

LABOR AGREEMENT

Between

City of Waterville

and



Representing

**Waterville Police Officers
Local #135**

July 1, 2019 through June 30, 2022

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PREAMBLE

The Agreement dated September 3, 2019, is made and entered into by and between the City of Waterville, hereinafter referred to as the Employer, and LELS, hereinafter referred to as the Union.

ARTICLE I: PURPOSE OF AGREEMENT

This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees and the Union; the furtherance of efficient governmental services; the establishment of equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the Department; and the establishment of a formal understanding relative to all terms and conditions of employment contained herein.

ARTICLE II: RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minn. Stat. 179A.03, Subd. 14, for all employees of the Police Department Bargaining Unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated July 15, 1985, Case No 85-PR-823-A.

ARTICLE III: DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the meaning given to them:

- 3.1 EMPLOYER: The City of Waterville, Minnesota
- 3.2 UNION: LELS
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 OFFICER: Officer elected or appointed by the Union
- 3.5 MEMBER: A member of LELS in the bargaining unit to which this contract applies

ARTICLE IV: MANAGEMENT RIGHTS

- 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. All rights granted the Employer under Minn. Stat. 179A.07 are expressly not 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 V: LEGAL SERVICES

- 5.1 The Employer agrees to comply with all the appropriate Minnesota Statutes in regard to defending its Employees against alleged act(s) of omission occurring in the performance of the Employee's duties when acting on duty in conformance with Employer orders. Such defense is limited by the scope of the employer's insurance coverage.

ARTICLE VI: UNION SECURITY

- 6.1
 - A. The Employer agrees to "Dues Check Off" as per the obligation and meaning of Minn. Stat. 179A.06, Subd. 6.
 - B. 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 paragraph 6.1A.
- 6.2 The Employer agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment, with the exception of inherent managerial policy as outlined by Minn. Stat.179A.07, Subd. 1.
- 6.3 The Union may designate members to act as Stewards or Officers and shall inform the Employer of such choice and of any changes in Stewards or Officers in writing. At no time shall the number of Officers or Stewards be greater than one (1) Officer or one (1) Steward, whichever be the title, per 10 members of the bargaining unit.
- 6.4 The Employer agrees to make space available on the Employer bulletin board for the posting of Union notices(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Department. On duty Officers will perform normal duties during the time Union meetings are being held.
- 6.5 The Employer agrees to allow the officer and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Department. Such time off must have the prior approval of the Chief of Police and/or the approval of the City Administrator.
- 6.6 The Employer agrees to post all promotional opportunities within the Department; to publish the method by which promotions shall be made within the Department; and to make copies of all work rules and regulations available to employees. This shall in no way prohibit the employment of persons from outside the Department.

ARTICLE VII: EMPLOYER SECURITY

- 7.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, sympathy strike, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE VIII: EQUAL APPLICATION

- 8.1 The Employer agrees not to discriminate on any basis prohibited by law. The Union and Employees shall share equally in the responsibilities established by this Article.
- 8.2 The employer shall not discriminate against, interfere with, restrain, or coerce any Employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in administration of the Agreement because of non-membership in the Union.
- 8.3 The Union accepts its responsibilities as exclusive representative and agrees to all Employees in the bargaining unit without discrimination.

ARTICLE IX: SAVINGS

- 9.1 This Agreement is subject to the laws of the United States and the State of Minnesota.
- 9.2 In the event that 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 provisions may be negotiated upon written request of either party.

ARTICLE X: GRIEVANCE PROCEDURE

- 10.1 A. For the purpose of this Agreement the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement.
- B. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this Agreement.
- C. The Employer and the Union agree that the investigation and processing of such grievances shall be accomplished during the normal work day of the City Administrator without a reduction in wages or loss of leave time to the aggrieved or the Union Steward while consistent with employee duties and responsibilities.
- 10.2 Procedure Grievances defined by Section 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) 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) days after the Employer-designated representative's final answer in Step 1. A 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. Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 within ten (10) calendar days shall be considered waived.
- Step 3 If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. Employer-designated representative shall give the union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4 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 arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Bureau of Mediation Services.

