

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL NO. 239)**

POLICE

January 1, 2020 – December 31, 2022

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 239).

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

Section 1.4. Probation: A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Regular Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.14. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift.

ARTICLE 2 PURPOSE OF AGREEMENT

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

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

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 98-PRE-296, December 2, 1997, as: "All essential licensed personnel employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees." All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

ARTICLE 4 RESPONSIBLE OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge



employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter this Agreement.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

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

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

- 1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 UNION ACTIVITY

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer without loss of pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations. All disciplinary actions shall be subject to the grievance procedure, if the Employee involved so chooses.

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

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs.

**ARTICLE 6
CHECKOFF OF UNION DUES**

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

Section 6.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 7.2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present such grievance to the Employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the Employee.

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

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

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days of receipt by the Union of the Police Chief's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator's designated Step 3 representative. The City Administrator or the designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after the Step 3 grievance meeting.

A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following receipt by the Union of the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

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

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator's Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own

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representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation in Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or a procedure such as, Veteran's Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized – Step 4 of Article 7 or another appeal procedure – and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure. Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee's right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is two-thousand one hundred eighty-four (2,184), straight time hours to be accounted for by each Employee through:

- a) hours worked on assigned shifts;
- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. 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.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

**ARTICLE 11
WAGES**

Section 11.1. Police Union Wage Schedule 2020-2022. The below schedule reflects a 2.75% general wage increase in 2020; and 3% general wage increase in 2021; and 2.5% general wage increase and \$0.75 market adjustment in 2022.

2020-2022 Wage Schedule											
			Beginning	Beginning	Beginning	Beginning					
			of 1st	of 2nd	of 3rd	of 4th	of 5th	Long.	LONGEVITY**		
2020	Effective 1/1/2020 (2.75%)	Adjustmnt	Year	Years	Years	Years	Years	Pay	10 Yrs	15 Yrs	20 Yrs
	Officer		\$26.64	\$27.34	\$27.97	\$28.53	\$29.62	\$0.35	\$29.97	\$30.32	\$30.67
	School Resource Officer***		\$27.64	\$28.34	\$28.97	\$29.53	\$30.62	\$0.35	\$30.97	\$31.32	\$31.67
	Investigator****		\$28.51	\$29.25	\$29.93	\$30.53	\$31.69	\$0.35	\$32.04	\$32.39	\$32.74
2021	Effective 1/1/2021 (3%)										
	Officer		\$27.44	\$28.16	\$28.81	\$29.39	\$30.51	\$0.45	\$30.96	\$31.41	\$31.86
	School Resource Officer***		\$28.44	\$29.16	\$29.81	\$30.39	\$31.51	\$0.45	\$31.96	\$32.41	\$32.86
	Investigator****		\$29.36	\$30.13	\$30.83	\$31.45	\$32.65	\$0.45	\$33.10	\$33.55	\$34.00
2022	Effective 1/1/2022 (2.50%)										
	Officer	\$ 0.75	\$28.88	\$29.61	\$30.28	\$30.87	\$32.02	\$0.55	\$32.57	\$33.12	\$33.67
	School Resource Officer***		\$29.88	\$30.61	\$31.28	\$31.87	\$33.02	\$0.55	\$33.57	\$34.12	\$34.67
	Investigator****		\$30.90	\$31.69	\$32.40	\$33.04	\$34.26	\$0.55	\$34.81	\$35.36	\$35.91
**Longevity pay as reflected in the above longevity pay schedule is listed in the Long. Pay column above.											
***The base rate of pay for officers assigned by the Chief as School Resource Officer shall be one dollar (\$1.00) above the wage schedule for Police Officer.											
****The base rate of pay for officers assigned by the Chief as Investigator shall be equal to a wage of 7% above the highest base wage schedule (non- longevity schedule) for Police Officer.											

