

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WYOMING, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

Local #365

POLICE UNIT

JANUARY 1, 2021 - DECEMBER 31, 2023

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## ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is made an entered into by and between the City of Wyoming, Minnesota, hereinafter referred to as Employer and L.E.L.S., Inc., Local #365 Union. The intent and purpose of this Agreement is as follows:

- 1.1 Establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreement; and
- 1.2 Establish procedures for resolution of disputes concerning the interpretation and/or application of this written Agreement.

## ARTICLE 2. DEFINITIONS

- 2.1 Days:  
Calendar days excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes.
- 2.2 Department:  
The Police Department of the Employer.
- 2.3 Employer:  
The City of Wyoming, Minnesota, a municipal corporation organized under the laws of the State of Minnesota.
- 2.4 Employee:  
A member of the collective bargaining unit.
- 2.5 Immediate Family:  
The employee's spouse; and the children, step children, grandchildren, parents, step parents, grandparents, and siblings of the employee and the employee's spouse.
- 2.6 Union:  
Law Enforcement Labor Services, Inc., Local #365.
- 2.7 Grievance:  
A dispute between the parties as to the application or interpretation of this agreement. Such procedure for filing a grievance is outlined in Article 6 of this agreement.
- 2.8 Work Week:  
For the purposes of this Agreement, the normal work week shall start at 00:01 am on Monday morning and shall run through 12:00 midnight of the following Sunday evening.

## ARTICLE 3. RECOGNITION

The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03 for all licensed peace officers of the Wyoming Police Department, excluding Sergeants and the Police Chief.

## ARTICLE 4. EMPLOYER AUTHORITY

### 4.1 Management Rights:

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

### 4.2 Subcontracting:

The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting bargaining unit work should such subject arise during the term of this Agreement.

### 4.3 Discretion:

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## ARTICLE 5. UNION SECURITY

### 5.1 Dues Checkoff:

Upon receipt of a properly executed authorization card from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay to the Union. All such sums so deducted from the employee's paycheck will be remitted to the Union. The Union will furnish the Employer with a list of those who are certified members of the Union, along with dues amounts.

### 5.2 Fairshare Fee:

The Employer will deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, for those employees who choose not to be a dues-paying member of the Union. Such deduction shall automatically commence after completion of 30 days of bargaining unit employment.

### 5.3 Payroll Savings:

The Employer agrees to deduct an amount pre-arranged by the employee for the employee's savings. The amount to be deducted for the employee's savings will be remitted to any bank so deemed by the employee.

### 5.4 Communication:

5.4.1 Facilities: The Employer shall make available to the Union mutually agreed upon facilities as reasonable times for the purpose of conducting Union business.

5.4.2 Technology: The Employer shall allow reasonable use of technology (e.g., local phone, local fax, email) at reasonable times for the purpose of communicating Union business.

5.4.3 Bulletin Board: The Employer shall make space available on an employee bulletin board for posting Union notices and announcements. Such notices and announcements shall not be partisan in nature, nor detrimental to the Employer.

- 5.5 Union Officers/Stewards:  
The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of the successors to former stewards. The Union shall inform the Employer of the Union's Business Agent.

## ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 Processing of Grievances:  
It is recognized and accepted by the Union and 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 Union representative shall be allowed a reasonable amount of time without loss of 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 designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.2 Grievance Procedure:  
Grievances, as defined in Article 2, Section 2.7, 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 fifteen (15) days after such alleged violation has occurred, present such grievance to the Employer-designated Step 1 representative. The Employer-designated Step 1 representative shall provide a written response to the Union within ten (10) days after receipt. A grievance not resolved at Step 1 shall be appealed to Step 2 within ten (10) days.
- Step 2 A grievance 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(s) of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Employer-designated Step 2 representative within ten (10) days of receipt of the Step 1 Employer response. The Employer-designated Step 2 representative shall provide a written response to the Union within ten (10) days of receipt. A grievance not resolved at Step 2 shall be appealed to Step 3 within ten (10) days.
- Step 3 A grievance not resolved at Step 2 shall be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation within ten (10) days of receipt of the Step 3 Employer response. A grievance not resolved at Step 3 shall be appealed to Step 4 within ten (10) days.
- Step 4 A grievance unresolved at Step 3 and appealed to Step 4 shall be submitted to arbitration within ten (10) days of the last mediation session, and shall be subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules established by BMS.
- 6.3 Waiver:  
If a grievance is not presented within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual agreement of the Employer and the Union. 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 response. If the Employer does not respond to 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 proceed to the next Step.

