

MASTER LABOR AGREEMENT

BETWEEN

CITY OF TRACY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

"LOCAL NO. 140"

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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ARTICLE 1- PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF TRACY, hereinafter called the EMPLOYER and LAW ENFORCEMENT LABOR SERVICE, INC., hereinafter called LELS.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon the terms and conditions of employment contained herein for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION.

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative, under Minnesota Statutes, 179A.03 Subd. 8, for all police personnel in the following described unit:

"All essential employees of the City of Tracy Police Department who are public employees within the meaning of Minnesota Statutes, 179A.03 Subd. 14, excluding supervisory, confidential and all other employees."

- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Tracy Police Department
- 3.5 EMPLOYER: The City of Tracy
- 3.6 CHIEF: The Chief of the Tracy Police Department
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.

- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's designated shift.
- 3.9 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the WORK SHIFT during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.11 LUNCH BREAK: A period during the WORK SHIFT during which the employee remains on continual duty and is responsible for assigned duties. A lunch break shall consist of a thirty (30) minutes period.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence hi 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 of compensation or the rights, privileges or obligations of employment.
- 3.13 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.

#### ARTICLE 4 - EMPLOYER SECURITY

LELS agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

#### ARTICLE 5 - EMPLOYER AUTHORITY

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

#### ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by LELS.

- 6.2 LELS may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notice(s) and announcement(s).
- 6.4 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, order or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

#### ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

##### 7.1 DEFINITION OF A GRIEVANCE

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

##### 7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. LELS shall notify the EMPLOYER in writing of the names of such LELS Representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

##### 7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by LELS and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a LELS Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the LELS Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

##### 7.4 PROCEDURE

Grievances, as defined by section 71 shall be resolved in conformance with the following procedure:

- Step 1. An employee claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar

days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within the (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 2 Representative, The EMPLOYER-designated Step 2 Representative shall give LELS the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by LELS may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 3 answer. If the parties are unable to agree on the selection of an arbitrator, LELS shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

## 7.5 ARBITRATOR'S AUTHORITY

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

parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER AND LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

#### 7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS in each step.

#### ARTICLE 8 - SAVINGS CLAUSE

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

#### ARTICLE 9 – DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
  - a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.

- 9.2 Notice of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. LELS shall be provided with a copy of such notice.
- 9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Employees will not be questioned concerning the investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by LELS in Step 2 of the grievance procedure under ARTICLE 7.

#### ARTICLE 10 - WORK SCHEDULES

- 10.1 The normal work year will be 2080 hours and shall be accounted for by each employee through:
- a) Hours worked on assigned shifts;
  - b) assigned training hours; and
  - c) authorized paid leave time.
- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 10.3 A normal work shift shall consist of a consecutive work period including two (2) fifteen (15) minute rest breaks and a lunch break of thirty (30) minutes.

#### ARTICLE 11- OVERTIME

- 11.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 11.2 Overtime will be distributed as equally as practicable.



- 11.3 Overtime refused by employees will for record purposes under ARTICLE 11.2 be considered as unpaid overtime worked.
- 11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.7 Travel time to assigned training outside the City of Tracy will be considered compensated time. If an officer lives outside the City of Tracy, travel to training outside the City of Tracy will be calculated as if travel occurred from the City of Tracy.

#### ARTICLE 12 - CALL BACK

An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.

#### ARTICLE 13 - COURT TIME

- 13.1 An employee who is required by the EMPLOYER to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 1/2 ) times the employee's base pay rate.
- 13.2 An extension of or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three (3) hour minimum.

#### ARTICLE 14 - STANDBY

An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated at the rate of \$4.50 in 2017, 2018, and 2019 for each hour on standby status.

#### ARTICLE 15 - SENIORITY

- 15.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

- 15.2 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 15.3 Seniority will be the basis for a reduction of the work force and recall provided that the senior employees are performing satisfactorily.
- 15.4 An employee who has been laid off shall have an opportunity to return to work in the employee's job classification in the event that such a job opening becomes available. In order to be eligible for recall to work an employee must meet the job-relevant qualifications required by the EMPLOYER.
- 15.5 Recall rights in Section 15.4 shall be effective for a twelve (12) month period following lay-off.

