

LABOR AGREEMENT

BETWEEN



City of Ortonville MN

AND



**Law Enforcement
Labor Services, Inc.**

**REPRESENTING:
Ortonville Patrol Officers
LOCAL # 443**

January 1, 2021 – December 31, 2022

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**ARTICLE 1
PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Ortonville, hereinafter called Employer, and Law Enforcement Labor Services, Inc., hereinafter called Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties;
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement; and
- 1.5 Establish the foundation for a harmonious and effective labor-management relationship.

The Employer and the Union, throughout this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2
RECOGNITION**

- 2.1 All licensed essential employees employed by the City of Ortonville Police Department, Ortonville, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.Q3, Subd. 14, excluding supervisory, confidential, and all other employees. BMS Case No. 19PCE0460

**ARTICLE 3
DEFINITIONS**

- 3.1 Allowance: Monetary allowance for uniforms.
- 3.2 Fringe Benefits: Fringe benefits include any additional compensation or benefit other than allowance or salary and include such things as pensions of any kind; insurance of any kind; vacations and leaves with pay of any kind, including annual leave; holidays and holiday pay.
- 3.3 Employee: A member of the staff of the City of Ortonville.

- 3.4 Department: The City of Ortonville Police Department.
- 3.5 Employer: The City of Ortonville
- 3.6 Chief: The Chief of the Ortonville Police Department.
- 3.7 Union: Law Enforcement Labor Services, Inc. (LELS).
- 3.8 Union Member: A member of LELS.
- 3.9 Overtime: Work performed at the express authorization of the Chief of Police in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: A consecutive eight (8), ten (10) or twelve (12) hour work period including two rest breaks and a lunch break.
- 3.11 Rest Breaks: Two periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 Lunch Break: A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 Strike: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of or compensation of the rights, privileges or obligations of employment.
- 3.14 Illness: A routine, non-emergency or non-life-threatening condition that could include medical, dental or optical issue.

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 hours and 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 RIGHTS AND RESPONSIBILITIES**

- 5.1 The Employer agrees to cooperate with the Union in the deduction of regular monthly dues for those employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be prescribed by the Union.
- 5.2 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 the above.
- 5.3 The Union may designate employees from the bargaining unit to act as representatives and shall inform the Employer of such choice and of any changes in the Union representatives in writing.
- 5.4 The Employer agrees to make space available on the employee bulletin board for the posting of Union notice(s) and announcement(s) and to make space available for meetings of the bargaining unit when it does not conflict with the operation of the department.
- 5.5 Any employee who is called in for an internal investigation may request that a representative of the Union be present during any questioning in those cases where disciplinary action is pending.
- 5.6 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absences, 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.
- 5.7 The Employer agrees that the processing of all grievances shall be during the normal workday whenever possible, and the employees shall not lose wages due to their necessary participation.

**ARTICLE 6
NO STRIKE**

- 6.1 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, slow down, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence 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.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Chief. The Chief will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing setting for 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 will be appealed to Step 2 within ten (10) calendar days after the Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Police Chief. The Police Chief will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

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

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Police Commission. The Police Commission will give an answer to such Step 3 grievance in writing within twenty-one (21) 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 Police Commission 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 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will 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**

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

2. The arbitrator will 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 will 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. The decision will be binding on both the EMPLOYER and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the EMPLOYER and the Union provided that each party will 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 will be shared equally.

7.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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 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 their previous position at the sole discretion of the Employer. The probationary period shall be one year in length from the date of hire.

- 8.3 Vacation period to a maximum of two (2) weeks shall be selected on the basis of seniority until April 15 of each calendar year.
- 8.4 If any layoff were to occur, layoff would be by inverse seniority. At the time of recall, all recalls would be by seniority provided that if an Employee does not return to work upon recall as directed by the Employer, he/she shall have automatically terminated his/her employment. Any employee laid off shall have the opportunity to return to work before a new employee is hired.
- 8.5 Any Employee whose employment is terminated, who is on layoff status in excess of one (1) year, shall not have any seniority rights under this agreement.

ARTICLE 9 DISCIPLINE AND DISCHARGE

- 9.1 The Employer will discipline employees for just cause only in the form of
- a) oral reprimand
 - b) written reprimand
 - c) suspension
 - d) discharge.
- 9.2 Suspension, and discharges will be in written form. Written reprimands, notices of suspension, and notices of discharge to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and or notices within ten (10) calendar days. Three years after the employee acknowledges the discipline, all files will be purged except for suspensions and discharges.
- 9.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.4 Discharges will be preceded by a five (5) day suspension without pay.
- 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 in Step 2 of the grievance procedure under Article 7.