- 10.3 Arbitrator's Authority
- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms 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's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
 - C. The fees and expenses of 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 of the proceedings, the cost shall be shared equally.
- 10.4 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 written agreement of the Employer and the Union in each step.
- 10.5 Choice of Remedy If, as 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 to Step 4 of Article X or a procedure such as: Civil Service, veteran's Preference or Fair Employment.
 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 XI: DISCIPLINE

- 11.1 The Employer will discipline for cause only. Discipline will be in one or more of the following forms:
- a. Oral Reprimand
 - b. Written Reprimand
 - c. Suspension
 - d. Demotion
 - e. Discharge
- 11.2 Notices of suspension, demotion and discharge will be in written form and will state the reasons(s) for the action taken. Suspension will set forth 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. The Union shall be provided with a copy of each such notice.
- 11.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the employees personnel file and be of no effect one (1) year after the date of which the employee acknowledged the reprimand.

- 11.4 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.
- 11.5 Employee's may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 11.6 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE XII: JOB SAFETY

- 12.1 It shall be the policy of the Employer and the Union that the safety of Employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents whenever possible are a continuing and integral part of their everyday responsibilities.
- 12.2 It shall also be the responsibility of all Employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. The Employee's responsibility shall include the proper use of all provided safety devices in accordance with recognized safety procedures.

ARTICLE XIII: VOLUNTARY SHIFT SWITCHING

- 13.1 Voluntary shift switching will not be allowed without the consent of the Police Chief. Voluntary switching of shifts shall not obligate the Employer for overtime pay. Any excess expenditure from Employer required under the Fair Labor Standards Act for the voluntary shift change will be paid by the Employee requesting the change.

ARTICLE XIV: SENIORITY

- 14.1 Definition 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.
- 14.2 Application. Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 14.3 Lay-Off. A reduction of the work force and recall will be accomplished on the basis of seniority provided that the senior Employee is performing satisfactorily.
- 14.4 Probationary Employees. 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 returned to the Employees previous position at the sole discretion of the Employer. The length of the probationary period will be one (1) year.
- 14.5 Vacation Schedule. Vacation selection shall be based upon seniority.
- 14.6 Recall. The recall provisions of this Section shall be considered fulfilled upon seven (7) days' notice to return to work mailed to the Employee's last known address.

ARTICLE XV: CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XVI - WORK SCHEDULES

- 16.1 The Employer shall be the sole authority in determining the work schedules. Said schedules may be amended at any time by the Employer. Preference will be given on a seniority basis for shifts (i.e., days off, time and rotation.)
- 16.2 The normal work year shall consist of 2,080 hours to be accounted for by each Employee through the following:
 - a. Scheduled Hours of Work
 - b. Approved and Assigned Training, and
 - c. Authorized Paid Leave Time
- 16.3 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 Employee.
- 16.4 Schedules will be posted ten (10) days before the end of each month for the succeeding month.

ARTICLE XVII - MEALTIME

- 17.1 Employees shall be given one-half ($\frac{1}{2}$) hour of paid time during a full shift for meals. During the paid mealtime, the Employee remains on continual duty and is responsible for assigned duties.

