HEALTH/DENTAL COVERAGE, AND/OR LIFE INSURANCE AFTER RETIREMENT

An employee who retires from regular full-time employment with the City of Rochester may continue to participate indefinitely in the City-sponsored health and/or dental insurance group that the employee participated in immediately prior to retirement. The retiree may receive dependent coverage only if s/he received dependent coverage immediately prior to retirement. A retiree who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage, but the retiree may not drop individual coverage and retain dependent coverage. City-sponsored life insurance may continue until the retiree's seventy-fifth (75th) birthday.

After the retiree's sixty-fifth (65th) birthday and if the retiree has enrolled in Medicare and if s/he has dependent coverage in effect, the retiree can pay a dollar amount equivalent to the cost of covering two (2) individuals under the City's plan, if no other dependents require coverage. The same holds true if the retiree's spouse turns age sixty-five (65) prior to the retiree and is eligible for and enrolled in Medicare.

In order to retain City-sponsored health and/or dental coverage or life insurance, the retiree and his/her spouse, if applicable, must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.

For the retiree, until age sixty-five (65), the amount of life insurance coverage which can be purchased is any amount, in one thousand dollar (\$1,000.00) increments, between a minimum of ten thousand dollars (\$10,000.00) and a maximum of the amount of coverage available to the employee on the date of retirement from the City. Beginning on a retiree's sixty-fifth (65th) birthday, the amount of life insurance coverage is limited by the underwriter to ten thousand dollars (\$10,000.00). Any lifetime maximum benefit designated in the City's health coverage plan document continues to be applied after retirement.

16. INJURY ON DUTY

For each separate incident of personal injury or illness arising out of and in the course of employment with the City of Rochester for which benefits are provided under the Minnesota Workers' Compensation Law, each employee shall receive disability leave equal to his or her normal salary for each working day absent from work as a result of such injury, for a period not to exceed six hundred and eighty-eight (688) hours, provided the employee provides written medical evidence that he/she is unable to work. Any costs related to obtaining written medical evidence will be paid by the City of Rochester. Disability leave shall include Workers' Compensation benefits and an employee receiving such disability leave shall sign a receipt for such benefits. At no time shall an employee be allowed to receive more net wages than he/she received at the time of the injury, providing all wages and deductions remain the same.

In case an Officer, while off-duty, volunteers his/her services and engages in police activities involving the protection of life and property, aid a citizen in distress and enforcement of the peace in the City of Rochester, including the pursuit or capture of any person charged with or suspected of a crime, he/she shall be covered by the provisions of this Article. Such coverage shall not apply to an off-duty Officer who is injured while in the employ of someone other than the City. No benefits shall be paid under this paragraph unless the Officer injured while off-duty files with the Police Department within two (2) days after the occurrence of the injury the following reports:

1. Miscellaneous Report and
2. Supplemental Record of Occupational Injuries and Illnesses.

In the event that the Officer is incapacitated, either mentally or physically, and is unable to file the reports within the required time, the Union may file said report on behalf of the Officer except that this shall be done within six (6) days after the occurrence.

17. WAIVER OF BARGAINING

Both parties agree that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or not referred to in this Agreement during its term.

18. RULES AND REGULATIONS

It is understood that the City, through its Police Department, has the right and discretion to establish, revise, and rescind reasonable rules and regulations. Without limiting such right and discretion, the Department agrees to discuss with a Committee of the Union, not to exceed three (3) in number, any additions or changes to the existing rules and regulations pertaining to terms and conditions of employment prior to their implementation.

19. WAGES

Effective the first (1st) full pay period in January of each contract year, the following increases will be applied across the board to all Officer and Sergeant pay rates: two and one-half percent (2.5%) in 2016; two and three-quarters percent (2.75%) in 2017; and three percent (3.0%) in 2018.

