

LABOR AGREEMENT

Between

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 52, SUPERVISOR UNION

-and-

THE CITY OF SAVAGE.

January 1, 2016 through December 31, 2018

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	2
	DEFINITIONS	3
1	RECOGNITION	4
2	MANAGEMENT RIGHTS	4
3	DISCRIMINATION	4
4	UNION SECURITY	5
5	EMPLOYER SECURITY	5
6	GRIEVANCE PROCEDURE	6
7	ARBITRATOR'S AUTHORITY	7
8	JOB SAFETY	7
9	DISCIPLINE	8
10	SENIORITY AND CLASSIFICATION SENIORITY	8
11	HOURS OF WORK, OVERTIME AND PAY	9
12	LEAVE POLICIES	11
13	FRINGE BENEFITS/COMPENSATION	15
14	SAVINGS CLAUSE	18
15	TERMINATION/DURATION	18
	EXECUTION/SIGNATURES	19
	APPENDIX A	20

PREAMBLE

WHEREAS, it is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment concerning this agreement; and

WHEREAS, the City of Savage, hereinafter referred to as the "City" and Law Enforcement Labor Services, Inc., Local No. 52, hereinafter referred to as the "Union", ascribe to and recognize that the mission and purpose of the City is to provide quality police protection to the people we serve; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by Statutes of the State of Minnesota, City Ordinances and Resolutions.

DEFINITIONS

LELS:	Law Enforcement Labor Services, Inc.
UNION MEMBER:	A member of Law Enforcement Labor Services, Inc.
EMPLOYEE:	A member of the exclusively recognized bargaining unit.
DEPARTMENT:	The City of Savage Police Department.
EMPLOYER:	The City of Savage.
CHIEF:	The Chief of Police of the Savage Police Department.
UNION OFFICER:	Officer elected or appointed by Law Enforcement Labor Services, Inc.
INVESTIGATOR- DETECTIVE:	A specific assignment within the job classification of police sergeant.
OVERTIME:	Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift. Except, in cases of emergency authorization will not be required.
SCHEDULED SHIFT:	A consecutive work period including rest breaks and a lunch break.
REST BREAKS:	Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
LUNCH BREAKS:	A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
STRIKE:	Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 1 RECOGNITION

Section 1.01. The CITY recognizes the Union as the exclusive bargaining agent, for the purposes of establishing salaries, wages, hours, and other conditions of employment for all essential supervisory employees of the City of Savage Police Department, Savage, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.01. The Employer and LELS 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 and State law, such rights to include, but not limited to, the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology to establish and modify the organizational structure; to select, direct and determine the number of personnel; and, to establish work rules and schedules.

Section 2.02. The City has the right to schedule overtime work, as required and outlined in ARTICLE 11.

Section 2.03. An employee shall not take outside employment without having first notified the EMPLOYER. In cases where outside employment may be related to, or present a possible conflict of interest to, the employee's current position with the City of Savage, an employee shall be required to receive permission in writing and obtain approval in writing from the EMPLOYER before taking such employment. In exercising its discretion on requests, the EMPLOYER shall be guided by the criteria as provided in the Department Policy and Procedures Manual.

Section 2.04. It is understood by the parties that every incidental duty connected with operations, enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

Section 2.05. The City reserves the right to discipline or discharge for cause. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

Section 2.06. Contracting and Subcontracting. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The City further agrees that it will not lay off any employees who have completed their probationary periods and have regular status at the time of the execution of this Agreement, because of the exercise of its contracting or subcontracting rights except in the event of an emergency, strike or work stoppage, or essential public need where it is uneconomical for City employees to perform said work, provided, however, that the economics will not be based upon the wage rates of the employees of the contractor or subcontractor, and provided it shall not be considered a layoff if the employee is transferred or given other duties at the same pay.

ARTICLE 3. DISCRIMINATION

Section 3.01. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, religion, national origin, sex,

disability, age, marital status, sexual orientation or status with regard to public assistance. The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

Section 3.02. 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 further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 3.03. The Union accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 4. UNION SECURITY

Section 4.01. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments, fines, credit union fees, etc. The procedure which shall be followed by employees in authorizing deductions of UNION dues shall be for each employee to execute a written assignment on a form prescribed by the City. The payroll deduction shall be revocable at any time by the employee notifying the City and the Union in writing (by certified mail, return receipt requested). The cancellation shall be effective thirty (30) days after receipt of notice of revocation. The Union shall be mailed notification if the cancellation card is used.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted monthly in an amount certified by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union after such deductions are made. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

The employees' earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate UNION dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over UNION dues.

Section 4.02. The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the City in writing of such choice and changes in the position of steward and/or alternate. The Union representative shall not engage in Union activities with employees who are on duty unless prior permission is granted by the Police Chief.

Section 4.03. The Union agrees that Union activity of any kind or nature shall be conducted in such a manner so as to not unreasonably interfere with the performance of the employee's duties.

