

LABOR AGREEMENT
BETWEEN
THE CITY OF ORONO
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #168
POLICE SERGEANTS



January 1, 2020 through December 31, 2022

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ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2020, between the City of Orono, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES INC., hereinafter called the UNION.

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 terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes Section 179A.03, Subdivision 7, for all police personnel in the following job classification:
Police Sergeants
- 2.2 In the event the EMPLOYER and the UNION 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 Orono Police Department.
- 3.5 EMPLOYER: The City of Orono.
- 3.6 CHIEF: The Chief of the City of Orono 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 scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch shift.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 PROBATIONARY PERIOD: A one year period form date of hire or promotion.

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 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.
- 4.2 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 5 UNION SECURITY

- 5.1 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 the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).
- 5.4 The UNION agrees to indemnify and hold 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 the EMPLOYER under the provisions of this Article.

ARTICLE 6 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 DEFINITION OF 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.

6.2 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 as provided by Section 6.2 of this AGREEMENT.

6.3 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 work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION 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 work hours provided that the employee and the UNION 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.

6.4 PROCEDURE

Grievances, 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 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, and 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 the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION 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 the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be considered waived.

6.5 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 the UNION, 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 be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION 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 the UNION 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.

6.6 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, 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 agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, 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 Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure shall be utilized--Step 4 of Article VII or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes

the aggrieved employee from making a subsequent appeal through Step 4 of Article VII. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 7 SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 SENIORITY

- 8.1 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.
- 8.2 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 his previous position at the sole discretion of the EMPLOYER.
- 8.3 A reduction of work force will be accomplished on the basis of bargaining unit seniority. Employees shall be recalled from layoff on the basis of bargaining unit seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of layoff before any new employee is hired.
- 8.4 Senior employees will be given preference with regard to changes in job classification through transfer, assignment or promotion when the job relevant qualifications of employees are equal.
- 8.5 Once continuous vacation period shall be selected on the basis of seniority until March 15 of each calendar year.
- 8.6 After eighteen (18) months of continuous full-time employment as a Sergeant, senior qualified employees will receive shift assignment preference for biddable shifts.

ARTICLE 9 DISCIPLINE

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

- d. demotion; or
 - e. discharge.
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension, notices 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. Employees and the UNION 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 an 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 the UNION at Step 3 of the grievance procedure under Article VII of this AGREEMENT.

ARTICLE 10 WORK SCHEDULES

- 10.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 10.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of assigned shifts.
- 10.3 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.

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 regularly scheduled shift. Changes of shift 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 12.2 be considered as unpaid overtime worked.
- 11.4 For the purpose of computing overtime compensation overtime hours 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.

ARTICLE 12 COMPENSATORY TIME

- 12.1 As an alternative to payment of overtime compensation, the employee may receive an hour of compensatory time plus one half-hour in cash for each hour worked for time worked as follows:
- a) All hours worked over 171 hours in a 28-day work period.
 - b) Recalls to work to fill in shifts, including but not limited to filling in shifts for vacation, sick leave, holidays.
- 12.2 For other hours not covered in 13.1 the employee, by mutual agreement, may receive in lieu of overtime payment in cash, one hour of compensatory time for each hour worked.
- 12.3 The employee may accrue up to 48 hours in a compensatory bank to be used within the compensatory time policy of the City.
- 12.4 Prior to December 31st of each year, an employee must cash out all but 24 hours of compensatory time and those remaining hours not cashed remain available for use in the following year.

ARTICLE 13 CALL BACK TIME

An employee who is called to duty during their 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. An extension or early report to a scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 14 COURT STANDBY TIME

14.1 An Employee who is required 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 (1.5) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum.

14.2 Employees required by the Employer to standby for a potential court appearance shall be paid a minimum of three (3) hours for such standby time at the rate of one hour pay for each hour on standby. If an Employee on standby is required to report to court, standby time is then converted to court time as provided in Section 14.1.