Police Officers

Step adjustments shall be administered on each Officer's anniversary date, and Officers will advance to the step commensurate with their years of service as a Police Officer with the City. No Officer may advance more than one (1) step per each year except those selected Officers as agreed to by the Union and the City who may advance two (2) one (1)-year steps, or one (1) two (2)-year step, or a combination of one (1) one (1)-year step and one (1) two (2)-year step on their anniversary date in 2016. In no case may these selected Officers advance beyond Step H in the 2016 wage grid. In 2017, these selected Officers will advance steps according to their years of service.

The Chief of Police and Director of Human Resources have the authority to place a newly-hired Police Officer up to Step D in the wage grid, Appendix A, based on experience and other relevant factors.

Officers meeting the certification criteria and performance expectations established by the Chief of Police for senior Officer assignment pay shall receive an additional fifty cents (\$.50) per hour effective the first (1st) full pay period in January 2017 and one dollar (\$1.00) per hour effective the first (1st) full pay period in January 2018. It is the understanding of both the Union and the City that this

special assignment pay will be granted to no more than approximately twenty-five percent (25%) of the RPD licensed peace Officers.

Officers being promoted to Sergeants shall receive a three percent (3.0%) promotional adjustment based on their current base pay rate which shall include specialty unit and/or special assignment pay unless moving to a Sergeant position that is also eligible for any type of specialty pay. In that case, only the base rate of pay shall be used to determine the promotional increase.

All Police Officers shall remain at their rate of pay in effect on the Agreement expiration date until a successor Agreement is executed.

Sergeants

Sergeants shall receive a step increase commensurate with their years of service on their anniversary date in each contract year.

All Sergeants shall remain at their rate of pay in effect on the Agreement expiration date until a successor Agreement is executed.

20. POLICE TRAINING OFFICER

Officers who have had additional training and who are assigned as a Police Training Officer (PTO) to work with new Officers or Officers who may require additional training will be paid two hundred forty-five dollars and forty-eight cents (\$245.48) per month in addition to their regular wages (one hundred thirteen dollars and thirty cents [\$113.30] per pay period or any fraction thereof). There should be no more than three (3) Police Training Officers assigned to any one (1) new recruit.

21. CANINE

Officers working as a canine Officer shall be compensated with one-half (½) hour off their normal shift for maintenance of the dog. On days off, the Officer will receive one-half (½) hour pay per day at the time and one-half (1 ½) rate of pay.

22. SPECIALTY UNITS

- A. Effective the first (1st) full pay period following full execution of this Agreement, Police Officers (not Sergeants) assigned by the Employer to Specialty Units will be paid three dollars and thirty cents (\$3.30) per hour above their regular pay level. Specialty Units shall be defined by the Chief of Police and the Director of Human Resources.
- B. Effective the first (1st) full pay period following full execution of this Agreement, Sergeants assigned by the Employer to Specialty Units will receive one dollar and sixty cents (\$1.60) per hour above their regular pay rate.

23. WORKING OUT OF CLASSIFICATION

Employees assigned with the approval by the Chief to assume the responsibilities and authority of a higher job classification for three (3) consecutive days shall receive the salary schedule of the higher classification for the duration of the assignment.

24. ON-CALL

Members of all other divisions will be considered to be on-call when specifically assigned by the

Employer to carry a cell phone for the purpose of being immediately available to report to work. This does not apply to Court Time and to Specialty Units.

Voluntary assignments and the subsequent use of a cell phone do not constitute on-call status. Failure to report to work when assigned to on-call status may result in disciplinary action. Employees assigned to on-call status shall be compensated as follows:

- Sergeant \$1.91/hour
- Officer \$1.37/hour

25. MANAGEMENT-UNION MEETINGS

The Police Chief and Director of Human Resources shall meet bi-monthly with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for three (3) Union representatives and may be increased if both parties mutually agree. Meetings may be held the third (3rd) week of the month.

26. BULLETIN BOARDS

The Employer agrees that the Union shall have adequate space made available in conspicuous locations in the LEC for the purpose of posting Union notices to the members of the Union. The bulletin board shall be provided by the Union and shall at all times remain the property of the Union. Management may decide the appropriateness of postings.

27. PROBATIONARY EMPLOYEES

All new employees covered under this Agreement shall serve a probationary period of twelve (12) months.