ARTICLE XVIII - OVERTIME

- 18.1 Employees shall be compensated one and one-half ($1\frac{1}{2}$) times the Employees regular hourly equivalent of base rate for hours in excess of one-hundred seventy-three and one-third ($173\frac{1}{3}$) hours per month, for all previously approved overtime hours as noted in Section 18.3. All compensated hours count toward the $173\frac{1}{3}$ hours in a month with the exception of overtime.
- 18.2 Overtime will be distributed as equally as practicable. For purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hour worked.
- 18.3 All overtime with the exception of emergency situations, will have the prior approval of the City Administrator.
- 18.4 Hours credited toward the one-hundred seventy-three and one-third ($173\frac{1}{3}$) monthly hours minimum will be recorded by the Employer on a monthly basis and each employee shall be given a record of hours credited.
- 18.5 Overtime hours worked as an extension of the Employees regularly scheduled shift or as call backs must be approved by the City Administrator in order to be credited toward the one-hundred seventy-three and one-third ($173\frac{1}{3}$) monthly hours minimum.
- 18.6 Where such hours result in a total of monthly hours in excess of one-hundred seventy-three and one-third ($173\frac{1}{3}$) hours these overtime hours will be paid off as cash overtime or accumulated as compensatory time off at the rate of one and one-half ($1\frac{1}{2}$) times the Employees regular base pay rate based on the request of the Employee. Compensatory time off may be accumulated up to a maximum of eighty (80) hours and may be used with the prior approval of the Employer.
- 18.7 Overtime hours worked as assigned by the Employer for training or to fill in for other Employees on vacation leave or sick leave shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the Employee's regular base pay rate provided that the employee has accumulated the required one-hundred seventy-three and one-third ($173\frac{1}{3}$) monthly hours minimum.
- 18.8 At the end of the calendar year if an Employee has less than the one-hundred seventy-three and one-third ($173\frac{1}{3}$) hours credited for the month of December, hours owed by the Employee shall be deducted at the straight time rate of pay from the last pay check.
- 18.9 At the end of the calendar year if an Employee has accrued unused compensatory time off, hours

owed by the Employer shall be automatically placed into the Employee's State of Minnesota's Health Care Savings Plan (HCSP) account.

ARTICLE XIX: CALL BACK

- 19.1 Call backs shall be credited in accordance with Article XVII, Overtime, at the rate of one and one-half (1 ½) times the Employee's regular base pay rate for a minimum of two (2) hours.

ARTICLE XX: COURT TIME

- 20.1 An Employee who is required to appear in court during scheduled off-duty time shall have the option either receiving payment at one and one-half (1 ½) times the regular hourly rate of pay for a minimum of two (2) hours or the Employee may accrue the hours at the time and one-half (1 ½) rate for a minimum of two (2) hours compensatory time off. Court time shall not be credited towards the one-hundred seventy-three and one-third (173-1/3) monthly hour minimum.
- 20.2 If the Employee elects the option of taking compensatory time off, it shall be with the prior approval of the Employer. Unless notified seven (7) calendar days prior to the normal payroll date, it is assumed by the Employer that payment is requested rather than the compensatory time off.

ARTICLE XXI: STANDBY

- 21.1 The Employer acknowledges that Police Officers are sometimes asked to provide public safety beyond their normal hours of duty. Therefore, standby or restricted time off shall be scheduled by the Chief of Police for the purpose of having an Officer available to respond to calls during the time when there is no Officer on regular scheduled duty. Standby requires that the Police Officer be within thirty 30 minutes and to maintain contact by radio, pager, cell phone, home phone etc.
- 21.2 Standby pay shall be paid at the rate of \$4.25 per hour for each hour on standby.
- 21.3 Response Time: The Employer and LELS recognize that a reasonable response time from the employee's residence to locations in Waterville is a necessary job-related concern for the safety and well-being of the public and other officers. Thus, the City and LELS agree that a response time limit of 30 minutes from the employees' residence to the Waterville Police Department building is an appropriate and acceptable limit, measured during clear weather conditions and traveling at the legal speed limits.

ARTICLE XXII: SICK LEAVE

- 22.1 Every regular full-time Employee is entitled to sick leave with pay at the rate of eight (8) hours per month of full-time service or major fraction thereof.
- 22.2 Sick leave may be accumulated to a maximum of six hundred forty (640) hours and may be granted in units of not less than two (2) hours.
- 22.3 Sick leave shall be granted in accordance to MN Statute 181.9413 for absence from duty because of personal illness, legal quarantine, injury on the job, death or illness in the immediate family.

