

LABOR AGREEMENT

BETWEEN

CITY OF MILACA, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #238



Effective January 1, 2021 through December 31, 2021

TABLE OF CONTENTS

ARTICLE I- PURPOSE OF AGREEMENT.....Page -1-

ARTICLE II - RECOGNITIONPage -1-

ARTICLE III - DEFINITIONSPage -1-

ARTICLE IV-- EMPLOYER SECURITYPage -2-

ARTICLE V - EMPLOYER AUTHORITY.....Page -2-

ARTICLE VI-- UNION SECURITYPage -2-

ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDUREPage -3-

ARTICLE VIII - SAVING CLAUSEPage -5-

ARTICLE IX - SENIORITY.....Page -5-

ARTICLE X-- PROBATIONARY PERIODS.....Page -6-

ARTICLE XI- DISCIPLINE.....Page -6-

ARTICLE XII - WORK SCHEDULESPage -7-

ARTICLE XIII - OVERTIME.....Page -7-

ARTICLE XIV - COURT TIME.....Page -8-

ARTICLE XV-- CALL BACK TIMEPage -8-

ARTICLE XVI-- INSURANCEPage -9-

ARTICLE XVII - UNIFORMS and EQUIPMENT.....Page -9-

ARTICLE XVIII - INJURY ON DUTY.....Page -9-

ARTICLE XIX - VACATIONSPage -9-

ARTICLE XX - HOLIDAYSPage -11-

ARTICLE XXI - SICK LEAVE.....Page -11-

ARTICLE XXII - SEVERANCE PAY.....Page -13-

ARTICLE XXIII - BEREAVEMENT LEAVEPage -13-

ARTICLE XXIV-- SAFETY.....Page -13-

ARTICLE XXV-- SUBSTANCE ABUSE.....Page -13-

ARTICLE XXVI - P.O.S.T. LICENSEPage -14-

ARTICLE XXVII-- WAIVER.....Page -14-

ARTICLE XXVIII- DURATION.....Page -15-

APPENDIX A (Wages).....Page -16-

MILACA

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Milaca, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., (Local #238), hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish certain hours, wages, and other conditions of employment; and
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full 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, pursuant to Minn. Stat. 179A.03 Subd. 8, for all essential, licensed police officers employed by the City of Milaca who are public employees within the meaning of Minn. Stat. 179A.03, Subd, 14, excluding supervisory and confidential employees.
- 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: The Law Enforcement Labor Services, Inc., (Local #238.)
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local #238)
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Milaca Police Department.
- 3.5 EMPLOYER: The City of Milaca.
- 3.6 CHIEF: The Chief of the Milaca Police Department.

- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local #238.)
- 3.8 PATROL OFFICER: An employee specifically classified as Patrol Officer.
- 3.9 PART-TIME PATROL OFFICER: An employee hired to work on a part-time status.
- 3.10 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.12 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employees remain on continual duty and is responsible for assigned duties.
- 3.13 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER SECURITY

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

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and remit such deduction as the UNION designates.

- 6.2 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.
- 6.3 The EMPLOYER agrees to make space available on the EMPLOYER bulletin board for the posting UNION notice(s) and announcement(s).
- 6.4 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 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

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

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by 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 approved by 6.2 of this AGREEMENT.

7.3 PROCESSING OF 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 duties and responsibilities. The aggrieved EMPLOYEE and the 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 working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the Chief who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 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 2 and appealed to Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'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 in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by

the EMPLOYER and 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.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, 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.

ARTICLE 8 - SAVING CLAUSE

In the event any provisions of this AGREEMENT shall be held to be contrary to law by 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 9 - SENIORITY

- 9.1 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.

- 9.2 A reduction of work force will be accomplished on the basis of seniority within classification. A full time patrol officer or full time school liaison officer designated for layoff may bump into a part time position if the full time officer has greater department seniority. Bumping will not be permitted except in this instance. Employees shall be recalled from layoff on the basis of seniority. Recall rights under this provision will continue for twenty-four (24) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or to forfeit all recall rights.
- 9.3 At no time will the Employer employ part time employees while a full time employee is in layoff status.
- 9.4 When the City Personnel Committee and/or the Chief of Police determine that the relevant job qualifications between applicants are equal, seniority will be the determining criterion for transfer and promotions within the bargaining unit.

ARTICLE 10- PROBATIONARY PERIODS

- 10.1 All newly hired employees will serve a one (1) year probationary period.
- 10.2 At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the EMPLOYER.
- 10.3 Part time employees will serve 2,080 hours of probation.

ARTICLE 11 - DISCIPLINE

- 11.1 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.