Section 4.04. The City agrees to provide the Union with one bulletin board for the posting of notices of Union meetings, Union elections, Union elections returns, Union appointments to office, bi-monthly newsletters and Union recreational or social affairs. Such notices shall first be approved by the Police Chief.

ARTICLE 5. EMPLOYER SECURITY

Section 5.01. Neither the Union, its officers or agents, nor any of the employees covered by this

Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or in part of the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment. LELS also agrees to take affirmative action to attain compliance with this article and holds the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by LELS under the provisions of this Article.

Section 5.02. In the event of an unauthorized strike, slowdown, or other act as described in Section 5.01, the City agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, order the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.01. For the purpose of this Agreement, the term "grievance" shall mean any dispute arising out of the interpretation or application of the express provisions of this Agreement. A grievance shall be settled in the manner outlined below.

Section 6.02. As the first step in the grievance procedure, an employee having a grievance shall submit the grievance in writing to the employee's department head or employer designated representative within fourteen (14) calendar days of the first event giving rise to the grievance or the time when the alleged violation should reasonably have been known.

The department head or employer designated representative shall consider the grievance and shall respond in writing to the employee within ten (10) working days (Monday through Friday, excluding holidays).

Step 2. If the grievance remains unadjusted, the Union Steward, with or without the employee, shall present the grievance in writing to the department head or employer designated representative, with a copy to the City Administrator, within ten (10) calendar days after the initial response of the department head or employer designated representative is due. The department head or employer designated representative again shall consider the grievance and shall respond in writing to the Union Steward within ten (10) working days. Any grievance appealed to Step 2 shall be placed in writing by the Union Steward, setting forth the nature of the grievance, the facts upon which the grievance is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested.

Step 3. If the grievance still remains unadjusted, it shall be presented in writing by the Union Steward and the Union Representative to the City Administrator within ten (10) calendar days after the response of the department head or employer designated representative is due. The City Administrator shall respond in writing to the Union Steward and Representative within ten (10) working days.

Step 4. A grievance unresolved following the City Administrator's Step 3 response, may by mutual agreement be submitted to mediation through the Bureau of Mediation Services. Agreement to submit the grievance to mediation must be made within ten (10) days of the Step 3 response. A submission to mediation preserves the time lines for filing to Step 5.

Step 5. A grievance unresolved in Step 3 or following mediation as provided for in Step 4 shall within ten (10) days be submitted to arbitration subject to the provision of the Public Employer Labor Relations Act of 1971, as amended. The selection of the arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 6.03. By mutual written agreement, the City and the Union may waive any step or extend any time limit in the above grievance procedure. However, failure to adhere to the above time limits may result in a forfeit of the grievance or, in the case of the Employer, may require mandatory alleviation of the grievance as outlined in the last statement by the Union Steward or Representative.

Section 6.04. Any employee electing to process a grievance under the procedure outlined in this Agreement shall not be entitled to process the same grievance under any other remedy available to the employee. Conversely, an employee electing to process a grievance under another remedy available to the employee shall not also be entitled to process the same grievance under the procedure outlined in this Agreement.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 7. ARBITRATORS AUTHORITY

Section 7.01. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator shall be issued within thirty (30) working days following completion of the testimony or arguments, or its submission of post-hearing briefs.

The decision of the arbitrator shall be final and binding upon all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or violates the City ordinances or resolutions enacted pursuant thereto, or causes a penalty to be incurred thereunder. This decision shall be issued to the parties by the arbitrator and a copy thereof shall be filed with the Minnesota Bureau of Mediation Services.

Section 7.02. Expenses for arbitration services and proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. All time spent in the grievance procedure by either the employee or the UNION Steward shall be during their off-duty hours, unless on-duty participation is approved in advance by the City Administrator.

Section 7.03. Constitutional Protection - Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 8 JOB SAFETY

Section 8.01. It shall be the policy of the City that the safety of employees, the protection of the work area, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.

Section 8.02. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures. Employees are responsible for reporting in writing, any safety violations. Failure of an employee to abide by Safety Rules and Regulations established by the City of Savage and/or the Police Department may be cause for discipline.

Section 8.03. Union agrees to participate on City committees dealing with health, safety and welfare issues.

ARTICLE 9 DISCIPLINE

Section 9.01. The City will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a. Written reprimand.
- b. Suspension.
- c. Demotion/pay reduction in relation to demotion only.
- d. Discharge.

Section 9.02. Pre-disciplinary Action: A pre-disciplinary step know as "coaching" may be utilized by the department as part of its commitment to progressive discipline.

These coaching notes shall be shown to the officer and shall be initialed by the officer to acknowledge the notes. These notes shall be kept in the supervisors file contained in the department.

Section 9.03. Written Notice: Notices of suspensions, reprimands, demotions, salary reductions and discharges will be in written form and will state the reasons(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. All notices which are to become part of an employee's personnel file shall be submitted to the employee for the opportunity to read and acknowledge the disciplinary action. Employees may examine their individual personnel files at reasonable times under the direct supervision of the City.