During the probationary period, employees have no seniority rights, but they shall be subject to all of the other clauses of the Agreement. All employees who are retained beyond the probationary periods as defined above shall attain the status of an employee and time spent in the probationary period shall be included when computing their seniority.

28. PERSONNEL FILES

Each employee shall, during normal business hours of the Human Resources Department and Police Chief's office, have the right of access to his/her own personnel file.

The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the Employer. At his/her request, an employee shall be provided one copy of any document placed in the employee's file.

An employee shall have the right to inspect and review any official record relating to his or her performance as an employee that is kept or maintained by the Employer. The Employer shall provide any opportunity for the employee to respond in writing to any information with which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

29. RIDE-ALONGS

A. Ride-alongs cannot ride more than four (4) times in any calendar year. This includes self-initiated and department sponsored ride-alongs.

B. Ride-along hours are no more than four (4) hours per shift without the consent of the Officer.

C. As participation is voluntary, no Officer shall be penalized for his/her declining a ride-along.

30. NONDISCRIMINATION

The City and the Union will agree not to discriminate against any employee on any basis prohibited by law.

The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union and there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

31. BEREAVEMENT LEAVE

Employees will be eligible for bereavement leave as stated in the City's organizational policy, *Bereavement Leave*.

32. OUTSIDE EMPLOYMENT

No employee covered by this Agreement shall engage in any outside employment or business which might hinder his/her impartial or objective performance of his/her duties. More than twenty (20) hours per week of moonlighting shall be excessive unless the person is on vacation leave. Employees must obtain permission from the Chief or his/her designated representative before moonlighting.

33. TERM

This Agreement shall be in effect from January 1, 2016 and shall remain in effect until December 31, 2018, and from year to year thereafter, unless either party shall notify the other in writing by May 1, 2018, that it desires to modify or terminate this Agreement.

34. SAVINGS CLAUSE

If any provision or portion of this Agreement be rendered or be declared illegal by reason of any existing or subsequent statute or ordinance or administrative regulation or administrative ruling or by a decision of a court, such invalidation shall both affect the remaining provision or portions of this Agreement. The voided provision shall be renegotiated at the request of either party.

35. CONFLICTING PROVISION

The Employer agrees not to enter into any agreement with employees, individually or collectively, or with any other organization which in any way conflicts with the provisions of this Agreement.

36. NO STRIKE

The Union agrees for itself and its individual members, that during the term of this Agreement, none of its Officers or members shall instigate, authorize, call, support, maintain, or take part in any strike, walk-out, work stoppage, curtailment, or slowdown or impeding of work.

The City may terminate the employment or otherwise discipline any employee who foments, instigates, incites, calls, supports, or participates in any act forbidden in the paragraph above.

The Union agrees that it shall use its best efforts to prevent any act(s) forbidden in the paragraph

above on the part of any employee or group of employees, and that in the event that such act(s) take place by any employee or group of employees, the Union further agrees that it shall use its best efforts to cause an immediate cessation thereof.

37. UNIFORMS/CLOTHING

A. Officers shall be provided uniforms and related accessories based on the following initial issue:

NUMBER OF INITIAL ISSUE	CLOTHING ARTICLE
1	Jacket (Duty Champ)
4	Shirts – Long sleeve (New Generation – Dacron/Wool or Deputy – Poly/Rayon)
4	Shirts – Short sleeve (New Generation or Deputy)
4	Pants (New Generation – Dacron/Wool or American Mode – Polyester)
2	Neckties – Navy blue
1	Raincoat – Short or long
2	Pair of Shoes or Boots (Rocky Eliminator, Insulated/Non-insulated, Justin, Red Wing, Reebok, Cloud 10)
2	Accident Templates
1	Cap – Summer
1	Cap – Winter (Fur)
1	Armor Vest – Navy Blue Carrier (Point Blank #20)
2	Coat Badges (Enteman-Rovin)
1	Hat Badge (Enteman-Rovin)
1 each	Leather Gear (Safariland Black Basket Weave) <ul style="list-style-type: none"> • Pant Belt • Gun Belt • Holster • Magazine Holder (1 Double or 2 Single) • Flashlight Holder • Handcuff Case • Mace Holder • Key Holder
2	Name Plates
1	Whistle
1	Weapon (Department Approved)
1	Pair Handcuffs – Standard or hinged model (S&W Peerless)
1	Pair Gloves – Black Thinsulate-lined
1	Metal Clipboard – Large-size
1	Uniform Scarf
1	Uniform Sweater
2	Winter-weight Pants
1	Overshoes
1	Mini-Mag Flashlight with holder
1	Briefcase or Equipment Bag (Command Post or Bianchi)
1	Flashlight (Streamlight Model SL20X)