#### ARTICLE 16 - PROBATIONARY PERIOD

- 16.1 The probationary period for a newly hired employee shall extend one (1) year from the date of hire.
- 16.2 A probationary employee accrues vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary employee in accordance with ARTICLE 18. Earned vacation may not be used until completion of the probationary period. A probationary employee may not use one (1) eight (8) hour floating holiday and one (1) personal leave day until after the employee has completed six (6) months of employment.
- 16.3 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in the position previously held at the discretion of the EMPLOYER.

#### ARTICLE 17 - INSURANCE

- 17.1 The EMPLOYER will contribute the full cost for regular full-time employees for life and short-term disability insurance for 2017, 2018 & 2019.
- 17.2 The EMPLOYER will contribute for regular, full-time employees a maximum of \$708.00 per month for single coverage and \$1476.00 per month for family coverage for group health insurance and the employee's Health Reimbursement Arrangement. The individual amounts to be distributed for insurance and the HRA will be determined annually by all eligible City Employees as a group.
- 17.3 The EMPLOYER will contribute 50% of the premium cost of life and short-term disability insurance, and 50% of the maximum amount listed in 17.2 for group health for part-time employees working a minimum of 20 hours per week.

ARTICLE 18 - SICK LEAVE

- 18.1 Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand eighty (1080) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Regular full-time employees are entitled to deduct and use one (1) sick leave day per year as a personal leave day. If the employee did not use any sick leave time within the fiscal year the employee is entitled to one (1) additional personal leave day the following fiscal year. A probationary employee must be employed six (6) months to become eligible to receive a personal leave day.
- 18.4 Any City employee who has completed five (5) continuous years of service with the City shall, upon death, retirement, or voluntary termination of employment in good standing prior to the normal retirement date, receive reimbursement in an amount equal to 33-1/3% of all accumulated sick leave to be paid at the current rates of pay. Reimbursement for unused sick leave shall not be granted to any City employee who is discharged or terminated for cause.

ARTICLE 19 - SEVERANCE PAY

- 19.1 Regular, full-time employees who retire or terminate their employment in good-standing with a minimum of two (2) week's advance written notice shall receive severance pay in accordance with the following schedule:
  - Upon completion of ten (10) years of continuous service - 25% of employee's monthly base pay.
  - Upon completion of fifteen (15) years of continuous service - 50% of employee's monthly base pay.
  - Upon completion of twenty (20) years of continuous service - 100% of employee's monthly base pay.
- 19.2 An employee who is discharged for cause or who resigns without giving two weeks' advance notice shall not be eligible for severance pay.

ARTICLE 20 - UNIFORM ALLOWANCE

- 20.1 Regular full-time employees and the part-time employees included in the bargaining unit under ARTICLE 2 RECOGNITION may purchase authorized uniform articles included in Appendix "A" and submit invoices and the uniform articles to the EMPLOYER for reimbursement in full up to the maximum of Nine hundred and no/100<sup>th</sup> dollars for 2017 & 2018, and Nine hundred fifty and

no/100ths dollars for 2019 for full-time employees. The part-time employee's uniform allowance bank shall equal three hundred and no/100ths dollars (\$300.00) for 2017, 2018, and 2019. Uniform allowance shall be used to purchase a minimum of one (1) shirt per year.

- 20.2 New employees shall be credited with the full amount of uniform allowance on the date of employment. On the employee's first anniversary date the employee's bank shall be credited with an amount equal to one-twelfth the uniform allowance times the number of months between the employee's anniversary date and January 1 of the following year. Thereafter, the uniform allowance shall be credited to the employee's uniform allowance bank at the beginning of each calendar year.
- 20.3 Uniform allowance shall be accrued monthly, but the amount of the uniform allowance shall be credited to the employee's uniform allowance bank to be drawn against the beginning of each calendar year. If an employee terminates employment with the EMPLOYER, the amount of uniform allowance used which is in excess of the amount accrued on a monthly basis shall be deducted from the employee's final paycheck.
- 20.4 Purchases made under this Article shall be approved in advance by the EMPLOYER and included in Appendix "A".
- 20.5 Uniform allowances shall not be carried over at the end of the calendar year. Any unused portion shall revert back to the EMPLOYER.
- 20.5.1 Purchase of sunglasses and flashlights are subject to approval by the Chief of Police.
- 20.6 Uniform items purchased under this Article shall be the property of the employee.