Written reprimands and recorded oral reprimands shall be purged, upon the request of the affected employee, from the personnel file within one (1) year from the date of occurrence. Suspensions shall be purged, upon the request of the affected employee, from the personnel file after three (3) years from the date of occurrence, provided that the employee has no disciplinary action during the three (3) year period, upon the request of the affected employee. All purged reprimands, suspensions, etc. shall be forwarded to the City Administrator for retention and may be presented for purposes of future/related disciplinary actions.

ARTICLE 10 SENIORITY AND CLASSIFICATION SENIORITY

Section 10.01. Seniority means an employee's length of continuous service with the employer since the employee's last date of hire. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service. An employee's continuous service record shall be broken, the employee shall lose seniority, and the employment relationship shall cease upon the happening of any of the following events:

1. Employee quits.
2. Employee is discharged, and the discharge is not reversed.
3. Employee retires or is retired.
4. Employee is laid off for a continuous period in excess of the employee's accumulated seniority, or twelve (12) months, whichever is less.
5. Employee is on a leave of absence for illness, injury or disability (paid or unpaid) for a period in excess of the employee's accumulated seniority, or twelve (12) months, whichever is less; however, such time period shall not begin until the expiration of the employee's accumulated sick time and/or vacation time. Exceptions to this section may be made upon mutual agreement between the employer and the Union.
6. Employee fails to report to work on the first day following the expiration of an approved leave without first notifying the employer of a justifiable and unavoidable reason for such absence, unless otherwise excused by the employer.
7. Employee is absent from work for five (5) consecutive days without properly notifying the employer of a reason acceptable to the employer for such absence, unless otherwise excused by the employer, or;
8. Employee fails to report for work within the time period required following a recall, without

justifiable reason acceptable to the employer.

A seniority roster will be maintained by the department head, showing for each employee the date of hire, time in grade and time within specific job ranks. (Example: Sergeant.)

Section 10.02. Newly-hired, rehired and promoted employees will be on a twelve (12) month probationary period. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the City. During the probationary period, a promoted employee may be returned to the employee's previous position at the sole discretion of the City.

Section 10.03. When a reduction in the work force occurs, the employee with the least classification seniority shall be laid off first. The last employee laid off shall be the first to be recalled for work. An employee on layoff shall have the opportunity to return to work within two (2) years of the time of layoff before any new employee is hired for the employee's previous position. After two (2) years the Employer may hire outside of the employees' layoff list.

Section 10.04. Job classification assignments and promotions from within the department shall go to the employee deemed to be best qualified for the position to be filled. Senior employees will be given preference with regard to transfers, job classifications assignments and promotions from within the department when all other job relevant qualifications of the employees are equal as determined by the City.

CLASSIFICATION SENIORITY

Section 10.05. Classification Seniority shall be defined as regular, full-time Employee's length of continuous service with the City under each classification (i.e., Sergeant). Employees shall not attain classification seniority until the completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of promotion or reclassification.

Section 10.06. Where two or more Employees in the same classification were promoted on the same date, then length of total service with the Police Department shall determine their seniority in the classification. If length of total service with the Police Department is also the same, then seniority will be determined by lottery and method determined administratively.

Section 10.07. A break in service, as outlined in Section 10.01 shall cause the employee to forfeit seniority rights.

ARTICLE 11 HOURS OF WORK, OVERTIME AND PAY

HOURS AND OVERTIME

Section 11.01. The Employer shall be the sole authority in determining work schedules, hours of employment, and changes thereto. When and under what circumstances work schedules and hours of employment are determined or changed, shall be within the sole discretion of the Employer.

The normal work week shall be an average of forty (40) hours per work week.

The normal work year shall consist of two thousand eighty (2,080) hours, accounted for by each employee through:

- a. Hours worked on assigned shifts.
- b. Assigned training by the Employer.
- c. Authorized leave time and vacation time.

Voluntary shift switching by employees may be arranged between employees provided it is agreeable to the Police Chief and provided further such switching is not used as the basis for a

claim for overtime.

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

Section 11.02. All hours worked by an employee in excess of a normally scheduled daily work schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight rate of pay or as compensatory time off. The overtime shall be approved in advance by the employee's immediate supervisor, except in case of emergency. A change of shift does not qualify for overtime under the provisions of this Article. However, the Employer will not avoid the payment of overtime when changing the days worked on the originally established schedule.

When there are less than twelve hours off between shifts, the affected employee shall be paid time and one-half (1-1/2) for all hours worked on the subsequent shift.

Overtime shall be distributed on the basis of seniority. Overtime refused by an employee shall, for record purposes, be considered unpaid overtime worked. For the purpose of computing compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Overtime will be calculated to the nearest fifteen (15) minutes.

Section 11.03 Overtime shall be considered any duty assigned or delegated when directed by the department head. Employees may be assigned overtime with the discretion of the Employer. Employees shall be required to work overtime unless excused by the Employer, provided that senior employees shall have the opportunity to refuse overtime provided there are junior officers available to work.

