

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF ALEXANDRIA

ALEXANDRIA, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(LOCAL NO. 291)

(Police Officers)

January 1, 2022 through December 31, 2023

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT1

ARTICLE 2. RECOGNITION1

ARTICLE 3. DEFINITIONS.....1

ARTICLE 4. UNION SECURITY2

ARTICLE 5. EMPLOYER AUTHORITY.....2

ARTICLE 6. GRIEVANCE PROCEDURE.....3

ARTICLE 7. DISCIPLINE.....5

ARTICLE 8. HOURS OF WORK.....6

ARTICLE 9. VACATION.....7

ARTICLE 10. HOLIDAYS9

ARTICLE 11. SICK LEAVE9

ARTICLE 12. OTHER LEAVE11

ARTICLE 13. INSURANCE.....12

ARTICLE 14. UNIFORMS.....13

ARTICLE 15. P.O.S.T. TRAINING.....13

ARTICLE 16. COMPENSATION14

ARTICLE 17. OTHER RIGHTS RESERVED15

ARTICLE 18. LEGAL PROTECTION.....16

ARTICLE 19. NOTICES.....16

ARTICLE 20. SAVINGS CLAUSE.....16

ARTICLE 21. DURATION OF AGREEMENT16

APPENDIX A.....17

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into by and between the City of Alexandria, located in the State of Minnesota, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

- 1.1 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Assure sound and mutually beneficial working and economic relationships between the parties.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all licensed essential Employees of the City of Alexandria Police Department, Alexandria, Minnesota, 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 will be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc.
- 3.3 Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local #291.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Probationary Employee: Employee who has not completed a twelve (12) month probationary period
- 3.6 Investigator: An Employee assigned by the Chief of Police to perform investigative functions as the Employee's full-time duties.
- 3.7 Department: The Alexandria Police Department.
- 3.8 Employer: City of Alexandria.

ARTICLE 4. UNION SECURITY

- 4.1 The Employer will deduct from the wages of the Employees who authorize a deduction in writing an amount necessary to cover monthly union dues. Such monies will be remitted as directed by the Union.
- 4.2 The Union may designate Employees from the bargaining unit to act as stewards and will inform the Employer in writing of the choices and changes in the position of the steward.
- 4.3 The Employer shall allow up to three representatives from the Union to be paid their regular salary for time spent in negotiations during regular work hours. No payment shall be made for time spent in negotiations outside the representatives' normal workday. The names of the representatives shall be provided to the Employer in advance, to provide for scheduling of operations within the department.
- 4.4 No Union member or officer shall conduct Union business on the Employer's time, except that the Employer shall afford reasonable time off to the Union's elected officers or representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative.
- 4.5 The Employer will make space available on the Employee's bulletin board for the posting of Union notices and announcements.
- 4.6 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, 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.
- 4.7 The Employer shall deduct from the wages of the Police Department Employees who are eligible to be members of LELS, Local No. 291, but who have elected not to join the local an amount equal to the "fair share" contribution as specified by Minnesota Statute.
- 4.8 The Union agrees to represent all Employees in the unit fairly and without regards to Union membership, non-membership, or any other factor.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of Alexandria in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer Employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

- 5.2 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in or encourage, sanction, support or suggest any strike, slowdown, mass resignation, 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.
- 5.3 The Union agrees the Employer may restrict or prohibit the Employee from obtaining outside employment which in any way interferes with the Employee's ability to discharge the duties and obligation of a peace officer. The Union agrees the Employer will prohibit outside employment as a bartender, taxicab driver, school bus driver or any other type of employment which in the written opinion of the Chief of Police interferes with the ability of the Employee to discharge the duties and obligations of the Employee, or which interferes with the administration of the Police Department.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of such Union Representatives and of their successors.
- 6.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer the processing of a grievance is limited by the job duties and responsibilities of the Employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to attend meetings or hearings pursuant to this article. The Union Representative will be released from work, without loss in pay to investigate grievances. Release from work will only be allowed provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Procedure: Grievances, as defined by Article 6.1, will be resolved in conformance with the following procedure:
 - 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 Employee's immediate supervisor. The supervisor 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 will 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 will be appealed to Step 2 within ten (10) calendar days after the supervisor'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 in 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 City Administrator. The City Administrator will give an answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator'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 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.