6.4 Arbitration:  
For grievances submitted to arbitration:

6.4.1 Arbitrator's Authority:

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the 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.

6.4.2 Arbitrator's Decision:

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 upon 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.

6.4.3 Arbitrator's Fees and Expenses:

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 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.

## ARTICLE 7. SAVINGS CLAUSE

This Agreement is subject to the laws of the State of Minnesota and the United States of America. In the event any provision of this Agreement shall be held 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 shall continue in full force and effect.

## ARTICLE 8. LEAVES OF ABSENCE

8.1 Bereavement Leave:

An employee will be granted a maximum of three (3) working days bereavement leave with pay in the event of a death in the employee's immediate family. Additional days for bereavement leave may be granted at the discretion of the Chief of Police or designee for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation leave.

8.2 Jury Duty:

All employees will receive an automatic leave of absence when called for jury duty. Employees will be paid at their regular rate of pay by the Employer, less jury duty service pay.

8.3 Non-medical Personal Leave Without Pay:

An employee may request a leave of absence without pay for a period of not more than one (1) year, and all requests in excess of five (5) working days shall be in writing and directed to the supervisor. When the request is for five (5) working days or less, the request shall be answered in writing by the supervisor within two (2) days. When the request is for more than five (5) working days, the request shall be answered in writing within fifteen (15) days. Requests for leave of absence of more than

fifteen (15) working days shall only be granted with the approval of the City Council and shall cause the employee's anniversary date for seniority privileges to be advanced by the number of days in excess of fifteen (15) working days.

8.4 Other Leave Rights:

The Employer shall comply with other leave requests that are allowed by the laws of the State of Minnesota and the United States of America.

## ARTICLE 9. DISCIPLINE

9.1 The Employer will discipline employees for just cause only and in accordance with State of Minnesota Statutes relating to disciplinary procedures involving Peace Officers.

9.2 Discipline is intended to be corrective and will not be punitive. One of the following forms of progressive discipline will be used:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

9.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an employee's personnel file shall be presented in written form, read, and acknowledged by signature of the employee, The employee and the Union will receive a copy of such reprimands and/or notices at the time of implementation, At the request of the employee, reference an oral reprimand shall be made void after one year and written reprimands shall be removed from the file after two years, provided the employee has not been involved in progressive disciplinary action.

9.4 Employees may examine their individual personnel file at reasonable times under the supervision of the Employer.

9.5 Employees will not be questioned concerning an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a Union representative of their choice present at such questioning.

9.6 Grievances relating to discipline may be initiated by the Union at Step 2 of the Grievance Procedure outlined in Article 6 of this Agreement.

## ARTICLE 10. INSURANCE

10.1 Group Health Single Coverage:

For 2021, 2022 and 2023, the Employer shall contribute up to \$730.94 of the monthly premium cost of the single plan health and dental insurance policy for each full time employee who requests such coverage and who qualifies for and is enrolled in the Insurance Carriers group health, hospitalization and loss of time plan. Insurance premium increases, if any, for 2022 and 2023 will be paid 50% by the Employer and 50% by the Employee. If an employee opts out of City Group Health Coverage, the City will pay the employee \$350.00 per month.