Section 11.04 Police Sergeants may accrue up to a maximum of 55 hours of compensatory time with the opportunity to re-accrue 55 hours of compensatory time at the employee's discretion. Compensatory time off shall be taken for a period of not less than one hour at a time and no more than 44 consecutive hours. At calendar year end, employees shall be paid for unused compensatory time. Compensatory time shall be paid at the final pay rate that the Employee was earning in the calendar year. This amount shall be deposited into the employee's Minnesota State Retirement System Health Care Savings Plan (MNRHCSP) account no later than January 15th of the following year. To use compensatory time off, the employee must have prior approval from the Chief of Police.

COURT TIME

Section 11.05. Police Officers shall receive a minimum payment of three (3) hours at time and one-half for civil trials/hearings which arise out of the police officer's performance of the employee's duties. Such payment shall be made provided that the police officer has requested reimbursement from the court and/or the subpoenaing party or parties in accordance with Minnesota Rules of Civil Procedures 45.06. A minimum of three (3) hours overtime will be paid for court time while a police employee is off duty.

All court time in excess of two (2) hours will be paid at the overtime rate. The term "court time" shall include all time between the time at which an employees leaves the Savage Police Department and the time at which the employee returns to the Savage Police Department. This shall include all recesses and lunch periods during which an employee is not permitted to return to their normal activities. The maximum amount of round trip travel time between the Savage Police Department and Shakopee shall be forty (40) minutes. The City of Savage will pay standby of 2-hours straight-time if a court-time is canceled less than 16-hours before the officer is scheduled to appear.

An off-duty police employee will be paid mileage according to current IRS standards as accepted by the City Council per mile from home and back for a court appearance outside of Savage, but within the seven-county metropolitan area, unless a City of Savage vehicle is provided. In addition, any future increase in the mileage allowance for other employees also will apply to Police Department employees. Such an employee will be reimbursed for necessary parking fees

while attending court not to exceed limits established by the City Council. If an employee is required by the City to attend court outside the Twin Cities area, the employee will be reimbursed for all necessary expenses connected therewith, including lodging and meals in accordance with standards established by the City Council. An employee will not be paid mileage nor be reimbursed for any other expenses for a court appearance in the community in which the employee resides.

STAND BY PAY

Section 11.06. Police Department employees on standby status will be paid a minimum of two (2) hour's regular pay plus one (1) hour's regular pay for every two (2) hours after the initial two (2) hours.

CALL BACK

Section 11.07. Police Department employees called back to work outside their regularly posted schedule shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) their regular base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hours minimum.

FIELD TRAINING OFFICER PAY

Section 11.08. Field Training Officers (FTO) charged with the responsibility of training new officers shall be compensated as follows: (a) For each shift during the month that training occurs, 2.25 hours per shift shall be applied toward the monthly bank of 13.5 hours. (b) In the event the employee has exhausted the monthly bank of 13.5 hours during the month that the training occurs, the employee shall receive 1.5 hours of pay per shift at the overtime rate. To be eligible for this additional compensation, a FTO must be directed by their supervisor to participate in the training of the officer.

INSTRUCTOR PAY

Section 11.09. Instructor pay shall apply only to that time required outside of the normal work shift. Any City of Savage Sergeant qualified to act as an instructor for department trainings will receive time and one-half for giving instruction at times other than their regularly scheduled shift.

ARTICLE 12 LEAVE POLICIES

SICK LEAVE

Section 12.01. Eligibility for Sick Leave Sick leave is an authorized absence from duty, with pay, granted employees in full-time regular positions. Sick leave is not a privilege which an employee may use at the employee's discretion but shall be used only in case of necessity and actual need as outlined below.

New employees shall not be allowed to utilize accumulated sick leave until they have been employed continuously for six (6) months.

All full-time employees shall accumulate one (1) day of sick leave per month to a maximum accumulation of 720 hours of sick time.

On December 31st of each year, any employee with over 720 accrued sick leave hours shall have those hours in excess of 720 converted to cash and deposited into the employee's Minnesota State Retirement Health Care Savings Plan. (MNRHCSP). The amount deposited in the MNRHCSP shall be equal to the employee's base rate of pay times the number of excess hours according to the schedule listed below. The deposit shall occur before January 15th of the following year.

Employees with less than 10 years service with the City: 50% of hours in excess of 720
Employees with 10 – 14 years of service with the City: 60% of hours in excess of 720
Employees with 15 – 19 years of service with the City: 70% of hours in excess of 720
Employees with 20 – 24 years of service with the City: 80% of hours in excess of 720
Employees with 25 – 29 years of service with the City: 90% of hours in excess of 720
Employees with 30 years or more service with the City: 100% of hours in excess of 720

Employees who separate from employment and have completed ten (10) years or more of service shall receive compensation for the accrued sick leave based on the following years of service and payout schedule:

Employees with less than 10 years service with the City: 50%
Employees with 10 – 14 years of service with the City: 60%
Employees with 15 – 19 years of service with the City: 70%
Employees with 20 – 24 years of service with the City: 80%
Employees with 25 – 29 years of service with the City: 90%
Employees with 30 years or more service with the City: 100%

Employees eligible for receiving this benefit shall have the cash amount deposited into their individual MNRHCSP.