6.5 A. 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.

B. 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.

C. 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.

- 6.6 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 grievance shall be resolved on the basis of the remedy requested by the Union. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 7. DISCIPLINE

- 7.1 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.
 - E. Discharge.
- 7.2 Suspension, demotions, and discharges will be in written form. 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 shall receive a copy of such reprimands and/or notices. Discharges will be preceded by a five (5) day suspension without pay.
- 7.3 Employees shall be advised they have the right to a Union Representative before responding to any investigative inquiries that the Employer reasonably believes will result in disciplinary action.
- 7.4 Grievances relating to suspensions, demotions, or discharges pursuant to this Article shall be initiated by the Union in Step 3 of the grievance procedure.

- 7.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 7.6 Employees are subject to the City's Substance Abuse/Drug and Alcohol Testing Policy for All Employees, including its random testing provisions; provided however, that if the City suspends an employee pending the outcome of the confirmatory test or any requested confirmatory re-test pursuant to said policy, any such suspension will be with pay.

ARTICLE 8. HOURS OF WORK

- 8.1 This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime pay and other pay.
- 8.2 Permanent regular work shifts and staffing schedules of Employees shall be established by the Chief of Police or his designee.
- 8.3 The normal work year is two thousand eighty (2080) hours annually, to be accounted for by each Employee through:
 - A. hours worked on assigned shifts;
 - B. holidays;
 - C. assigned training;
 - D. authorized leave time.
- 8.4 Permanent regular work shifts established by the Chief of Police or his designee, shall not be changed without one-hundred twenty (120) hours' notice. The Chief of Police may adjust individual work shifts on a temporary basis, without advance notice.
- 8.5 Officers who volunteer for special assignments that require flexibility in work hours, may adjust their hours of work with the approval of the Chief of Police or his designee.
- 8.6 Work shifts shall not be adjusted solely for the purpose of avoiding the payment of overtime. Overtime for preplanned events more than 48 hours in advance shall be offered to members of the bargaining unit on a rotating seniority basis beginning with the most senior Employee. For these preplanned events, each successive assignment shall be offered first to the most senior Employee with less seniority than the last Employee to accept an overtime assignment. Nothing in this section shall limit the Employer from calling Employees in the case of emergency or on short notice or for special assignments.
- 8.7 All hours in excess of the scheduled daily work hours in any shift will be paid at one and one half (1 ½) times the Employee's hourly rate of pay.

- 8.8 All Employees shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's hourly rate of pay for all court appearances which do not occur during a duty shift and shall be paid for all court appearance time in excess of the two-hour minimum at one and one-half (1 ½) times the Employee's hourly rate of pay.

When an employee is notified of a scheduled court date which is a date or time the employee is scheduled to be off duty, and the court date is postponed or canceled less than forty-eight (48) hours prior to the scheduled appearance date or time, the employee shall receive two (2) hours of pay at one and one-half (1 ½) time the employee's hourly rate of pay. Notice of postponement or cancellation of a scheduled court date and time shall be given to the employee by email to the employee's email address and confirmed by telephone message to the employee.

- 8.9 All Employees called to work on a day off shall receive a minimum of two (2) hour's pay at one and one-half (1 ½) times the Employee's hourly rate of pay.
- 8.10 The Employee shall have the election of receiving compensatory time in lieu of payment for overtime work as provided for in Article 8.7, 8.8, and 8.9.
- 8.11 Compensatory time shall be recorded as it is earned or credited based upon the election of the employee. Compensatory time elected as an alternative to overtime pay shall be subject to the following conditions:

A. The maximum accrual of compensatory time permitted is fifty-one (51) hours.

B. Compensatory time may be used by the employee on request of the employee and as approved by the Chief of Police or his designee.

1. Any request for usage of compensatory time must be submitted with reasonable notice before the anticipated use of compensatory time by the officer.

2. The minimum usage period for compensatory time shall be that of one-half hour and in one-half hour increments.

C. Each Employee may sell back up to twenty-four (24) hours of accrued compensatory time each year. The Employee must submit their request on or before December 1, of each calendar year.

D. Accrued and unused compensatory time at the time of resignation, retirement, or death of the officer shall be paid at the officer's regular rate of pay.