Immediate Family for illness shall be defined as the employee's spouse, children, adult child, step-children, mother in-law, father in-law, grandchildren, parents, step-parents, grandparents, brothers, sisters, spouse's mother/father/grandparents or any other member of the employee's household.

Sick leave may also be granted for a maximum of three (3) days for funeral leave for a member of the Employee's immediate family.

Immediate Family for death shall be defined as the employee's spouse, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, or any other member of employee's household. It shall also include the employee's spouse's children, grandchildren,

parents, step-parents, grandparents, brothers or sisters.

22.4 To be eligible for sick leave with pay an Employee shall:

22.4.1 Report as soon as possible to the department head and the City Administrator the reason for the absence.

22.4.2 Keep the department head and the City Administrator informed of the Employee's condition and if the absence is of more than three (3) days duration;

22.4.3 Submit a medical certificate for any absence over three (3) days to the Chief of Police and/or City Administrator. If a pattern of sick time abuse is identified by the Chief of Police/or the City Administrator, written notice will be given to the employee. The Chief of Police /and or the City Administrator, may require the employee to submit a medical certificate to validate possible sick time abuse.

ARTICLE XXIII: SEVERANCE PAY

23.1 Regular full-time Employees shall receive a lump sum payment upon termination of employment with the employer of the unused sick leave after completion of ten (10) years of continuous service.

ARTICLE XXIV: JURY DUTY

24.1 If a regular full-time Employee is required to serve on a jury, the Employer shall compensate the Employee the difference between jury duty pay and the Employee's regular hourly equivalent rate of pay.

ARTICLE XXV: VACATION LEAVE WITH PAY

25.1 Every full-time Employee is entitled to earn vacation with pay according to the following:

Years of Service	Hours Vacation Leave	Accumulated Maximum Up to 1 ½ Accrual Rate
Start through 6 months	60 hours per year	90 hours
7 months through 2 years	80 hours per year	120 hours
3 years through 5 years	110 hours per year	165 hours
6 years through 15 years	150 hours per year	225 hours
16 years and Over	190 hours per year	285 hours

Vacation will be accrued semi-monthly at a rate of 1/24th the annual accrual rate.

25.2 Accrual. An employee may carry over 1 ½ times their vacation accrual.

25.3 When Taken. A new Employee is not eligible to take accrued vacation until the Employee has completed six (6) months of continuous service. Once an Employee has accrued at least sixty (60) hours of earned vacation time, the City shall grant, at the Employee's request, vacation time in a block of one (1) calendar day which will consist of earned vacation time and scheduled time off.

25.4 Vacation Leave. May be used as earned subject to approval of the Department Head and the City Administrator as to time at which it may be taken. All vacation requests must be submitted to the Chief of Police or City Administrator at least fifteen (15) days in advance of the dates required.

25.5 Separation from Employment. Any Employee leaving the municipal service of the City of Waterville in good standing after giving two (2) weeks advance notice shall be compensated for vacation leave accrued and unused to the day of separation.

ARTICLE XXVI: HOLIDAYS

- 26.1 For regular full-time Employees, eighty (80) hours of holidays shall be credited as time worked in the normal work year and shall be compensated for at straight time.
- 26.2 In the event that an Employee is assigned to duty during a holiday, the Employee will be credited with the hours worked toward fulfilling the one-hundred three and one-third (173-1/3) monthly hours minimum.
- 26.3 Employees shall receive the following (10) paid holidays:
 - New Year's Day - January 1
 - Martin Luther King's Birthday - 3rd Monday in January
 - President's Day - 3rd Monday in February
 - Memorial Day - Last Monday in May
 - Independence Day - July 4
 - Labor Day - 1st Monday in September
 - Veteran's Day - November 11
 - Thanksgiving Day - 4th Thursday in November
 - Day After Thanksgiving - 4th Friday in November
 - Christmas Day - December 25