For purposes of calculating years of service with the City and the rate of severance compensation, the employee's total years of service as a licensed full time peace officer will be used. This calculation shall ONLY apply to those employees within the bargaining unit as of January 1st, 2011. For all new hires or employees promoted to positions within this bargaining unit their years of service shall be based solely upon their years of service with the City.

Employees who complete their initial probation and separate from service for reasons other than termination for cause prior to the completion of ten (10) years of service, shall be compensated for one-half (1/2) of accumulated sick leave to be valued based upon the employee's regular rate of pay in effect at the time of separation of service.. Employees eligible for receiving this benefit may receive the cash amount in the form of cash, deposited into their deferred compensation account or deposited into their individual MNRHCSP. Mandatory state and federal deductions shall be applied as applicable.

Sick leave shall not be earned by any employee during a leave of absence without pay or time otherwise not worked or paid.

Section 12.02. Administration of Sick Leave. The following procedure will be followed in administering the sick leave policy of the City:

Sick leave shall be granted in accordance with applicable state and federal laws and shall be granted only for absence from duty because of personal illness, disability, necessity for medical, dental or chiropractic care, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come into contact in the course of performing work duties, marriage counseling, psychiatric counseling, activities provided through the City Employee Assistance Program or legal quarantine. An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness. Sick leave will not be allowed when absence is due to use of intoxicants unless such absence is prescribed by a doctor as part of treatment.

To receive approval for sick leave, the employee must communicate with the employee's immediate supervisor not later than sixty (60) minutes before the time set for beginning work or leaving work during the normal work day. However, should it be determined by the supervisor or department head that the employee was unable to contact the supervisor during the time allotted, sick leave may be approved.

As deemed appropriate, the Police Chief may require a medical exam, a written statement from a Christian Science Practitioner if the employee is a Christian Scientist, a medical certificate, or a statement from a chiropractor or dentist before granting sick leave with pay. A statement attesting to the employee's ability to return to work may also be required before the employee returns to work. An employee gone more than three days must keep the employer informed of their absence, in addition, an employee absent for more than three days to care for a member of their immediate family must submit a medical certificate from their attending physician.

The use of sick leave will be pro-rated in units of not less than one (1) hour of a work day.

After all accrued sick leave is used, vacation leave may be used, to the extent the employee is eligible for such leave. If accumulated vacation leave is used as an extension of sick leave, it shall be used under the same conditions as sick leave.

INJURY ON DUTY

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer, will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury. After a three (3) working day initial waiting period per injury, payments will not be charged to the employee's vacation, sick leave, or other accumulated paid benefits. The three (3) working day waiting period shall be charged to the employee's sick leave account. Sick leave shall not be earned during the ninety (90) day period.

FUNERAL LEAVE

a. Grant. Upon verification of a funeral, one shift leave of absence with pay will be granted as a funeral leave to a full-time regular employee only for the purpose of attending the funeral of a member of the employee's immediate family. Such funeral leave shall not be deducted from the employee's accumulated sick leave or annual vacation leave.

If there is a death in the immediate family of an employee and the employee attends the funeral service and the employee is scheduled to work those days, then the employee shall be granted a leave of absence per occurrence of up to three (3) [two funeral + one sick] consecutive days without loss of pay. For this paragraph, immediate family includes spouse, parent, child, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, legal-wards, and life partner. An employee may use additional days of sick leave and vacation as appropriate.

Section 12.03. Jury Duty, Other Legal Duties, Voting in National and State Elections. Employees shall be granted leave with pay for required jury duty. Such employees shall receive their regular compensation during time spent on jury duties. Any compensation received from county, state or federal governments for service on jury duty, excluding compensation for mileage driven, shall be signed over to the City. An employee excused or released from jury duty during the employee's regular working hours shall report to the employee's supervisor immediately.

Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of jury duty is completed by the Clerk of Court each week so the City will be able to determine the amount of compensation due for the period involved.

Employees shall be granted leave with pay for appearance before a court, legislative committee or other body as a witness in a proceeding involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena, or direction by a proper authority if such attendance is in connection with the employee's official duties. Such leave shall be approved by the City Administrator.

Every employee who is entitled to vote at any state-wide general election or federal general election, shall be granted a reasonable amount of time off with pay in the forenoon to vote.

Section 12.04. Military Leave With Pay. All military leave with pay shall be granted, and taken, in accordance with applicable state and federal laws.

Section 12.05. Holidays. The following calendar days and such other days as the City may fix are deemed holidays with time off with full pay to all employees in regular full-time positions. All official holidays shall be considered to commence at the beginning of the first shift on the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Eligible employees shall receive pay for official holidays at their normal rate of pay provided they are in pay status the last regular shift to which they would have been assigned following the holiday.