ARTICLE 9. VACATION

- 9.1 Employees shall be granted vacation leave with pay upon satisfactory completion of a twelve (12) month probationary period.
- 9.2 Vacation leave shall be accrued on the basis of continuous service, including periods of paid absence time. Authorized leave of absence without pay in excess of twelve (12) working days and periods of lay off shall not qualify as service time.
- 9.3 Initial vacation leave will be selected, on a seniority basis in increments of a minimum of one (1) work week by April 1st for those Employees entitled to more than one work week vacation, subsequent vacation leaves may be taken in increments of not less than one (1) work day. Vacation leave may, with the consent of the Chief of Police, begin on any day of the week.
- 9.4 Vacation leave shall accrue at the following rate:
 - A. Two (2) work weeks after one full year of continuous service for the first five (5) years of service.
 - B. Three (3) work weeks after five (5) years of service.
 - C. Four (4) work weeks after twelve (12) years of service.
 - D. Five (5) weeks after twenty (20) years of service.
 - E. One (1) additional day after twenty-five (25) years of service.
- 9.5 Employees whose employment is terminated for any reason shall be paid for unused vacation time accumulated to their credit, and at the terminated Employee's election, all or part of said payment may be made into the Employee's VEBA account, subject to any limitations that may be imposed by law.
- 9.6 Employees shall have the right to accrue up to thirty (30) days accumulated vacation days. The only time an Employee can be sent home on vacation is when the Employee has earned the maximum accumulation and must take a vacation day or lose vacation time.
- 9.7 Eligible Employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation time may be taken only as earned or accrued during such year. However, should an Employee's service be terminated prior to the end of the year, the Employee shall reimburse the City for any unearned leave the Employee has taken. There shall be deducted from an Employee's last wages an amount sufficient for the purpose.
- 9.8 Eligible Employees shall adhere to the existing rules of the Employer in applying for vacation leave.

9.9 Vacations which have been scheduled and approved shall not be cancelled or changed unless an emergency condition shall occur.

ARTICLE 10. HOLIDAYS

10.1 The following ten (10) holidays shall be paid holidays for permanent full-time Employees.

- New Year's Day, January 1
- Washington's and Lincoln's Birthday, the third Monday in February
- Martin Luther King Day
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- The Day after Thanksgiving
- Christmas Day, December 25

provided, when New Year's Day, January 1; or Independence Day, July 4; Veteran's Day, November 11; or Christmas Day, December 25; falls on Sunday, the following date shall be a holiday and, provided when New Year's Day, January 1; or Independence Day, July 4; Veteran's Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday.

10.2 Employees who work on the ten (10) holidays named in Section 10.1 shall be paid at one and one-half (1 ½) times the hourly rate of pay for all hours worked. When a holiday falls on a weekend and is observed on a preceding or following day (currently New Year's Day, Independence Day, Veteran's Day, and Christmas Day), the employee shall be paid at one and one-half (1 ½) times the hourly rate of pay for all hours worked for either the actual holiday, or the observed day, but not both.

10.3 Employees who work on December 24 or December 31 shall receive one (1) hour of compensatory time for each hour worked to a maximum of eight (8) hours for each day. The compensatory time may be paid at the Employee's option.

10.4 In the event that any of the designated holidays fall on an off-duty day, the employee shall be granted eight (8) hours pay at the Employee's regular rate of pay.

ARTICLE 11. SICK LEAVE

11.1 All permanent full-time Employees shall be eligible for sick leave benefits for absence necessitated by illness, bodily injury (when not covered by Workmen's Compensation), exposure to contagious disease (when confirmed by a physician), and serious illness or death in the immediate family of the employee. The term "immediate family" shall be defined as: Father, Mother, Husband, Wife, Children, Father-in-Law, Mother-in-Law,

Brother, Sister, Brother-in-Law, Sister-in-Law. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