The form of discipline applied is at the discretion of the EMPLOYER.

- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 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.

- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 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.
- 11.6 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 2 of the grievance procedure under Article 7 of this AGREEMENT.

ARTICLE 12 - WORK SCHEDULES

- 12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each full-time employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 12.2 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.
- 12.3 Part time employees will be offered shifts based on seniority. The employer may offer shifts in excess of first 30 hours to next senior part time employee.

ARTICLE 13 - OVERTIME

- 13.1 Full-time employees will be compensated at one and one-half times (1 1/2) the employee's regular base pay rate for hours worked in excess of the employee's scheduled shift. Part-time employees will be compensated at one and one-half times (1 ½) the employee's regular base pay rate for hours worked in excess of twelve (12) hours per shift or over eighty (80) hours per pay period. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 13.2 Overtime will be offered to senior full time employees first and then distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

- 13.6 Employees have the obligation to work overtime or call back if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 Employees may accumulate up to a maximum of eighty (80) hours of compensatory time in lieu of payment under Section 13.1. Compensatory time may be used at Employee's discretion with the approval of the Chief of Police and/or City Manager.. Employees shall only be permitted to carry over, at the end of the calendar year, forty (40) hours of compensatory time. Any hours in excess of forty (40) hours compensatory time shall be paid to the employee's individual health care savings plan, at the employee's current rate of pay, at the end of the calendar year by the EMPLOYER.

ARTICLE 14 - COURT TIME

- 14.1 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. If the court appearance is during the employee's scheduled day off and the court appearance is cancelled, the employee will be given a four (4) hour notice of cancellation.

If notification of cancellation is not given in the four (4) hour time frame, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employees' regular pay rate. An extension or early report to a regularly scheduled shift the court appearance does not qualify the employee for the two (2) hour minimum.

- 14.2 Proper notification of court cancellation will consist of a court cancellation notice being placed in the officer's mail slot at the Milaca Police Department. The notice will be stamped with the date and time it is placed in the officer's mail slot, thereby, constituting proper notification if prior to four (4) hours of the court assignment time. It will be the officer's responsibility to ascertain if he/she has received a cancellation notice.
- 14.3 Civil cases where the City is not a party to related criminal proceedings are not included under this article. Uniforms shall not be worn when testifying or appearing at civil cases not included under this article, and the City will not furnish clothing to appear at civil cases not included in this article.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 - INSURANCE

Employer shall provide health insurance coverage for all eligible full-time employees in the form of a High Deductible Health Plan with an HSA. Employer shall pay 100% of the premium and contribute \$3,000 into the employee's HSA for single coverage. Employees shall pay 15% of family premium and the Employer shall pay 85% of the family premium. The Employer will contribute \$6,000 to the employee's HSA for those electing family coverage.

After 30 years of service with the City of Milaca, the Employer will provide the full-time employees, if retired, the same hospital and medical insurance coverage as is then presently provided to the actively employed employees and the Employer shall continue such plan on a current basis. The Employer will pay 100% of the cost of the premium for single coverage for full time; employees shall pay the difference if choosing family coverage. This coverage will be in effect until such time the full-time employee is eligible for Medicare.

The Employer will pay the premium for a \$20,000 life insurance policy for each Employee.

Employees may participate in the Employer's Additional Life Insurance program at no additional costs to the Employer.

The Employer will provide dental insurance for Employees only. The Employee will pay the same rate as other Employees of Milaca for additional dental insurance for their family.

ARTICLE 17 - UNIFORMS and EQUIPMENT

A Uniform Allowance of \$700 dollars each year will be paid directly to the Employees via their payroll checks. The allowance will be distributed by the Employer in two equal payments in January and July. The City will purchase and continue to replace the initial issue bullet resistant vests pursuant to the manufacturer's specifications or due to age and wear which render the vest unserviceable. Vests rendered unserviceable due to changes in the individual employee's personal dimensions will not be replaced by the City for that reason.

ARTICLE 18 - INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and receiving Workers' Compensation insurance payments may take sufficient sick leave to make up the difference between the Employee's normal earnings and the Workers' Compensation payments.