## ARTICLE 21 - VACATION

- 21.1 Regular full-time employees shall accumulate paid vacation in accordance with the following schedule based on years of continuous service.
- |  |                                   |
|--|-----------------------------------|
| Start through 3 <sup>rd</sup> year                       | 80 hours (6.67 hours per month)   |
| Beginning 4 <sup>th</sup> year                           | 88 hours (7.33 hours per month)   |
| Beginning 5 <sup>th</sup> year                           | 96 hours (8.00 hours per month)   |
| Beginning 6 <sup>th</sup> year                           | 104 hours (8.67 hours per month)  |
| Beginning 7 <sup>th</sup> year                           | 112 hours (9.33 hours per month)  |
| Beginning 8 <sup>th</sup> through 15 <sup>th</sup> year  | 120 hours (10.00 hours per month) |
| Beginning 16 <sup>th</sup> through 20 <sup>th</sup> year | 160 hours (13.33 hours per month) |
| Beginning 21 <sup>st</sup> year                          | 168 hours (14.00 hours per month) |
| Beginning 22 <sup>nd</sup> year                          | 176 hours (14.67 hours per month) |
| Beginning 23 <sup>rd</sup> year                          | 184 hours (15.33 hours per month) |
| Beginning 24 <sup>th</sup> year                          | 192 hours (16.00 hours per month) |
| Beginning 25 <sup>th</sup> year and thereafter           | 200 hours (16.67 hours per month) |

- 21.2 Employees may take vacation only with the prior approval of the EMPLOYER or EMPLOYER-designated representative.
- 21.3 Time on suspension without pay or unpaid leave of absence in excess of fifteen (15) calendar days will not be counted in accruing vacation.
- 21.4 Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.
- 21.5 Employees who have completed a minimum of one (1) year of continuous service shall be compensated for vacation benefits earned and not used at the time of separation. Accrued, unused vacation leave shall be calculated to the nearest day at the employee's base pay rate.
- 21.6 An employee may not waive vacation rights for the purpose of earning double pay.
- 21.7 An employee may not take vacation until after one (1) year of continuous service has been completed.
- 21.8 Preference for vacation periods shall be made known to the office of the Police Chief before April 1 of each calendar year. In the case of conflict for a preferred vacation period(s), the senior employee will be given preference.
- 21.9 After April 1 vacation scheduling will be on a first come, first serve basis.
- 21.10 Not more than the amount of vacation earned within a twenty-four 24 month period shall be accrued or allowed to be taken at one time without the approval of the City Administrator. Vacation that has been accrued, but not taken, due to circumstances beyond the control of the EMPLOYEE, may be carried over into the next fiscal year, subject to the approval of the City Administrator. In the event that vacation has been inadvertently granted before it has been earned and an employee resigns, retires, or is otherwise separated from employment for any reason, the EMPLOYER shall deduct the amount owed from the employee's final paycheck.

## ARTICLE 22 - HOLIDAYS

- 22.1 Regular full-time employees who are scheduled to work on any of the ten (10) eight (8) hour holidays observed by the EMPLOYER will receive eight (8) hours holiday pay at the straight time rate plus an additional eight (8) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate. Regular full-time employees who are off-duty on any of the ten (10) eight (8) hour holidays

observed by the EMPLOYER shall receive eight (8) hours of holiday pay at straight time or eight (8) hours of compensatory time off at the discretion of the EMPLOYER. The following holidays shall be observed by the EMPLOYER:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day or the day after Thanksgiving Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 22.2 Regular, full-time employees will receive one (1) eight (8) hour floating holiday as time off. The floating holiday will be scheduled with the prior approval of the EMPLOYER. Probationary employees must be employed six (6) months to become eligible to receive one (1) eight (8) hour floating holiday as time off.

#### ARTICLE 23 - LEAVES OF ABSENCE

- 23.1 Military leaves of absence will be administered in accordance with current applicable federal laws and state statutes.
- 23.2 In court cases in which the City of Tracy is a party an employee who performs jury duty during a regularly scheduled work shift or when off-duty will receive compensation which equals the difference between the employee's net pay and compensation paid for jury duty excluding mileage. An employee who has been dismissed from serving as a juror prior to the end of the employee's scheduled work shift shall return to work. In court cases in which the City of Tracy is a party an employee who is subpoenaed as a witness or who voluntarily serves as a witness during a regularly scheduled work shift or when off-duty will receive compensation which equals the difference between the employee's net pay and compensation paid for witness fees. An employee who has been dismissed from serving as a witness prior to the end of the employee's scheduled work shift shall return to work.
- 23.3 An employee who has been employed for a minimum of one (1) year of continuous employment may take an unpaid leave of absence for the purpose of parental leave for the birth or adoption of a child. Parental leave may not exceed twelve (12) weeks, and must begin not more than six (6) weeks after the birth or adoption of a child. During the parental leave an employee may continue his/her group insurance coverage provided that the employee pays the full cost of the premiums. The employee returning to work following parental leave shall be employed in the same position and paid at the same rate of pay as prior to the commencement of the leave.
- 23.4 A leave of absence without pay may be granted by the City Administrator for a period not to exceed ninety (90) calendar days. An employee requesting such