Employees required to work on a holiday shall receive one and one-half (1-1/2) times their regular rate of pay for hours worked on the holiday. In addition, in lieu of scheduling holidays, regular employees will receive a cash payment based on their current rate of pay for eighty-eight hours in the first pay period of December of each year.

Section 12.06. Eligibility for Vacation Leave. An employee will be allowed to carry over 1.75 times their annual vacation accumulation.

Employees shall provide the Employer or their representative with a two week written notice when requesting vacation, unless waived by the Employer. All vacation schedules shall be approved by the Employer. No more than one employee may be on vacation or leave at the same time unless approved by the Employer

At least 25% of an employee's vacation benefits available to the employee in any one year shall be taken in one block, however, employees entitled to 144 working hours of vacation, shall be required to take 25% of the employee's vacation in one block. All remaining vacation time shall be taken in increments of at least one hour or more.

An employee who resigns from the Savage Police Department shall be paid the employee's straight time hourly rate of pay by separate check for any unused vacation.

Employees shall earn vacations on the following basis:

- After One (1) year continuous service: Eighty (80) working hours.
- After five (5) years of continuous service: One hundred and twenty (120) working hours.
- After seven (7) years of continuous service: One hundred twenty eight (128) working hours.
- After eight (8) years of continuous service: One hundred thirty six (136) working hours.
- After nine (9) years of continuous service: One hundred forty four (144) working hours.

- After 10 (10) years of continuous service: One hundred and fifty two (152) working hours.
- After eleven (11) years of continuous service: One hundred fifty two (152) working hours.
- After twelve (12) years of continuous service: One hundred and sixty (160) working hours.
- After thirteen (13) years of continuous service: One hundred and sixty (160) working hours.
- After fourteen (14) years of continuous service: One hundred and sixty-eight (168) working hours.
- After fifteen (15) years of continuous service: One hundred and sixty-eight (168) working hours.
- After sixteen (16) years of continuous service: One hundred seventy-six (176) working hours.
- After seventeen (17) years of continuous service: One hundred seventy-six (176) working hours.
- After eighteen (18) years of continuous service: One hundred eighty-four (184) working hours.
- After nineteen (19) years of continuous service: One hundred ninety-two (192) working hours.
- After twenty (20) years of continuous service: Two hundred (200) working hours.

Until April 1st of each year, vacation selection shall be decided on the basis of seniority. Thereafter, the employee who requests time off first shall be given priority consideration in vacation scheduling.

Employees with five or more years of full-time service with the City may cash in up to 40 hours of accrued vacation to be paid in the last payroll of the year providing notice is given to their department manager no later than November 15th and providing employee retains at least 80 hours of accrued vacation in to the following year. This cash payment shall be subject to all applicable state and federal taxes.

ARTICLE 13. FRINGE BENEFITS/COMPENSATION

Section 13.01. Medical/Dental Insurance. For the duration of the contract period, the Employer shall offer medical insurance, dental insurance, long-term disability, short-term disability, and a pre-tax benefits program to each employee.

In 2016 the monthly employee cost for family (dependent) coverage under the Traditional plan shall equate to \$753.80. The monthly employee cost for family (dependent) coverage under the High Deductible plan shall equate to \$631.55.

The City to pick up anything in excess of \$100 increase (In 2016 this will equate to \$230.53 for additional City contribution) City cost for family (dependent) coverage under the Traditional Plan shall equate to \$1293.16. City cost for family (dependent) coverage under the high deductible plan shall equate to \$1104.48.

For employees selecting the family high deductible health insurance option the City shall increase the employers contribution to the employees HSA from \$151.89 per mo. to \$188.68 per mo.

For those employees selecting the single high deductible health insurance option the City shall increase the employers contribution to the employees HSA from \$97.88 per mo. to \$111.01 per mo.

Beginning on January 1, 2017, Employees selecting the Traditional or the High Deductible single health insurance coverage shall be required to contribute \$50.00 per month toward

the cost of their health insurance plan. Beginning on January 1, 2018, this amount shall increase to \$75.00 per month.

In the event the City applies an employee contribution share less than the amounts noted above for non union employees selecting the Traditional or the High Deductible single health insurance plan in 2018 or 2019, the amount applied to non union employees shall also be applied to the members within this bargaining unit selecting single coverage.

Cost of dental insurance increase shall be split evenly between the employee and the employer for 2016. Dental Insurance Plan and Monthly Employee Contributions:

\$45.33-Family
\$15.73 Single+1
\$0.00 Single

In 2017-2018 if health insurance premiums for employees selecting dependent (family) cover under the Traditional or High Deductible plan exceeds the \$100.00 Employer or \$100.00 Employee caps, both parties agree to reopen the contract for the sole purpose of discussing Health Insurance contributions.

In the event the Traditional plan no longer becomes available or other health insurance options are offered through health care providers both parties agree to reopen the contract for the sole purpose of discussing Health Insurance costs to be paid by the Employee and the Employer.