ARTICLE XXVII: INSURANCE

- 27.1 The Employer shall contribute 100% of the single insurance premium per month, toward the cost of employee insurance, and for employees electing dependent coverage, the Employer shall contribute 80% of the premium and the employees shall contribute 20% of the premium for health insurance under the Employer's group health plan for all regular full-time employees.
- 27.2 Employees not choosing dependent coverage cannot be covered at Employer expense for any additional insurance.
- 27.3 The family or dependent coverage deductible will be four thousand dollars (\$4,000.00) per year. The single coverage deductible will be two thousand dollars (\$2,000.00) per year.
- 27.4 In the event an employee or an individual covered via dependent coverage experiences a medical event which requires payment of a deductible greater than the amount accrued in accordance with article 27.6, the employer shall contribute an amount equal to the required deductible or if required the entire deductible in one lump sum payment. The maximum contribution on behalf of the employer toward the deductible shall be one thousand five hundred eighty dollars (\$1,580.00) for single coverage and three thousand one hundred sixty dollars (\$3,160.00) for dependent coverage.
- 27.5 The Employer will pay three thousand one hundred and sixty dollars (\$3,160.00) toward the dependent deductible and one thousand five hundred and eighty dollars (\$1,580.00) toward the single deductible.
- 27.6 The aforementioned Employer contributions toward the respective deductibles will be made in twelve (12) equal installments throughout the premium year for the dependent and single deductibles.

ARTICLE XXVIII: COMPENSATION

- 28.1 Employees shall be compensated with the salary schedule marked Appendix A attached herewith and made a part of this Agreement.

ARTICLE XXIX: UNIFORM ALLOWANCE

- 29.1 Regular full-time Employees shall receive a department issued side arm (make and model determined by the Employer and will remain property of the Employer). The uniform allowance for 2019-2022 is \$695 per calendar year. Any unused amount is lost at the end of the calendar year.
- 29.2 Employees may purchase their own authorized clothing and equipment as provided for under the rules and regulations of the Police Civil Service Commission and submit paid invoices to the Chief of Police for reimbursement in full up to the maximum amount per year. Receipts from professional dry cleaners for the cleaning of authorized uniform clothing may also be turned in but will be deducted the Uniform Allowance. Uniform items designated as property of the employee specified in the Police Civil Service Commission regulations would remain property of the employee.
- 29.3 In the event that a new Police Officer is employed during the length of this Agreement, the City will furnish the new employee with an initial issue of the uniform as determined by the Chief of Police and the Council. The regular uniform allowance (pro-rated for the remainder of the year) will be in effect following the probationary period.
- 29.4 The Employer shall purchase cell-phones for all full-time officers to use for work related issues.

ARTICLE XXX: POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP)

The City shall establish an account for each employee in the State of Minnesota's Health Care Savings Plan (HCSP). Funds designated by the group shall be deposited into an account to be used following separation of City service. These funds shall be withheld pre-tax and invested at the direction of the individual employee and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any other funds due the employee upon separation shall be paid into the fund, subject to any applicable federal, state, and local taxes. The City will not contribute any monies to the fund.

Any severance due the employee shall be deposited at 25% into an account in the State of Minnesota's Health Care Savings Plan (HCSP).

All active members of the bargaining unit shall also contribute 2.5% of their gross wages each pay period. These funds shall be withheld pre-tax and invested at the direction of the individual employee and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Upon the death of an employee, no funds can be placed in the HCSP account. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes.

ARTICLE XXXI: RIGHT OF SUBCONTRACT

- 31.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by Employees covered by this Agreement.