** In 2020 longevity pay as reflected in the above longevity pay schedule is \$.35 per longevity category of 10, 15, and 20 years. In 2021 longevity pay as reflected in the above longevity pay schedule is \$.45 per longevity category of 10, 15, and 20 years. In 2022 longevity pay as reflected in the above longevity pay schedule is \$.55 per longevity category of 10, 15, and 20 years.

ARTICLE 9 OVERTIME

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Section. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the Employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked.

** The base rate of pay for officers assigned by the Chief as school resource officer shall be one dollar (\$1.00) above the employee's base wage on the wage schedule for Police Officer.

*** The base rate of pay for officers assigned by the Chief as investigator shall be equal to a wage of 7% above the highest base wage on the wage schedule (non-longevity schedule) for Police Officer.

Section 11.2. Shift Differential. A seventy-five cent (\$.75) per hour shift differential shall apply to any officer required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Canine Officer. Employees assigned by the Employer to Canine (K-9) Officer shall receive sixteen (16) hours of pay per month for canine maintenance.

Section 11.4. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

Section 11.5. Length of Service Credit for New Employees. Patrol Officers of the City who began employment with the City as an Employee after December 31, 2010 shall receive length of service credit for previous experience as a licensed full-time public law enforcement officer for the sole purpose of placement on the Employer's wage schedule as a Patrol Officer as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	3 rd year
10 or more years	4 th year

The Length of Service Credit will continue to apply as an Employee moves through the wage steps; longevity pay will be based on the number of years with the City of Grand Rapids.

Section 11.6. Field Training Officer Pay. Officers assigned to work as a field training officer will receive an additional \$0.50/hour compensation for all hours worked as a field training officer.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee's regular base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed officers.



Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee's regular base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee's regular base rate of pay. In the event that the employee's court appearance is canceled with less than 24 hours notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours pay at one and one-half (1 and ½) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall be computed at one and one-half (1 and ½) times the Employee's regular base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime.

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

Section 13.1. The Employer will issue new Employees the clothing and equipment outlined in Appendix A attached.

Section 13.2. Effective January 1, 2015, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3 Effective January 1, 2018, the Employer will purchase and provide to new officers an Employer approved service firearm. The Employer will be the owner of the firearm. Upon leaving employment with the City, the Officer will return the firearm to the Employer. An officer separating in good standing with the City would have the option to purchase their service firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer.

Section 13.4. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the officer. (Provided, however, firearms issued to officers shall remain the property of the City.)

Section 13.5. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the officer without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.



ARTICLE 14
ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2. Health and Welfare. While the Local 49 Health and Welfare Fund is the insurance provider for employees' health, medical, dental, vision and life insurance, and employees are not able to opt out of coverage the City will cover the full cost of the insurance premium for single and family coverage. If during the terms of this Agreement, the City changes insurance providers in accordance with Section 14.3 and 14.5 below, the Employer and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.


Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage.

ARTICLE 15
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Minn. Stat. § 471.61, Subd. 2a authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to



PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; the employee's individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer's Flexible Time Off Policy). For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

**ARTICLE 16
HOLIDAYS**

Section 16.1. All Employees shall receive ninety-two (92) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee's straight time pay.

Section 16.2. Any Employee working the following holidays shall receive one and one-half (1 and ½) times the Employee's regular base rate of pay for the hours worked on the holidays listed in this Section 16.2. For purposes of calculating when holiday pay begins, the holiday will be designated to begin at 6:00 a.m. on the holiday and conclude at 5:59 a.m. on the following day to align with the Department's current 12-hour shifts.

New Year's Day
Birthday of Martin Luther King, Jr.
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day



Friday after Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours pay at one and one-half (1 and ½) times the Employee’s regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

**ARTICLE 17
FLEXIBLE TIME OFF**

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320

After the 9 th anniversary through the 14 th anniversary	35	280	10.7692
After the 14 th anniversary	39	312	12.