leave shall submit a written request to the City Administrator at least two (2) weeks in advance of the commencement of the time period requested, which may be waived at the discretion of the EMPLOYER. An extension of unpaid leave of absence, if requested in writing by the employee may be granted by the City Council. In no case shall the total period of unpaid leave of absence exceed one (1) year. Benefits shall not accrue during an unpaid leave of absence. An employee may continue his/her group insurance coverage's provided that the employee pays the full cost of the premiums.

- 23.5 In the event of a serious emergency an employee may be granted a paid leave of absence for a maximum of three (3) days not charged against the employee's accrued sick leave for the purpose of dealing with the emergency. The employee shall submit a written request for emergency leave to the Police Chief, or to the City Administrator in the absence of the Police Chief. A serious emergency shall be defined as relating to the severe illness or injury or death of an employee's immediate family member(s), including: spouse; child; sibling; parents; grandparents; in-laws for siblings, parents and grandparents; and other relatives living in the same household as the employee. Additional leave may be granted by the City Council if requested by the employee.

If granted, such additional leave shall be deducted from the employee's accrued sick leave.

#### ARTICLE 24 - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

#### ARTICLE 25 - WAIVER

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

ARTICLE 26 - INJURY ON DUTY PAY

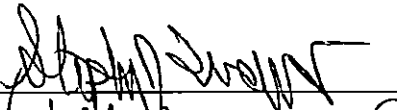
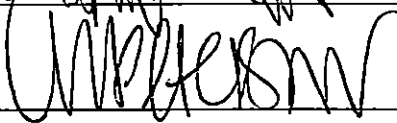
Any employee injured during the performance of their duties for the Employer and rendered unable to work will receive Injury On Duty (IOD) pay for up to ninety (90) days per injury. The IOD pay will be the difference between the Employees' regular pay and Worker's Compensation payments. The IOD pay will not be charged to the Employee's sick leave, vacation or any other accumulated benefits.

ARTICLE 27 - DURATION

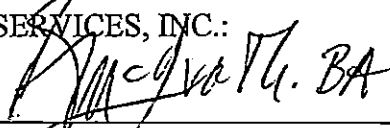

This AGREEMENT shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this day of 1-23 2017.

FOR THE CITY OF TRACY:

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

  
\_\_\_\_\_  
  
\_\_\_\_\_



## APPENDIX A

### UNIFORMS

Shirts (long and short sleeve)

Pants

Coats/Jackets

Hats

Footwear

Cold weather gear (one set of snowmobile bibs or pants with city logo displayed)

### LEATHER GEAR

Belts

Holsters

Cuff Cases

Belt keepers

Mace Holders

Baton holders

Belt buckles

Ammo pouches

Duty Bag

### MISCELLANEOUS

Gloves (if specialized Law Enforcement gloves, such as ultra thin leather gloves or puncture/needle proof)

Handcuffs

Batons

Business Cards

Sunglasses

Flashlights

**APPENDIX B**

**WAGE RATES**

Effective	Step A	Step B	Step C	Step D	Step E	Step F
Date	1 Year	2 years	3 years	4 Years	5 Years	6 Years
1/1/17	19.81	21.17	21.62	22.93	23.57	24.32
2% Inc.						
Effective	Step A	Step B	Step C	Step D	Step E	Step F
Date	1 Year	2 years	3 years	4 Years	5 Years	6 Years
1/1/18	20.21	21.59	22.05	23.39	24.04	24.80
2.0% Inc.						
Effective	Step A	Step B	Step C	Step D	Step E	Step F
Date	1 Year	2 years	3 years	4 Years	5 Years	6 Years
1/1/19	20.61	22.02	22.49	23.86	24.52	25.30
2% Inc.						

2. The preceding wage schedule shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.