- 10.2 Group Health Dependent (Family) Coverage:  
For 2021, 2022 and 2023, the Employer shall pay up to \$1799.74 of the monthly premium cost for a dependent (family) plan health and dental insurance policy for each full-time employee who requests such coverage and is enrolled in the Insurance Carriers group health, hospitalization and loss of time plan. Insurance premium increases, if any, for 2022 and 2023 will be paid 50% by the Employer and 50% by the Employee. If an employee opts out of City Group Health Coverage, the City will pay the employee \$350.00 per month.
- 10.3 Insurance Carrier:  
The selection of the insurance carrier shall be made by the Employer as provided by law and after consultation with the Union representative. Any additional cost premium beyond 11.1 and 11.2 shall be the responsibility of the employee, and paid through payroll deduction. Any proposed change to the aggregate value of the plan must be negotiated in good faith between the Employer and the Union.
- 10.4 Employer Protection:  
The Employer's responsibility under this Article is limited to selection of the carrier and payment of the premiums as stated in 11.1 and 11.2. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer. Disputes between the insurance carrier and the employee are not subject to the grievance procedure outlined in this Agreement.
- 10.5 Life Insurance:  
The Employer will purchase and maintain at its expense, a Term Life insurance policy in the amount of \$20,000 for each employee.
- 10.6 Disability Insurance:  
The Employer will provide at its expense, long and short term disability insurance for each employee. This policy will in no way affect or be affected by the employee's sick leave or Worker's Compensation benefits outlined in Article 14.
- 10.7 False Arrest Insurance:  
The Employer shall purchase and maintain at its expense, False Arrest insurance for each employee.
- 10.8 Post-Employment Health Care Savings Plan (HCSP):
- 10.8.1 Duration:  
Participation in the HCSP by the public employees will begin the first pay period following the execution of this Agreement and shall continue through the duration of this Agreement unless specifically modified by the parties.  
[See Article 14 Section 7]
- 10.8.2 Administration:  
The Employer will handle the administrative responsibilities of remitting and accounting for the public employees' contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.
- 10.8.3 Contributions:  
Contributions to the HCSP are established by the members of the public employee collective bargaining unit. For the duration of this agreement:
- Employees with at least five (5) years of service but less than ten (10) years of service, 50% of eligible sick leave severance shall be deposited into their HCSP.



Employees with ten (10) or more years of service, 100% of eligible sick leave severance shall be deposited into their HCSP.

Individual public employees may neither increase nor decrease their individual contributions from the amount collectively established by and for the public employee collective bargaining unit.

10.8.4 Investment Options:

Individual public employees may select their individual investment options for their contributions to their HSCP through MSRS.

10.9 Voluntary Program:

The following is a voluntary program at the option of the Employee. The Employer will contribute \$500/year towards the Employee's HSA account or a \$500 payment to the employee with proof of purchase of an annual gym membership for an Employee who meets the Department's standard of a yearly physical fitness exam; administered by the Employer one time per year. The Employee must pass the physical exam annually to be eligible for the compensation. If at any time during the contract period, the Employee either fails to participate in the yearly physical fitness exam, or fails to meet the standards, the Employee will no longer be eligible for compensation.

## ARTICLE 11. HOLIDAYS

11.1 Designated Holidays:

The following eleven (11) holidays are recognized for holiday pay:

New Year's Day	President's Day
Easter Sunday	Martin Luther King Day
Memorial Day	Fourth of July
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	

11.2 Floating Holidays:

Employees shall receive two (2) Floating Holidays on January 1 of each year. Floating Holidays must be taken during the same calendar year at a time approved by the Chief of Police.

11.3 Holidays Worked:

Employees who work on any of the eleven (11) holidays outlined in 11.1 shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked on that holiday, in addition to their holiday pay.

## ARTICLE 12. VACATION

12.1 Accrual Rates:

All full time employees shall receive vacation benefits which shall be paid at their regular rate of compensation and shall be used in a minimum of Y2 shift increments. Vacation will be credited monthly on the first pay period of the month for which it is earned pursuant to the following:

Upon completion of	Monthly Accrual Rate	Total Hours Accrued Per Year
6 months	6.67	40 hours
12 months	6.67	80 hours
48 months	10.00	120 hours
108 months	13.33	160 hours
180 months	16.67	200 hours
		MAX yearly accrual is 200 hours

12.2 Selection:

Employees shall submit vacation requests to the City Administrator or designee in advance. Department Supervisors shall evaluate the requests and provide a written response to each employee within a reasonable amount of time. Such requests shall not be unreasonably denied. Vacation will be granted as per Best Police Management practices. Requests submitted prior to April 1st shall be granted by seniority if there is a conflict between employee requests within the same classification. Requests submitted after April 1st shall be granted on a first-come-first-served basis, without regard to seniority.