**ARTICLE 10
WORK SCHEDULE**

- 10.1 The normal workday shall consist of eight (8), ten (10) , twelve (12) hour shifts. The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted by each employee through:
- A. Hours worked on assigned shifts;
 - B. Holidays;
 - C. Assigned training;
 - D. Authorized leave time.
- 10.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees. The Employer shall be the sole authority to determine work schedules and hours of work.

**ARTICLE 11
VOLUNTARY SHIFT SWITCHING**

- 11.1 Members of the bargaining unit may voluntarily switch shifts with approval of the Chief of Police. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

**ARTICLE 12
OVERTIME**

- 12.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular base rate of pay for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article. Overtime earned may be banked at the discretion of the employee as compensatory overtime to a maximum of forty (40) hours overtime credits.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.4 Overtime will be calculated to the nearest one-quarter (1/4) hours.
- 12.5 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 13
CALL BACK/COURT TIME/ON-CALL PAY**

- 13.1 Any employee called back to work outside his regularly posted schedule shall be paid for a minimum of two (2) hours at time and one-half (1½) his/her regular hourly rate.
- 13.2 An employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension of or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.
- 13.3 Employees placed on an on-call status shall be paid at the following rates:
- | | |
|--|-----------------|
| Monday from 08:00 am through 5:00 pm Friday: | \$2.00 per hour |
| Friday from 5:00 pm through 8:00 am Monday and Holidays: | \$3.00 per hour |

**ARTICLE 14
HOLIDAYS**

- 14.1 Ten (10) days during a calendar year shall be observed and considered as paid holidays for all full-time employees. These shall consist of the following:
- | | |
|-----------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Friday following Thanksgiving |
| Independence Day | Christmas Day |
- 14.2 All employees shall be paid holiday pay equal to their regularly assigned shift, which may be eight (8), ten (10), or twelve (12) hours, at their regular rate of pay. Because of rotating work schedules, employees required to work on a holiday shall receive time and one-half (1½) their regular rate of pay for all hours worked in addition to the entitled holiday pay.
- 14.3 For those employees not working rotating schedules, when New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on Saturday, the prior Friday will be observed as the holiday; and when New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on Sunday, the following Monday will be observed as the holiday.
- 14.4 When a legal holiday falls during an employee's vacation leave or sick leave it shall not be charged against such leave.

ARTICLE 15

VACATION LEAVE WITH PAY

- 15.1 Employees under this Agreement shall accrue vacation leave with pay according to the following schedule: provided, however, that probationary employees may not take vacation leave with pay during their probationary period. All permanent employees with six or more years of service with the City shall take at least ten (10) working days' vacation leave each year. Vacation leave accrued beyond the ten days which must be taken each year may be banked to a maximum of two hundred and eighty (280) hours.

Hire date through 5 years	3.08 hours per pay period
Years 6 through 10	4.62 hours per pay period
Years 11 through 25	6.16 hours per pay period
Years 26 and above	7.70 hours per pay period.

- 15.2 Request for vacation must be made to the department head two (2) weeks in advance. If two employees apply on the same day, the vacation will be granted according to seniority. However, it must be noted that the department requirements for functioning take precedence as does the premise of first come, first serve.
- 15.3 If an employee is requested to, and does, work during the employee's vacation leave, the employee shall be paid for regular hours at their regular rate and one and one-half (1½) rate for any overtime worked. In addition, the employee's vacation leave (with pay) shall be rescheduled to any future period the employee may request within the current fiscal year on a priority basis with mutual consent.

ARTICLE 16 SICK LEAVE

- 16.1 Sick leave may be granted to employees when the employee is unable to perform work duties due to illness; disability; the necessity for medical, dental, or chiropractic care; childbirth or pregnancy disability; or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave may be granted for death in an employee's immediate family, if necessary beyond the authorized bereavement leave, or attendance of an employee upon a member of his/her immediate family requiring care by employee due to illness.
- 16.2 Every probationary and regular full-time employee is entitled to sick leave with pay at the rate of one day for each calendar month or full-time service or major

fraction thereof. Sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours and may be granted in units of not less than one hour. The date of hire shall be used as the anniversary date for determining sick leave accrual. One half of accumulated sick leave in excess of nine hundred and sixty (960) hours that has not been used at the anniversary date of employment shall be reimbursed annually (at the end of the year) at the employee's regular hourly rate of pay.