ARTICLE 19 - VACATIONS

19.1 Eligibility. Vacation is intended as a leave, with pay, to enable employees to refresh themselves. Regular benefit-earning employees (employees regularly scheduled half time or more) are eligible to earn vacation in accordance with the number of scheduled work hours. Vacation accrual rates for regular full-time employees are described in the table below. Part time employees working 20 to 30 hours per week shall be eligible for fifty (50) percent of vacation accrual rate, and part time employees working more than 30 hours per week shall be eligible for seventy-five (75) percent of vacation accrual rate

19.2 Rules

- A. Vacation leave shall not be earned by any employee during a leave of absence without pay, except a military leave of absence without pay.
- B. All vacation requests shall be submitted to the CHIEF for approval a minimum of one week prior to the requested vacation to allow for scheduling. The employee who requests time off first shall be given priority consideration in vacation scheduling. Should two employees simultaneously request the same vacation time off, the senior employee shall be given preference. CHIEF reserves the right to limit the number of employees to be granted vacation time at one time to facilitate scheduling.
- C. Vacation leave shall not be granted during the probationary period for new hires.
- D. Vacation leave shall not be granted until it is earned.
- E. For purposes of accumulating additional vacation or sick leave, an employee using earned vacation is considered to be working. If an official holiday occurs during a scheduled vacation, the charge against the employee's earned vacation shall be reduced by one day.
- F. Accumulated vacation leave cannot be transferred from one employee to another.
- G. Any vacation hours in excess of 176 hours accrued by the employee, shall be forfeited by that employee at the end of the calendar year if unused, except in the event that an approved vacation is canceled by EMPLOYER and cannot be rescheduled before the end of the calendar year. In an effort to minimize the forfeiture of vacation days, the personnel manager shall notify employees within a reasonable amount of time that they are reaching the maximum accrual rate.
- H. An employee will receive a lump sum payment for the balance of accumulated vacation leave and or compensatory time when his or her services with the City are terminated.

I. Vacation benefits shall accrue on the following schedule:

For the first year of employment, six (6) hours per month

Commencing with the second year of employment, eight (8) hours per month.

Commencing with the sixth year of employment, ten (10) hours per month

Commencing with the eighth year of employment, twelve (12) hours per month

Commencing with the twelfth year of employment, fourteen (14) hours per month

Commencing with the fourteenth year of employment, sixteen (16) hours per month

ARTICLE 20 - HOLIDAYS

20.1 Full time employees shall have eighty (80) hours of holidays included in the normal annual work schedule.

20.2 Part-time employees, working at least 20 hours per week, shall have forty (40) hours included in the normal annual work schedule.

20.3 Employees on duty New Year's Day (January 1), Martin Luther King Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day after Thanksgiving (4th Friday in November), and Christmas Day (December 25) shall be compensated on the basis of one and one half (1 1/2) times the regular rate of pay by cash payment or compensatory time.

ARTICLE 21 - SICK LEAVE

21.1 Eligibility. Sick leave is an authorized absence from duty, with pay, granted to eligible regular full-time and part-time employees. Sick leave is not a privilege which an employee may use at his/her discretion, but shall only be used in case of necessity and actual need as outlined in the rules for sick leave.

21.2 Full-time employees shall accumulate eight (8) hours of sick leave per month.

21.3 Part-time employees, working 20 to 30 hours per week, shall accumulate fifty (50) percent of sick leave per month. Employees working more than 30 hours per week, but less than 40 hours per week, shall be eligible for seventy-five (75) percent leave accrual rate.

21.4 Accumulated sick leave shall not exceed 1,000 hours. After 1,000 hours of sick leave have been accrued, employees are to be paid annually at 50% of their regular rate of pay.

21.5 Rules

- A. Sick leave may be approved only for days when an employee would otherwise have been at his/her employment. It may be used, with the approval of the Chief, in any of the following cases in accordance with MN Statute 181.9413:
1. When the employee cannot work because of their own illness, injury or disability or that of their children or spouse. In the case of children, sick leave shall be granted due to the illness or injury of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.
 2. When the employee has scheduled medical, dental, chiropractic or optical examinations/treatments or said examinations/treatments are scheduled for the employee's children.
 3. When the employee's presence would jeopardize the health of other employees by exposing them to contagious disease.
 4. When a member of the employee's family or household is seriously ill or injured and requires his or her attendance ("family" means spouse, parents, children, step-parents, step-children, legal guardian and others as defined by and limited by Minn. Stat. Sec. 181.9413.)
 5. For safety leave for such reasonable periods of time as may be necessary, as defined by and limited by Minn. Stat. Sec. 181.9413.
- B. To receive approval for sick leave, the employee must communicate with his/her Chief at least two (2) hours prior to the time set for beginning work during the normal work day. However, should it be determined by the Chief or personnel manager that the employee was unable to contact the Chief during the time allotted, sick leave may be approved. To remain eligible for sick leave, employees are responsible for keeping the Chief advised of the illness.
- C. Sick leave shall not be granted until it is earned.
- D. For the purpose of accumulation additional sick or vacation leave, an employee using earned sick leave is considered to be working.
- F. Sick leave may be taken in increments of a quarter (1/4) hour or more.
- G. After all sick leave is used, vacation leave or compensatory time may be used, to the extent the employee is eligible for such leave. If accumulated vacation leave is used as an extension of sick leave, it shall be used under the same conditions as sick leave.
- H. Accumulated sick leave cannot be transferred from one employee to another.