ARTICLE XXXII: WAIVER


- 32.1 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.
- 32.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each has 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 understanding arrived at by the parties 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, even though such terms or 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 XXXIII: DURATION

Except as herein provided, this Agreement shall be effective July 1, 2019 and shall continue in full force and effect until June 30, 2022.

FOR THE CITY OF WATERVILLE

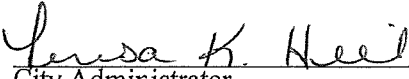
LAW ENFORCEMENT LABOR SERVICES, INC.



Mayor

 11/20/19

LELS Business Agent



City Administrator



Union Steward



Police Commission Member

APPENDIX A

1. WAGE RATES:

The following annual rates shall be effective for 2020: January – June 2%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$22.73	\$47,269.25
1-2 Years	\$24.70	\$51,385.15
2-3 Years	\$26.72	\$55,585.92
3-8 Years	\$27.87	\$57,962.11
8-10 Years	\$28.12	\$58,492.51
10 Years (Longevity Step)	\$29.81	\$62,002.06

The following annual rates shall be effective for 2020: July – December 0.5%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$22.84	\$47,505.59
1-2 Years	\$24.82	\$51,642.08
2-3 Years	\$26.85	\$55,863.85
3-8 Years	\$28.01	\$58,251.92
8-10 Years	\$28.26	\$58,784.97
10 Years (Longevity Step)	\$29.96	\$62,312.07

The following annual rates shall be effective for 2021: January – June 2%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$23.30	\$48,455.71
1-2 Years	\$25.32	\$52,674.92
2-3 Years	\$27.39	\$56,981.13
3-8 Years	\$28.57	\$59,416.96
8-10 Years	\$28.83	\$59,960.67
10 Years (Longevity Step)	\$30.56	\$63,558.31

The following annual rates shall be effective for 2021: July – December 0.5%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$23.41	\$48,697.98
1-2 Years	\$25.45	\$52,938.29
2-3 Years	\$27.53	\$57,266.03
3-8 Years	\$28.71	\$59,714.04
8-10 Years	\$28.97	\$60,260.48
10 Years (Longevity Step)	\$30.71	\$63,876.10

The following annual rates shall be effective for 2022: January – June 2%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$23.88	\$49,671.94
1-2 Years	\$25.96	\$53,997.06
2-3 Years	\$28.08	\$58,411.35
3-8 Years	\$29.29	\$60,908.32
8-10 Years	\$29.55	\$61,465.69
10 Years (Longevity Step)	\$31.32	\$65,153.62

The following annual rates shall be effective for 2022: July – December 0.5%

<u>YEARS OF SERVICE</u>	<u>HOURLY</u>	<u>YEARLY</u>
0-1 Year	\$24.00	\$49,920.30
1-2 Years	\$26.09	\$54,267.04
2-3 Years	\$28.22	\$58,703.41
3-8 Years	\$29.43	\$61,212.87
8-10 Years	\$29.70	\$61,773.01
10 Years (Longevity Step)	\$31.48	\$65,479.39

2. **LATERAL ENTRY:**

Lateral entry will allow licensed Officers from other law enforcement agencies the ability to start at a higher pay rate than an officer without experience. Officers hired under the lateral entry system shall be allowed 2-year credit for each year of experience from another agency, up to the 2-3 year step.

Part Time Officer

Credit shall also be given to officers working for the Waterville Police Department in capacity of part-time. Total hours worked in the career of a Waterville part-time officer and on record with the city shall constitute the same 2-year credit per year of service up to the 2-3 year step.

Shift Differential

Effective January 1, 2020 all employees will receive a shift differential in the amount of \$0.25 per hour for all hours worked between 5 PM and 5 AM.

Assistant Chief

The Assistant Chief will be compensated in the following manner:

Equal step to the top patrol officer's pay plus \$1.15 per hour if the person has not met the years of experience with the city to be at a higher pay rate. If the person with rank of Assistant Chief has completed the above years of service with the city, they will be compensated at the above scale plus \$1.15.