Cost of dental insurance increase shall be split evenly between the employee and the employer for 2017-2018 for Family and Single +1. In the event in 2017-2018 non-union employees are required to make a contribution for single dental coverage the union and Employer agree to reopen the contract for the sole purpose of discussing single dental insurance contribution by employee

Any employee selecting to waive City Health Insurance shall receive \$100 per month deposited into their deferred compensation account.

Section 13.02. Life Insurance. The Employer shall pay for the cost of a fifty thousand dollar (\$50,000) life insurance policy for all full-time employees.

Section 13.03. Licensing. Employer shall pay the cost of P.O.S.T Board licensing renewal for officers.

Section 13.04. Uniforms. The Monthly Pay provided in this Agreement includes an amount to compensate Employees for their expense of purchasing and maintaining uniforms and suitable clothing required by the Employer.

Effective January 1, 2016, a wage adjustment of ten cents (\$0.10) per hour shall be added to the hourly rate of pay for the expense of purchasing and maintaining uniforms, On January 1, 2017 a wage adjustment of twenty cents (\$0.20) per hour shall be added to the hourly rate of pay for the expense of purchasing and maintaining uniforms, On January 1, 2018 a wage adjustment of twenty cents (\$0.20) per hour shall be added to the hourly rate of pay for the expense of purchasing and maintaining uniforms.

Section 13.05. Training. The City shall compensate officers attending P.O.S.T. Board approved courses as approved by the Police Chief. Registration and books shall be paid for by the City of Savage.

The City shall provide transportation, meals and lodging for course attendance in accordance with policies approved by the City Council.

No employee shall be eligible to take more than 24 hours of training in a one (1) year period or 48

hours in a three-year period unless prior approval is granted by the Police Chief.

Section 13.06. Travel Time. Travel time compensation shall apply only to that time required outside of the normal work shift.

Compensation for travel time outside the metro area will be based upon the net of actual time, less sleep (8 hours) and meals (.5/hr. each for breakfast and lunch and one [1] hour for dinner). Travel time outside the metro will begin only after the individual has passed the border of the seven county metro area.

Individual compensation for travel within the metro area will be the lesser of two (2) actual total time for travel to and from training.

Section 13.07. Mileage. Mileage will be paid according to current IRS standards as accepted by the City Council.

Section 13.08. Service Recognition. Upon an employees ten (10) year anniversary, and each five year increment thereafter, the employee shall receive a one time monetary payment to equal a percentage of the employees annual salary at the time of their anniversary which shall increase by one-half (1/2%) for each five year increment of service after 10 years, as follows: 10 years of service (1.5%); 15 years of service (2.0%); 20 years of service (2.5%); 25 years of service (3.0%); 30 years of service (3.5%), etc.

Section 13.09. Wellness Day. During this contract period, individuals meeting specified criteria as laid out in the City of Savage Wellness Program will qualify for one (1) additional shift off work, with pay, to be taken time mutually agreed upon by the employee and the EMPLOYER.

Section 13.10. Merit Pay.

a. Community Service

Employees participating in community service activities will be eligible for additional compensation if they satisfy the following requirements: 1) the employee must receive prior approval for community service qualification; 2) the employee completes a minimum of 52-hours of community service annually; 3) all community service must be volunteer; employee may not receive any other form of compensation (i.e., free passes, clothing, etc.); 4) community service must be completed outside of employees work hours; and, 5) employee must provide a written description of activities and time spent to police chief for approval; the final decision for qualification rests with the City Administrator.

Payment of community service compensation will be made in the month of January for the previous years service. Employees performing qualifying community service related to the City of Savage will be paid \$600.00 annually. Employees performing qualifying community service unrelated to the City of Savage will receive \$450.00 annually. Employees are eligible to participate in the community service program after one year of service with the City of Savage.

b. Education.

I. Education Incentive: Employees will be eligible to receive an education incentive for continuing education toward a college degree if they meet the following requirements: 1) courses taken must be within a degreed program at a institute of higher education; 2) courses must be determined to qualify for the education incentive; final decision for qualification rests with the City Administrator; 3) employee must receive a grade of "B" or better to be able to retain entire incentive pay. If employee receives a "C" or "C+" they will be required to reimburse the City one-half of incentive pay. If employee receives "C-" or below, the employee must return 100% of incentive payment to City. If employee receives an incomplete grade, they may be required to reimburse the entire incentive payment to the City. Determination will be made on a case-by-case basis and

mutually agreed upon by the City Administrator and Union Business Agent; 4) all courses must be completed outside of employees work hours.

Employees will be eligible to participate in the education incentive program after one year of service with the City of Savage and may earn an incentive of \$300 per course, up to \$900 per year. Incentive will be paid at time of course enrollment. If employees do not satisfy the established requirements, the employee will be required to repay all or part of the incentive to the City of Savage. Repayment must be complete before employee qualifies for further incentive. Repayment may be deducted from an employee's bi-weekly wages, holiday pay, community service incentive, or some other means mutually agreed upon between the employee and the City Administrator.

II. Tuition Reimbursement. A recommendation by the employee's Department Head and final approval by the City Administrator or designee is required for eligibility. To receive reimbursement, the employee must receive an academic grade of "C" or higher, or pass in a pass/fail system.