B. Replacement of any equipment, accessories, clothing or repair including alterations, parts, and resoling of shoes will be done on an as-needed basis by the City upon request and with approval

of the Officer's supervising Lieutenant.

- C. Minnesota Criminal Code/Selected Statutes is replaced by the Minnesota County Attorneys Association publications, Rules, Criminal, Traffic, Juvenile, and Narcotics. Members will receive the publication applicable to their job assignment.
- D. With implementation of this new program, the Union, along with the administration, will create a five (5) member Uniform/Equipment Committee. The Committee shall consist of the Chief or his/her designated representative, one (1) uniformed Patrol Sergeant and three (3) Shift Patrol Officers. The Patrol Officers shall be appointed by the President of the Union for the term of this Agreement.

This Committee will deal with all equipment and uniform matters that are listed on the initial issue as well as replacement or repair.

38. POST LICENSE

The City shall pay the cost of POST License Renewal fees for those Officers covered by this Agreement.

39. DISCIPLINARY ACTION

The Employer will discipline employees for just cause only.

This Agreement is entered into between the City of Rochester, Minnesota and Law Enforcement Labor Services, Inc.

Dated at Rochester, Minnesota, this 30th day of March, 2016.

City of Rochester



Ardell Brede, Mayor



Aaron Reeves, City Clerk

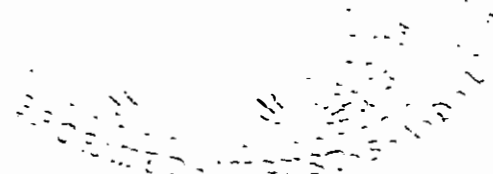
Law Enforcement Labor Services, Inc.

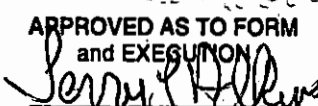


Renee Zachman, Business Agent



Joel Blahnik, Local Union President



APPROVED AS TO FORM
and EXECUTION

Rochester City Attorney

APPENDIX A

Wage Grids

Wage Grids – Officers

	Minimum	B (1/+1)	C (2/+1)	D (3/+1)	E (4/+1)	F (5/+1)	G (6/+1)	H 8	I 10	J 12	K 14
2016 (+2.50%)	26.30	27.36	28.45	29.59	30.77	32.01	33.28	34.42	35.59	36.80	38.05
2017 (+2.75%)	27.02	28.11	29.24	30.41	31.62	32.89	34.20	35.37	36.57	37.81	39.09
2018 (+3.00%)	27.84	28.95	30.11	31.32	32.57	33.88	35.22	36.43	37.66	38.94	40.27

Wage Grids – Sergeants

	Minimum	1 Yr	3 Yrs	5 Yrs
2016 (+2.50%)	40.33	41.54	42.79	44.08
2017 (+2.75%)	41.44	42.68	43.97	45.29
2018 (+3.00%)	42.68	43.96	45.29	46.65

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 194**

HALF-TIME PATROL OFFICERS

The City of Rochester, Minnesota, (Employer) and the Law Enforcement Labor Services, Inc., Local 194, (LELS) are parties to a Collective Bargaining Agreement (CBA), in effect from January 1, 2016 through December 31, 2018.