12.3 Carry Over:

No more than eighty (80) hours of vacation may be carried over into the following year unless otherwise approved by the City Administrator.

12.4 Accrual While on Paid Leave:

Use of earned vacation leave shall be considered to be hours in compensated payroll.

12.5 Cash Out Upon Separation:

Employer shall pay employee for all accrued, but unused vacation time upon separation of employment. In the case of employee death, Employer shall pay this benefit to beneficiary or personal representative accordingly.

**ARTICLE 13. SICK LEAVE**

13.1 Accrual Rates:

Sick leave for full-time employees shall be accumulated at the rate of eight (8) hours per calendar month of service with a maximum accrual. Compensation under this Article shall be at the employee's regular rate of pay, and shall be used in a minimum of 1/2 hour increments. An employee may not accumulate more than 1280 hours.

13.2 Eligibility:

Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. For periods exceeding three (3) consecutive days absence, a written report by a doctor may be requested by the Employer.

13.3 Family illness:

Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine of a member of the employee's immediate family (as defined by and limited by Minn. Stat. Sec. 181.9413) that requires the employee's presence. For periods exceeding two (2) consecutive days absence, a written report by a doctor may be requested by the Employer, verifying the need for employee's leave.

- 13.4 Worker's Compensation:  
When an employee is eligible for worker's compensation payments, the Employer will pay the complete salary to the employee and the same shall be charged to their sick leave until worker's compensation takes over. An employee may supplement their worker's compensation payments with a portion of their sick leave so that the combination of the two will equal the employee's regular pay, provided it is not ruled illegal either by the Attorney General's opinion or Court decision. The Employer shall continue to contribute to the employee's group health premium at the regular rate while eligible for worker's compensation payments.
- 13.5 Accrual While on Paid Leave:  
Use of earned sick leave shall be considered to be hours in compensated payroll status.
- 13.6 Unpaid Sick Leave:  
In the event an employee does not qualify for leave under the Family Medical Leave Act of 1993 (FMLA) and the employee needs a temporary leave due to a health condition of the employee or the employee's immediate family that requires their presence, and the employee has exhausted all other paid leave benefits, the Employer shall grant Unpaid Sick Leave as follows:
- Those employed by the City of Wyoming for the past twelve (12) months:
- Twelve (12) weeks for those with 1040+ hours worked in the past 12 months, and Employer contribution to health care premium shall continue at the regular rate.
- 13.7 Cash Out Upon Separation:  
Employer shall compensate employee for all accrued, but unused sick leave upon separation, paid at the employee's normal rate of pay at the time of separation, not to exceed one-thousand-two-hundred-eighty (1280) hours. Eligible amount shall be deposited into the employee's Post Employment Health Care Savings Account per Article 11. In the case where separation is caused by employee's death, Employer shall pay this cash benefit to the beneficiary or personal representative accordingly. In the case where separation is due to involuntary termination with just cause for reasons of misconduct, the employee is not eligible to receive this benefit.

## ARTICLE 14. HOURS OF WORK

- 14.1 Normal Schedule:  
The normal work day for full time Peace Officers shall be 8-12 hours. The normal work year for full-time employees shall be 2080 hours. Such hours include: assigned shifts, paid holidays, assigned training, and paid leave time.
- 14.2 Paid Breaks:  
Employees shall be allowed two (2) fifteen-minute paid rest periods and one (1) thirty-minute meal period per 8-hour shift. Employees shall be allowed three (3) fifteen-minute paid rest periods and two (2) thirty-minute meal periods per 12-hour shift. Service to the public may interrupt such breaks.
- 14.3 Advance Posting:  
Schedules shall be posted 30 days in advance, except for an emergency.