- I. An employee who makes a false claim of sick leave shall be subject to disciplinary actions, including discharge.

ARTICLE 22 - SEVERANCE PAY

Severance pay shall be granted to employees in accordance with the following procedures.

- 22.1 Employees must retire from service with at least twenty thousand eight hundred (20,800) hours of continuous service in the Police Department and terminate employment in good standing after giving proper notice to be eligible for severance pay.
- 22.2 Eligible employees under Article 22.1 shall be paid an amount equal to twenty (20) percent of their accumulated sick leave as earned in Article 21 computed on the basis of the base pay rate at the time of termination or retirement. After twenty (20) years of continuous service an employee shall be paid an amount equal to fifty percent (50%) of their accrued sick leave as earned in ARTICLE 21 computed on the basis of the base pay rate at the time of termination.

ARTICLE 23 - BEREAVEMENT LEAVE

Employees shall receive a maximum of three (3) shifts of leave with pay because of a death in the immediate family of the employee, four (4) working hours in the case of the death or funeral of a fellow employee of the City.

For purpose of administering this section only, immediate family includes mother, father, siblings, spouse, children and grandparents and spouse's mother, father siblings and grandparents. Such leave shall not be cumulative in the event it is not used.

ARTICLE 24 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 25 - SUBSTANCE ABUSE

The EMPLOYER and the UNION agree to jointly promote a drug-free work environment. In an effort to achieve this goal, the UNION agrees to all non-random drug and alcohol testing of its members by a State certified testing agency upon the request of the EMPLOYER provided such request, test and subsequent action are within the guidelines of State law (Minnesota Statute Sections 181.950 - 181.957) and City and Department policy. If employee is involved in a motor vehicle crash, the employee shall (1) immediately after the crash, contact dispatch and report the crash; (2) immediately after the crash, or as soon as practicable, report the crash to the Chief or his designee by

phone or in person; (3) if required, submit to a drug or alcohol test; and (4) complete any necessary reports as directed. Employees shall fully comply with the Personal Appearance and Conduct section, paragraph 10 of the Police Department Policy and Procedure manual.

ARTICLE 26 - P.O.S.T. LICENSE

The City will pay the required P.O.S.T. Board licensing fees for all Licensed Officers.

ARTICLE 27 - WAIVER

- 27.1 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 the AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and 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 of the parties at the time this contract was negotiated or executed.

ARTICLE 28 - DURATION

This AGREEMENT shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 26 day of January, 2021.

FOR THE CITY OF MILACA




Mayor Pete Pederson

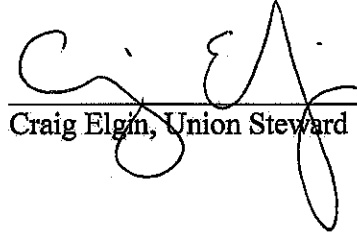


City Manager, Tammy Pfaff

LAW ENFORCEMENT LABOR SERVICES, INC.

 1-26-21

Rick Mathwig, LELS

 01/26/2021

Craig Elgin, Union Steward

**APPENDIX A: WAGES
PATROL OFFICERS AND SCHOOL LIAISON OFFICER**

	2.5%
	2021 Hour
Start	\$25.38
After one year	\$26.60
After two years	\$27.82
After three years	\$29.06
After four years	\$30.27
After five years	\$31.51
After six years	\$32.73
After 12 years (2% above six-year step)	\$33.38
After 18 years (3% above six-year step)	\$33.71
After 25 years (4% above six-year step)	\$34.04

For the duration of this agreement, at either party's option, parties agree to re-open discussion concerning MSRS health care savings plan.

The City retains the right to start a new officer at any rate on the schedule based on the City's assessment of the applicant's prior experience and qualifications.

All training sessions, classes, and seminars attended by employees upon the request of the EMPLOYER shall be on paid time.

Meal Period. Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or voluntary training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

FTO. Non-supervisory personnel assigned to FTO newly hired or promoted police department employees shall be entitled to a pay increase of 5%, for the classification, for acting as a FTO for each hour, or portion thereof, assigned as an FTO.

The EMPLOYER shall provide short term disability and Long-term disability insurance.

Employees can contribute to a deferred compensation program as provided by the Employer. There will be no Employer contributions to this program.