- 16.3 To be eligible for sick leave with pay, an employee shall:
- a. report as soon as possible to his/her Department Head the reason for his/her absence;
 - b. keep his/her Department Head informed of his /her condition; and,
 - c. if the absence is of more than three days duration, submit a medical certificate for the absence signed by a doctor.
- 16.4 Using or claiming sick leave for a purpose not authorized by Subdivision 1. may be cause for disciplinary action.
- 16.5 For the purpose of accumulating additional vacation or sick leave, an employee on vacation or sick leave is considered to be working.
- 16.6 During the first year following an original appointment, an employee is entitled to take sick leave.
- 16.7 The temporary inability of an employee to work due to either sickness or injury shall not result in the loss of their status as an employee.
- 16.8 Any employee injured during the performance of their duties for the Employer and rendered unable to work will receive Injury on Duty (IOD) pay for up to ninety (90) days per injury. The IOD pay will be the difference between the employee's regular pay and Worker's Compensation insurance payments. The IOD pay will not be charged to the Employee's sick leave, vacation or any other accumulated benefits.
- 16.9 To be eligible for benefits, an employee must terminate employment with proper notice, or retire, or be dismissed for reasons other than unauthorized absence of misconduct. An employee must have completed the probationary period. Eligible employees leaving the employ of the City shall receive lump sum payments as follows:
- a. Eligible for retirement benefits at age 59 ½ or after 25 years of employment or Police employees eligible for retirement benefits at age 55 or after 25 years of employment or death:

- (1) Maximum of 35 days accrued vacation leave;
- (2) Maximum of 60 days accrued sick leave;
- (3) All accrued overtime and compensatory time.
- b. Voluntary or Involuntary Departure in good standing:
 - (1) Maximum of 35 days accrued vacation leave;
 - (2) All accrued overtime and compensatory time.
- c. Disability:
 - (1) Maximum of 35 days accrued vacation leave;
 - (2) All accrued sick leave;
 - (3) All accrued overtime and compensatory time.
- d. Payment in the case of deceased personnel shall be made to his/her designated beneficiaries or, in the absence thereof, to his/her estate.

16.10 Retirement from employment shall mean that which is covered by the Minnesota Police Public Employee Retirement Association rules and statutes. Retirement shall also include when an employee is receiving a disability pension from the Minnesota Police Public Employees Retirement Association.

ARTICLE 17 LEAVES OF ABSENCE

17.1 Bereavement Leave

Regular full-time and regular part-time employees shall be allowed three working days and may be allowed up to five working days with pay as bereavement leave days, not to be deducted from sick leave or vacation leave, for a death in the immediate family, as defined by City Policy.

Employees may be allowed one-half day off with pay to attend the funeral of a current or former employee of the City of Ortonville, such absence not to be charged to sick leave or vacation leave.

17.2 JURY DUTY or Witness Duty

When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City, the employee is entitled to compensation from the City equal to the difference between his/her regular pay and the amount received as a juror or witness.

17.3 FAMILY AND MEDICAL LEAVE. Employees are entitled to up to 12 weeks of unpaid, job-protected leave under the rules and regulations set forth in the Family

and Medical Leave Act. In addition, eligible employees can take up to 26 weeks of leave to care for a covered service member during a single 12-month period. This leave can run concurrent with a paid sick leave. Additional guidance is provided in the Employer's Family and Medical Leave Act (FMLA) Policy.

- 17.4 Maternity Leave. An employee may use accrued sick leave, accrued vacation leave or unpaid leave for a period of up to six (6) weeks in connection with the birth or adoption of a child. The leave must begin not more than six (6) weeks after the birth or adoption of the child. The leave will be taken in conjunction with any request for Family and Medical Leave.

ARTICLE 18 RESIGNATIONS

- 18.1 Any employee wishing to terminate their employment with the Employer in good standing shall file a written resignation with the Employer at least fourteen (14) calendar days prior to their termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the employer to deny further employment to the employee, and severance pay. Unauthorized absence from work for a period of three consecutive working days may be considered by the Employer as a resignation by the employee with the forfeiture of benefits.

ARTICLE 19 OFF DUTY ACTIVITIES

- 19.1 An employee may accept outside employment during the employee's off-duty hours provided such employment is not illegal and/or would not bring discredit to the employee's position or to the employer. Employees may be required to justify continued employment in a field where the Employer receives complaints relative to conflict of interest, or any other valid reason which would discredit the Employer.
- 19.2 Employees shall notify the Employer of their outside place of employment so that they may be reached in an emergency. Employees will be required to cease their outside employment if it is deemed to be in conflict with this Article by management.

**ARTICLE 20
INSURANCE**

20.1 Upon hiring of a regular full-time employee, the employer shall provide a group dental insurance policy and a group double indemnity term life insurance policy. In 2021 the employer will provide \$900.00 a month to each employee as a Miscellaneous Benefit. For 2022, this amount will be equal to what other City employees receive. For regular part-time employees, the employer shall provide a monetary amount, up to an amount equal with the regular full-time employees on a pro rata basis based on their level of scheduled hours.

**ARTICLE 21
UNIFORM ALLOWANCE**

21.1 After completing the probationary year of service, all regular officers shall receive a reimbursement for up to \$500.00. A new employee shall receive a full basic uniform consisting of clothing and accessory items as determined by the agreed list. All uniforms and accessories remain the property of, and subject to the control of, the Employer.