## ARTICLE 15. WAGES

- 15.1 Hourly Base Rate for Patrol and/or Investigators:

	<u>01-01-2021</u>	<u>01-01-2022</u>	<u>01-01-2023</u>
Start	\$29.79	\$30.68	\$31.60
Upon 6 months	\$31.26	\$32.20	\$33.17
Upon 12 months	\$32.83	\$33.81	\$34.82
Upon 24 months	\$34.47	\$35.50	\$36.57
Upon 36 months	\$36.19	\$37.28	\$38.40
Upon 120 months	\$38.01	\$39.15	\$40.32

## ARTICLE 16. PREMIUM PAY

### 16.1 Night Differential:

Effective January 1, 2015, night differential in the amount of \$0.45/hour shall be paid for all hours worked between the hours of 7:00 pm and 7:00 am. The night differential amount shall increase to \$0.60/hour effective January 1, 2016, and to \$0.75/hour effective January 1, 2017.

### 16.2 Work Out of Class:

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a sergeant in the absence of the regular shift sergeant, shall receive sergeant's pay (Top pay) while the sergeant is absent. Such patrol officer shall revert back to Patrol pay at any time the senior patrol officer is no longer acting in place of the sergeant.

### 16.3 Field Training Officer:

Any officer who is assigned by the Police Chief (or designee) to serve in the capacity of a Field Training Officer (FTO) shall earn one (1) hour of compensatory time at straight pay for the year 2021 for each day of service in FTO capacity. Any officer who is assigned by the Police Chief (or designee) to serve in the capacity of a Field Training Officer (FTO) shall earn one (1) hour of overtime pay per shift for 2022 and 2023 for each day of service in FTO capacity.

### 16.4 Overtime:

Time worked in excess of an employee's scheduled shift shall be compensated at the rate of one and one half (1 1/2) times the employee's regular rate of pay.

### 16.5 Compensatory Time:

Employees may earn compensatory time at the rate of one and one half (1 1/2) times in lieu of overtime pay upon mutual agreement between the employee and the Employer, not to exceed sixty (60) hours. Employees may use compensatory time by mutual agreement. As of the last pay period in December of each year, all accumulated compensatory time that exceeds twice the number of hours in the officer's regularly scheduled shift shall be paid to the employee.

### 16.6 Call Back:

Off-duty call back for any matter, including, but not limited to court appearances or police affiliated matters, shall be considered overtime and all affected employees shall be compensated for a minimum of four (4) hours.

- 16.8 Investigator:  
Any officer who is assigned by the Police Chief (or designee) to serve in the capacity of Investigator shall earn \$200/month in addition to the officer's regular monthly wage.

## **ARTICLE 17. UNIFORM/SAFETY GEAR ALLOWANCE**

### 17.1 Uniforms/Safety Gear:

#### 17.1.1 New Hires:

The Employer will pay all reasonable and necessary expense of uniforms for newly hired full-time employees, to include two (2) full sets of uniforms and all employer-approved duty equipment and the employer-approved accessories, all at the Employer's expense.

#### 17.1.2 Allowance:

Beginning on the first anniversary of employment, full-time employees will receive a uniform allowance of Six Hundred Seventy-five Dollars (\$675.00) per year for basic uniforms and body protection as approved by the City Administrator or designee.

### 17.2 Weapons:

The Employer shall furnish the pistol used by employees as their primary weapon.

### 17.3 Ammunition:

#### 17.3.1 Duty Ammo:

The Employer shall provide and pay for all reasonable and necessary ammunition for their primary weapon for use while on duty.

#### 17.3.2 Range Ammo:

The Employer shall provide and pay for all reasonable and necessary ammunition for their primary weapon for use while qualifying with their duty weapon at required range duty.

## **ARTICLE 18. TRAINING**

### 18.1 Approved Training:

The Employer will make available, and pay for, such training as required for the employees to maintain licenses and/or certifications, or as required by the Employer or the State of Minnesota.

### 18.2 Reimbursement of P.O.S.T. License Fee:

The Employer will reimburse officers for their P.O.S.T. license fee upon presentation of a receipt or other evidence that their license fee has been paid.

## **ARTICLE 19. SENIORITY VACANCIES/PROMOTIONS**

### 19.1 Probationary Employee:

New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, they shall be placed on the seniority list and credited as of their first day of work.

### 19.2 Seniority List:

The Employer shall provide an updated seniority list as of January 1<sup>st</sup> of each year to the union.