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4 th anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 4 th anniversary through the 9 th	<u>20</u>	<u>160</u>	<u>6.15</u>
12* After the 9 th anniversary through the 14 th anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14 th anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

Regular part-time Employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the Employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 17.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

Any officer who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire. If the City is planning to make a substantial change to the Extended Medical Benefit portion of the City's Flexible Time Off policy, the City will notify the Union of such changes prior to any Council action.

ARTICLE 18 LEAVE

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

ARTICLE 19 DISCIPLINE

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay
- d. Demotion, or
- e. Discharge



Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 19.3. Written reprimands, notices of suspension, notice of demotion, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a union representative present at such questioning.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union at Step 3 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 21 LAYOFF/SENIORITY

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.



Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit. Employees upon completion of a probationary period of twelve (12) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate probationary Employees at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all Employees who change classification within the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.
2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's twelve (12) month probationary period.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

ARTICLE 22 HEALTH CARE SAVINGS ACCOUNT

Section 22.1 The Union and the City agree to allow all employees of the Police Department covered under the Union collective bargaining agreement to make an employee contribution to the Employer-designated post employment health savings account of \$75.00 per employee per pay period. It is understood that there will be no Employer contributions to the post employment health savings account.

**ARTICLE 23
WAIVER**

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 23.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 23.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

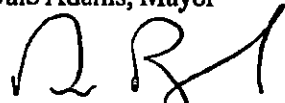
**ARTICLE 24
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2020 through December 31, 2022, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2023, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

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

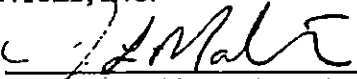
CITY COUNCIL, GRAND RAPIDS

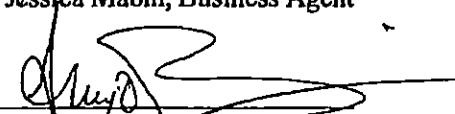
BY: 
Dale Adams, Mayor

BY: 
Tom Pagel, City Administrator

DATE: 10/25/19

LAW ENFORCEMENT LABOR
SERVICES, INC.

BY: 
Jessica Mabin, Business Agent

BY: 
President, Local 239

DATE: _____



APPENDIX A

Initial Issue:

- (3) Long Sleeve Shirts with Patches
- (3) Short Sleeve Shirts with Patches
- (3) Uniform Pants
- (2) Breast Badges
- (1) Hat Badge
- (1) Winter Hat (GRPD Stocking Cap)
- (1) Stormy Kromer Hat (GRPD Authorized)
- (1) Summer Hat (Police Saucer Hat)
- (1) Summer Hat Rain Cover
- (1) Outer Duty Belt
- (1) Inner Duty Belt
- (1) Key Holder
- (3) Belt Keepers
- (1) Radio Holder
- (1) Flashlight Holder
- (1) Flashlight Traffic Wand
- (1) Rechargeable LED Flashlight with Charger
- (1) Pair of Winter Gloves
- (1) Double Magazine Pouch
- (1) Chemical Irritant Holder
- (1) Medical Glove Pouch
- (1) Set of Handcuffs
- (1) Spare Handcuff Key
- (1) Handcuff Case
- (1) Holster
- (2) Neck ties or (1) Neck tie and (1) Dickie
- (1) Tie Clasp
- (1) One long rain coat
- (1) Snowmobile Bibs
- (1) Pair of Boots or (1) Pair of Shoes
- ** (1) Winter Jacket with patches
- ** (1) Spring/Fall Jacket with patches
 - **Or One All-Season Jacket with patches
- (1) One Jacket Name Tag
- (1) One Shirt Name Tag
- (1) One Ballistic Vest with Carrier
- (1) One Jacket Collar Brass
- (1) One Shirt Collar Brass
- (1) One Belt Clip Badge Holder

If the Employer decides to require a Class A uniform it will be provided as part of the initial issue at no cost to the employee.

The Employer reserves the right to specify color, style and type of uniform items, including clothing.