See Uniform List

Basic Issue List for New Employees

- | | |
|-------------------------|---------------------|
| 3 summer shirts | 1 winter hat |
| 3 winter shirts | 1 fall hat |
| 3 pairs pants | 1 spring hat |
| 1 belt duty | 1 pair handcuffs |
| 1 trouser belt | 1 holster |
| 1 winter coat | 2 spare magazines |
| 1 cartridge case double | 1 pair winter boots |
| 1 cuff case | 1 pair summer shoes |
| 1 key holder | 1 raincoat |
| 1 pair gloves | 1 flashlight holder |
| 1 tie | Item Deleted |
| 1 rescue tool #911 | 1 tie tac |
| 1 flashlight | 1 name tag |
| 1 fall jacket | Uniform patch |
| 1 spring jacket | * sweaters |
| | ** protective vest |

*Sweaters are not to be considered as part of the Basic Issue List, but maybe purchased as part of the annual uniform allowance. *

**Approval of Chief of Police required before purchase. **

**ARTICLE 22
JOB SAFETY**

- 22.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 22.2 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. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

**ARTICLE 23
EQUAL APPLICATIONS**

- 23.1 The provision of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion or political affiliation. The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.
- 23.2 The Employer shall not discriminate against, interfere with, restrain or coerce an 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 and State Law. 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 the administration of the Agreement because of non-membership in the Union.
- 23.3 The Union accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 24

WAIVER

- 24.1 Any and all prior labor 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.
- 24.2 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 not 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 25 SAVINGS

- 25.1 This Agreement is subject to the laws of the United States, the State of Minnesota, the County of Big Stone, and the City of Ortonville.
- 25.2 In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from those whose final judgment or decree no appeal has been taken with the time limit provided, such provisions shall be voided.
- 25.3 All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

ARTICLE 26 WAGES

- 26.1 Employees shall be compensated in accordance with the attached Wage Addendum located in Appendix A which shall be considered as part of this agreement.

**ARTICLE 27
TRAINING AND CERTIFICATIONS**

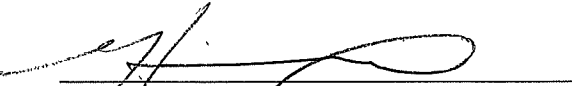
27.1 The Employer shall be responsible for providing a minimum of forty-eight (48) hours in a three- (3) year period of training required by the Peace Officers Standards Training (P.O.S.T.) Board for each Officer. The Employer agrees to make payment directly to the P.O.S.T. Board on behalf of each full-time licensed employee in this bargaining unit. The employer shall pay for the full amount billed by the P.O.S.T. Board to renew each employee's P.O.S.T. license covered under this agreement.


**ARTICLE 28
DURATION**

29.1 Except as herein provided, this Agreement shall be effective January 1, 2021 and shall continue in full force and effect until December 31, 2022, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing at least 60 days prior to December 31, 2022, or in accordance with M.S.A. Section 179A.14.

CITY OF Ortonville

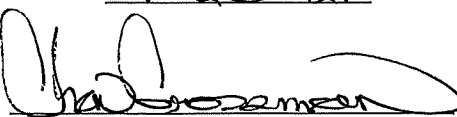
**LAW ENFORCEMENT LABOR
SERVICES, INC.**



Gene Hausauer, Mayor


Jay Maher, Business Agent

Dated: 1-20-21

Dated: 1-14-2021


Char Grossman, City Clerk


Jordan Reiner, Steward

Dated: 1-20-21

Dated: 1-22-2021

Appendix A Pay scale

1/1/2021	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
3% increase												
Police Officer	6	\$ 20,620	\$ 21,203	\$ 21,803	\$ 22,420	\$ 23,054	\$ 23,705	\$ 24,357	\$ 25,027	\$ 25,715	\$ 26,423	\$ 27,149
Annual		\$ 42,890.34	\$ 44,103.19	\$ 45,350.32	\$ 46,632.71	\$ 47,951.38	\$ 49,307.34	\$ 50,663.29	\$ 52,056.53	\$ 53,488.09	\$ 54,959.00	\$ 56,470.38
Monthly		\$ 3,574.19	\$ 3,675.27	\$ 3,779.19	\$ 3,886.06	\$ 3,995.95	\$ 4,108.95	\$ 4,221.94	\$ 4,338.04	\$ 4,457.35	\$ 4,579.92	\$ 4,705.86

2022 wages effective January 1 will increase equal to the wage increase percentage that other employees receive.

Field Training Officer (FTO) pay.

Employees assigned to FTO shall receive one half hour (1/2) for each five (5) hour time block or the majority thereof, at the Officers standard hourly rate of pay in comp time or pay at the employees' discretion for each period actually worked as an FTO.

Night Differential pay:

The parties agree to a reopener to discuss night differential pay only in July of 2021.