Representatives of both parties have met, discussed the continuation of half-time (fifty [50] percent time) employment for LELS members, and agree to the following conditions:

Eligibility: Employees eligible for this program must have at least three (3) years full-time experience as a Police Officer for the City of Rochester Police Department. Officers must request permission from, and receive approval of, the Chief of Police to participate in this half-time employment arrangement.

Half-time employees will receive only those benefits offered by the City of Rochester as identified below:

1. Vacation, sick leave, and holiday hours will be prorated based on half-time employment (one thousand forty [1,040] hours).
2. Health and dental insurance coverage will be provided and the Employer's contribution to the premiums will be one-half (1/2) of the amount outlined in the current CBA.
3. Life insurance benefits may be provided as defined in the City's insurance policy.
4. Employees may participate in the Public Employee's Retirement Association (PERA) pension fund providing they meet the eligibility guidelines established by that organization.
5. Parking fees will be prorated based on the hours worked (one thousand forty [1,040]).

Participating employees will receive the appropriate hourly rate of pay identified in the labor agreement and will progress through the wage steps with two thousand eighty (2,080) hours being equal to one (1) year. They will also be eligible to receive overtime wages, call-back pay, and compensation for court appearances as specified in the labor agreement.

Employee seniority will accrue based on the number of hours worked, with two thousand eighty (2,080) hours being equal to one (1) year.

Employees may participate in this program under the following conditions:

Absent an emergency, as determined by the Chief of Police or his designee, employees seeking to return to full-time status must provide six (6) weeks advance notice to the Chief of Police and the request will only be granted if a full-time vacancy exists. If no full-time vacancy exists, the half-time position will continue.

Half-time employees are only eligible for voluntary overtime if no other employee has requested it.

The Chief of Police retains the right to determine the number of employees in the Patrol Division who may participate in this program at any given time. In addition, the Chief retains the right to order employees in this program to return to full-time duty immediately based upon the needs of the Police Department.

Employees participating in this program are not eligible for specialty assignments (i.e. FMU, ERU, FTO, Canine, Investigations).

Half-time employees are required to maintain all full-time licensing requirements of the Peace Officer Standards and Training (POST) Board requirements.

This Memorandum constitutes full and complete understanding between the parties regarding this matter and will continue in effect for the duration of the 2014-2015 labor agreement.

City of Rochester

Ardell Brede

Ardell Brede, Mayor

Aaron Reeves

Aaron Reeves, City Clerk

Stevan E. Kvenvold

Stevan Kvenvold, City Administrator

L. Hillenbrand

Linda Hillenbrand, Director of HR

3/29/16

Date

Law Enforcement Labor Services, Inc.

Renee Zachman

Renee Zachman, Business Agent

Joel Blahnik

Joel Blahnik, Local Union President

03/28/16

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 194**

2016 SERGEANT WAGE GRID

This Memorandum of Understanding is entered into between the City of Rochester (hereafter "City"), and Law Enforcement Labor Services (LELS), Local 194 (hereafter "Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (hereafter "CBA") in effect from January 1, 2016 through December 31, 2018.

WHEREAS, the CBA contained a new Sergeant wage grid which had been modified to reduce the years of service requirement to receive a step adjustment. Article, 19, Wages, of the CBA states Sergeants shall only receive a step adjustment on their anniversary date. As a result of the reduction in years of service, some Sergeants met the new requirement on the effective date of the 2016-2018 CBA, but were not technically eligible for a step adjustment until they later reached their anniversary date.

WHEREAS, the Union entered into discussions with the City regarding an exception which would allow affected Sergeants to be appropriately aligned with the step in the new 2016 wage grid, which correlated to their years of service, effective the first (1st) payroll cycle of January 2016. Because this request was made after some Union members had cast their vote on the new CBA proposal for 2016 but prior to City of Rochester Council approval, the Union requested we address this exception in a MOU format which provides the LELS executive board the opportunity to take formal action on the request.

NOW, THEREFORE, the City agrees to grant this exception and will place affected employees in the appropriate step of the wage grid commensurate with their years of service in accordance with the attached Addendum. This change shall be effective the first (1st) full pay period in January 2016.