- 19.3 Vacancies:  
Vacancies within the unit shall first be posted internally for seven (7) days. If there are no qualified internal applicants, the vacancy may be posted externally.
- 19.4 Trial Period:  
Employees accepting a new position outside of their current job classification shall serve a six (6) month trial period to determine 1) their desire to remain in the new classification; and 2) their ability to perform the job. During this trial period, the employee shall have the right to revert back to their former position and salary without loss of seniority or other benefits. During this trial period, if the employer determines that the employee is not able to perform the job, notice to revert back to their previous position shall be submitted in writing, with reasons, to both the employee and the Union.
- 19.5 Loss of Seniority:  
An employee shall lose their seniority for the following reasons only:  
1) resignation; 2) discharged for cause and upheld; 3) absent for five consecutive work days without notice (exceptions may be made for extenuating circumstances).

## **ARTICLE 20. LAYOFF/RECALL**

- 20.1 Layoff:  
In case of the need to eliminate positions, employees will be laid off based on inverse seniority within their job classification. Employees and the Union will be given a minimum of fourteen (14) days advance notice in writing prior to layoff.
- 20.2 Recall:  
Employees will be recalled from layoff based on seniority within their job classification. Notice of recall shall be sent to the laid off employee's last known address by registered/certified mail. Employees will be given seven (7) days after receipt of recall notice to inform the employer of their intent to return to work. Failure to respond within the seven (7) day period will terminate recall rights.

## **ARTICLE 21. SAFETY AND HEALTH**

- 21.1 Occupational Safety and Health Act (OSHA) of 1970:  
As required by OSHA, the Employer shall make provisions for the safety and health of its employees during the hours of employment. Protective devices (both personal and mechanical) and protective clothing as required for the compliance with the Act shall be provided for and maintained by the Employer.
- 21.2 Cooperation:  
The Union and Employer agree that they will cooperate in the enforcement of any safety and health standards and rules that may be established by the Employer to comply with State, Federal or other legal regulations.
- 21.3 Safety and Training Requirements:  
Employees may be required to attend safety meetings or safety training meetings if required by the Employer. Time spent in safety meetings are considered hours worked.

21.4 Safety Committee:

A Safety Committee consisting of a representative from the City Council and a duly appointed representative from each of the following departments: Police, Public Utilities and Street, shall meet regularly for the purpose of reviewing accident records and making recommendations to improve the safety and health program. Minutes shall be taken and copies posted in a conspicuous place for employee access.

21.5 Physical Exams:

The Employer shall cover the full cost of employee physicals and/or examinations that are required as a condition of employment.

**ARTICLE 22. WAIVER**

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

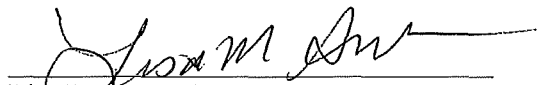
22.2 The parties mutually acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.


**ARTICLE 23. DURATION**

This Agreement will be in effect for three (3) years as of January 1, 2021, and will remain in full force until December 31, 2023, and will continue from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement, so as to comply with the provisions of the Public Employee Labor Relations Act of 1971 as amended.

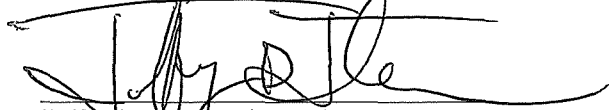
**SIGNATURES BELOW CONSTITUTE AGREEMENT OF THE PARTIES AS OF THIS 17<sup>th</sup> DAY OF FEBRUARY, 2021.**

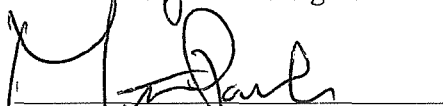
**FOR THE CITY OF WYOMING:**

  
\_\_\_\_\_  
Lisa Iverson, Mayor

  
\_\_\_\_\_  
Robb Elmwood, City Administrator/Clerk

**FOR LELS, LOCAL #365:**

  
\_\_\_\_\_  
Jeff Johnson, Business Agent

  
\_\_\_\_\_  
Matthew Paavola, Steward