14.3 Employees who have been placed on standby and who are not notified of a court cancellation prior to 5:00 p.m. on the day preceding the scheduled appearance will be paid for the appearance in the same fashion as described in Section 14.2 of this agreement

ARTICLE 15 UNIFORMS

The EMPLOYER will provide all City-required uniform articles and equipment.

ARTICLE 16 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 the Worker’s Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee’s vacation, sick leave, or other accumulated leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) day working day waiting period shall be charged to the employee’s sick leave account less Worker’s Compensation insurance.

ARTICLE 17 WAGES

17.1 Wages. The Wage Schedule for 2020-2022 will reflect a ten (10%) percent increase over the police officer salary schedule (Top patrol pay plus top Longevity).

The following wage schedules shall be in effect:

2020 Wages	Per Hour
Top Sergeant	\$46.02
Beginning Sergeant through first year of probation	\$43.95
Acting Sergeant	\$43.95
Acting Chief	\$50.62

2021 Wages	Per Hour
Top Sergeant	\$47.40
Beginning Sergeant through first year of probation	\$45.27
Acting Sergeant	\$45.27
Acting Chief	\$52.14

2022 Wages (Jan 1, 2022 –Jul 1, 2022)	Per Hour
Top Sergeant	\$48.35
Beginning Sergeant through first year of probation	\$46.17
Acting Sergeant	\$46.17
Acting Chief	\$53.19

2022 Wages (Jul 1, 2022 –Dec 31, 2022)	Per Hour
Top Sergeant	\$48.83
Beginning Sergeant through first year of probation	\$46.63
Acting Sergeant	\$46.63
Acting Chief	\$53.71

17.2 A sergeant assigned by the City Council to assume the full responsibilities and authority of the Police Chief shall receive the agreed to wage rate listed above.

ARTICLE 18 INSURANCE

- 18.1 Effective January 1, 2020, the EMPLOYER's contribution per employee receiving single health insurance coverage is Nine Hundred Fifteen and no/100ths (\$915.00) Dollars per month toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4. The EMPLOYER's contribution per employee receiving family health insurance coverage is One Thousand Four Hundred Seventy Two Dollars and 50/100ths (\$1,472.50) Dollars per month, toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4. The City and LELS Local # 168 agree to allow the participation of a Local #168 representative the ability to participate in the selection process for City provided insurance for the 2021 insured year.
- 18.2 Effective January 1, 2021, the EMPLOYER's contribution per employee receiving single health insurance coverage is Nine Hundred Fifteen and no/100ths (\$915.00) Dollars per month toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4. The EMPLOYER's contribution per employee receiving family health insurance coverage is One Thousand Four Hundred Seventy Two Dollars and 50/100ths (\$1,472.50) Dollars per month, plus fifty (50%) percent of any increase in the family health insurance premium, toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4.
- 18.3 Effective January 1, 2022, the EMPLOYER's contribution per employee receiving single health insurance coverage is Nine Hundred Fifteen and no/100ths (\$915.00) Dollars per month, toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4. The EMPLOYER's contribution per employee receiving family health insurance coverage is the amount established in 2021, plus fifty (50%) percent of any increase in the family health insurance premium, toward a cafeteria benefit plan that offers group health, life, long-term disability and dental insurance, subject to the health insurance opt-out provisions set out in Paragraph 18.4.
- 18.4 HEALTH INSURANCE OPT-OUT OPTION
If a health insurance opt-out option is available with the City's group health insurance plan, an employee who has health insurance through a group-sponsored plan elsewhere may elect to waive health insurance coverage. An employee who waives health insurance coverage will receive, as the City's insurance contribution, the difference between the lowest cost single coverage health insurance plan and the City's single insurance contribution, as set out in Paragraphs 18.1, 18.2 and 18.3, as an opt-out credit to use through the City's cafeteria benefit plan.