Employees may receive tuition reimbursement in an amount equal to the per credit hour rate applicable at the University of Minnesota and up to 4 credits per semester. Reimbursement is available only for tuition and not for books or other fees. If the employee leaves the City's employment within one calendar year after receiving a reimbursement, the employee shall return to the City a share of the reimbursed tuition, computed on a pro-rata basis.

Reimbursement requires the following documentation: (1) School statement or bill which identifies the course and its cost; (2) A receipt for full payment of the tuition by the student; and, (3) A copy of the final grade for the course.

Section 13.11. Shift Differential Pay. For hours worked between 1630 and 0330 hours, Sergeants will be paid \$1.00 per hour in shift differential. Sergeants working overtime will not be eligible for shift differential.

Section 13.12. Minnesota State Retirement Health Care Savings Plan Allocation. Annually all employees within the bargaining unit shall have deducted from their standard 2080 time an amount equal to 2% of their 2080 base pay and deposited into their individual MNRHCSP.

Section 13.13. Separation Notification. Effective January 1, 2018, an employee with at least 20 years of service to the employer will be eligible for a one-time contribution of one-thousand (\$1000.00) dollars to the employee's Minnesota State Retirement Health Care Savings Plan upon separation from employment. In order to receive the contribution, the employee must give notice of their separation from employment at least 90 days prior to such separation. The employee may retract the notice of separation within the 90 day period, but in so doing will forfeit future eligibility to receive the contribution.

ARTICLE 14. SAVINGS CLAUSE

Section 14.01. If any provision of this Agreement subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 15. TERMINATION/DURATION

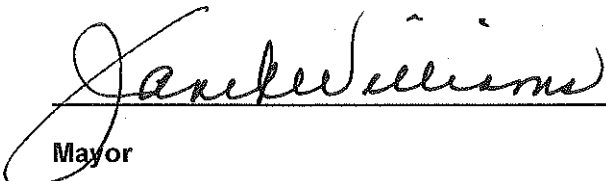
This Agreement shall be effective as of January 1, 2016, and shall remain in effect until and including December 31, 2018.

Either party may reopen this Agreement for purposes of negotiating successor agreements by giving the other party written notice not later than June 1, 2018. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of 12 months, from year to year.

EXECUTION

This Agreement is executed and signed by the parties hereto through their lawfully designated officers, pursuant to the authority of the governing body of the City of Savage and pursuant to the authorization of the members and officers of L.E.L.S., Local No. 52, on this 22nd day of Dec., 2015.

FOR THE CITY OF SAVAGE:

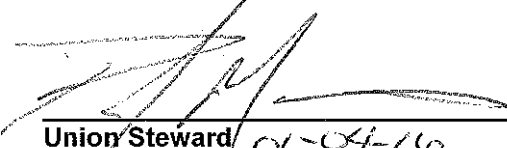


Mayor



City Administrator

FOR L.E.L.S., LOCAL NO. 52



Union Steward 01-04-16



Union Representative

**2016-2018 LELS SUPERVISORS SALARIES
APPENDIX A**

January 2016

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	35.34	37.53	39.70	41.86	44.03
Uniform wage adjustment	0.10	0.10	0.10	0.10	0.10
Adjusted Hourly Rate	35.44	37.63	39.80	41.96	44.13
Bi-Weekly	2,835.20	3,010.40	3,184.00	3,356.80	3,530.40
Monthly	6,142.93	6,522.53	6,898.67	7,273.07	7,649.20
Annual	73,715.20	78,270.40	82,784.00	87,276.80	91,790.40

January 2017

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	36.15	38.38	40.60	42.80	45.01
Uniform wage adjustment	0.20	0.20	0.20	0.20	0.20
Adjusted Hourly Rate	36.35	38.58	40.80	43.00	45.21
Bi-Weekly	2,908.00	3,086.40	3,264.00	3,440.00	3,616.80
Monthly	6,300.67	6,687.20	7,072.00	7,453.33	7,836.40
Annual	75,608.00	80,246.40	84,864.00	89,440.00	94,036.80

July 2017

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	36.71	38.97	41.21	43.43	45.66
Adjusted Hourly Rate	36.71	38.97	41.21	43.43	45.66
Bi-Weekly	2,936.80	3,117.60	3,296.80	3,474.40	3,652.80
Monthly	6,363.07	6,754.80	7,143.07	7,527.87	7,914.40
Annual	76,356.80	81,057.60	85,716.80	90,334.40	94,972.80

January 2018

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	37.81	40.14	42.45	44.73	47.03
Uniform wage adjustment	0.20	0.20	0.20	0.20	0.20
Adjusted Hourly Rate	38.01	40.34	42.65	44.93	47.23
Bi-Weekly	3,040.80	3,227.20	3,412.00	3,594.40	3,778.40
Monthly	6,588.40	6,992.27	7,392.67	7,787.87	8,186.53
Annual	79,060.80	83,907.20	88,712.00	93,454.40	98,238.40