This Memorandum of Understanding represents the complete and total agreement between the Employer and the Union and will continue in effect for the duration of this 2016-2018 labor agreement.

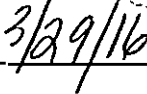
City of Rochester


Ardell Brede, Mayor


Aaron Reeves, City Clerk


Stevan Kvenvold, City Administrator

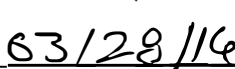

Linda Hillenbrand, Director of HR



Date

Law Enforcement Labor Services, Inc.


Renee Zachman, Business Agent


Joel Blahnik, Local Union President


Date

APPROVED AS TO FORM
and EXECUTION

Rochester City Attorney

MEMORANDUM OF UNDERSTANDING ADDENDUM

SERGEANT WAGE GRID

<i>Name</i>	<i>Date in Current Position</i>	<i>Years of Service as of 12/31/15</i>	<i>Wage Rate Effective First Full Pay Period 2016</i>
Boynton, Eric R	11/27/14	1	41.54
Fishbaugher, John	4/5/12	3	42.79
Lowrie, Christopher	5/31/12	3	42.79
Monnet, Daniel J	10/21/10	5	44.08
Ohm, Franklin E	9/9/10	5	44.08
Petersen, Brent	6/12/14	1	41.54
Teal, Anthony T	12/16/10	5	44.08

**MEMORANDUM OF UNDERSTANDING
CITY OF ROCHESTER AND LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 194
2017 EXTRA-DUTY SHIFT ROSTER/OVERTIME PAY**

This Memorandum of Understanding is entered into between the City of Rochester (hereafter "City"), and Law Enforcement Labor Services (LELS), Local 194 (hereafter "Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (hereafter "CBA") in effect from January 1, 2016 through December 31, 2018.

WHEREAS, the Rochester Police Department places a high priority on ensuring adequate staffing resources are available for each patrol shift. During the spring and summer months, the Department typically experiences a shortage of patrol officers due to an increase in call volume, scheduled vacation time, increased training events, and other various reasons. Budget constraints, which impact the Department's ability to hire additional new officers, and the increased requests vacation further impact the availability of patrol resources.

NOW, THEREFORE, the City agrees to implement an Extra-Duty Shift Roster which will be created for the purpose of ensuring adequate staffing levels. The administrative parameters for the Extra-Duty Shift Roster will be as follows:

1. Officers will voluntarily sign up for shifts on the Extra-Duty Shift Roster as directed by the Captain of the Patrol Division. Officers may request up to twelve additional shifts but no more than one shift on any given set of days off.
2. In the event the Extra-Duty Shift Roster is not filled on a voluntary basis, officers will be assigned extra shifts as needed in accordance with the procedure established by the Patrol Captain.
3. Officers will be compensated at a rate two times their total hourly rate of pay for all hours worked as scheduled on the extra-duty shift.
4. In the event a shift supervisor determines it is not necessary for an officer on the Extra-Duty Shift Roster to report to work, the officer will be compensated for four hours at their total hourly rate of pay. Should an officer only be required to work a partial shift, they will be compensated at two times their total hourly rate of pay for all hours worked or a minimum of four hours at their total hourly rate of pay, whichever is greater.
5. Patrol officers may elect to be compensated with pay or compensatory time which is subject to supervisory approval and the cap provisions outlined in the current CBA.

This Memorandum of Understanding represents the complete and total agreement between the Employer and the Union and will only be effective for the timeframe of April 1, 2017 through September 30, 2017 providing this MOU is fully executed and received by the Human Resource Department prior to, or on, April 1st. If the MOU is not fully executed until a later date, the MOU will become effective on the date the fully executed MOU is received by the Human Resource Department.

City of Rochester

Mayor

Walter S. Biele

City Clerk *Erin Foley*
Steven E. Kuenzle

City Administrator

A. Hellenbrand

Director of Human Resources
3-31-2017

Date

LELS, Local 194

[Signature]

Union President

[Signature]

Secretary

[Signature]

LELS Business Agent

03-31-17

Date