ARTICLE 19 VACATIONS

Employees will accumulate vacation leave according to the following schedule:

0 through 5 years continuous service	10 days (80 hours)
6 through 10 years continuous service	15 days (120 hours)
11 through 15 years continuous service	18 days (144 hours)
16 years continuous service	19 days (152 hours)
17 years continuous service	20 days (160 hours)
18 years continuous service	21 days (168 hours)
19 years continuous service	22 days (176 hours)
20 years continuous service	24 days (192 hours)

The maximum accumulation of vacation is 240 hours.

ARTICLE 20 HOLIDAYS

- 20.1 Each employee shall receive 12 (96 hours) floating holidays accrued on a prorated basis each year to be used in the same manner as vacations. For each holiday hour not used each employee shall receive an hour of pay up to 96 hours per year. Payment is to be made on the first day in December of each calendar year.
- 20.2 Employees who are scheduled to work on New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve or Christmas Day shall receive an additional one-half hour of pay for each hour worked on each of these eleven holidays.
- 20.3 Holiday hours commence at 0000 hours and end at 2359 hours on the actual day of the holiday for employees working shifts. Employees working a Monday through Friday schedule shall observe the holidays on the same days as the other City Employees.

ARTICLE 21 SICK LEAVE

- 21.1 Each employee shall earn eight (8) hours of sick leave per month.
- 21.2 Each employee shall be allowed to accumulate sick leave up to the maximum amount of nine hundred sixty (960) hours.
- 21.3 In addition any hours over 960 hours accrued shall go into a catastrophic sick leave bank, which may be used any time the person is sick for more than 30 consecutive calendar days.
The maximum accrued in this bank is 320 hours and is not useable for severance purposes under Article 23.

ARTICLE 22 SEVERANCE PAY

Each employee with at least three (3) years, but less than twelve (12) years, of service with the EMPLOYER will receive, upon honorable termination of employment, one-third (1/3) of the employee's accumulated sick leave, as well as the employee's accumulated vacation leave and compensatory time hours, as severance pay. Each employee with twelve (12) years or more of service with the Employer will receive, upon honorable termination of employment, one-half (1/2) of the employee's accumulated sick leave, as well as the employee's accumulated vacation leave, unused holiday leave, and compensatory time hours, as severance pay. These funds shall be deposited into a designated Post-Employment Health Care Savings Plan.

ARTICLE 23 POST EMPLOYMENT HEALTH CARE SAVINGS ACCOUNT

Each employee shall participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes section 352.98. All funds collected by the employer on behalf of the employees shall be deposited into the HCSP. Commencing January 1, 2008, each employee shall contribute 2% of salary to the HCSP. The employer shall deduct this amount from each payroll check. Upon termination of employment 100% of severance pay, as that term is defined in this Labor Agreement, shall be deposited into the HCSP.

ARTICLE 24 POST LICENSE

The EMPLOYER agrees to pay the cost of the employee's post license fees.

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 terms or conditions 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 the UNION 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 or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 26 DAYLIGHT SAVINGS

Police Sergeants working shifts during daylight savings will only be paid for the actual hours worked.

ARTICLE 27 EYEWEAR REPLACEMENT

Prescription eyewear damaged in the line of duty will be replaced at a cost not to exceed Two Hundred Fifty and no/100ths (\$250.00) Dollars.

ARTICLE 28 TRAVEL TIME

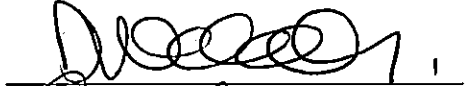

Sergeants attending voluntary/optional training will be eligible for up to 1 (one) hour of paid travel time at their regular rate per day. If the Sergeant owes TOC, this travel time can be deducted from the hours owed in TOC. Travel time will be calculated as time from the Orono Police Department to the training site.

ARTICLE 29 DURATION

This AGREEMENT shall be effective as of the first (1st) day of January, 2020 and remain in full force and effect until the thirty-first (31st) day of December, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 14th day of October, 2019.

FOR THE CITY OF ORONO

LAW ENFORCEMENT LABOR SERVICES