- 11.2 Sick leave shall be earned at the rate of one (1) day per month.
- 11.3 Sick leave credits may be accumulated to a total not to exceed one hundred twenty (120) days. Any sick leave accumulations in excess of one hundred twenty (120) days per employee shall be accounted for and considered as a "reserve sick leave account." Any accumulations existing in the Employee's "reserve sick leave account" shall be used for the Employee's sick leave after all regular accumulations of sick leave have been used [i.e. accumulations up to one hundred twenty (120) days] and in no event shall any portion of the Employee's reserve sick leave account" be paid or considered for payment in the event of retirement or termination of employment of Employee.
- 11.4 During the probationary period, permanent full-time Employees may draw in advance on the twelve (12) days sick leave credits which may be earned in the probationary period, provided such unearned leave shall be repaid to the City if the employee's service is terminated prior to the completion of the probationary period.
- 11.5 In order to qualify for sick leave, an employee must:
 - A. Notify the Chief of Police in advance of the absence.
 - B. Keep the Chief of Police informed of condition and estimated day of return of work.
 - C. Submit a physician's certificate for such absence upon request of the City prior to return to duty stating the nature of the illness or injury and whether or not the Employee has been incapacitated for the period of the absence. When such physician certificate is requested and an additional charge is incurred by the Employee therefore, the City shall pay the Employees deductible portion of the incurred charges.
 - D. Apply for sick leave benefits in compliance with the rules of the Employer.
- 11.6 Employees who terminate employment shall be paid the equivalent value of one-half (1/2) of their accumulated unused sick leave, not to exceed sixty (60) days compensation. Provided, however, that any payments pursuant to this Article 11.6 shall be made to the Post-Retirement Health Care Savings Arrangement made available through the Minnesota Service Cooperative Plan Trust, "VEBA," in accordance with the City's Post-Retirement VEBA policy.

- 11.7 Should an Employee die while employed by the City, all accrued unused sick leave shall be added to the last pay due the Employee.

ARTICLE 12. OTHER LEAVE

- 12.1 Permanent full-time Employees shall be allowed up to five (5) consecutive calendar days leave with pay in the event of the death of such Employee's Mother, Father, Spouse, Children, Brother, Sister, Mother-in-Law or Father-in-Law, Grandparents and Grandchildren, Brother-in-Law and Sister-in-Law, current Stepparents, current Stepchildren and current Step-siblings. The consecutive day provision shall be waived if necessary to accommodate internment that is delayed due to weather conditions.
- 12.2 In the event of death of a member of the Employee's family other than those set forth in Section 12.1, leave may be granted at the discretion of the Chief of Police and such leave shall be charged against sick leave.
- 12.3 Employees who are members of State or Federal military entities shall be granted a leave of absence without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits not to exceed fifteen (15) days in each calendar year to attend required training or military service requirements. Notwithstanding anything in this subparagraph to the contrary, Employees shall have all benefits set forth at Minn. Stat. Section 192.26, as amended.
- 12.4 Employees called for jury duty shall be granted a leave without loss of pay. The Employee shall reimburse the Employer for any wages earned, less mileage reimbursement.
- 12.5 Employees shall be granted leaves of absence under the provisions of the Family Medical Leave Act (FMLA) as provided for in City policy.
- 12.6 The Chief of Police may, in appropriate circumstances, grant a leave of absence without pay, limited to twelve (12) working days.
- 12.7 Leave of absence without pay in excess of twelve (12) working days may be granted by the Chief of Police subject to the approval of the City Council.
- 12.8 Those Employees incurring disabilities not duty connected shall be entitled to a leave of absence without pay for a period not to exceed six (6) months, subject to the following provisions:
- A. The Employee shall apply for such leave, in writing, to the Chief of Police.
 - B. The Employee shall submit a physician's report, including a statement regarding the nature of the disability and whether or not the Employee is able to work.

C. The Employee shall submit to the Chief of Police a physician's statement of release for work before returning to work.

ARTICLE 13. INSURANCE

- 13.1 The City will pay the full cost of the City's basic Employee health insurance plan for each Employee.
- 13.2 For employees with family coverage, the City will pay the monthly employee cost of single coverage plus fifty percent (50%) of the monthly family portion.
- 13.3 The City shall provide at its own expense a minimum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per year of group term life insurance for each Employee.
- 13.4 In the event any Employee covered by this Agreement is entitled to receive compensation for temporary total disability in accordance with the provisions of the Minnesota Worker's Compensation Act, said Employee shall continue to be paid by the City in an amount, which when added to Worker's Compensation payments, would equal the employee's net rate of pay at the onset of such disability. Said pay will not be charged against sick leave, vacation or any other accrued leave time, and shall continue for a period not to exceed one hundred eighty (180) working days or thirty-six (36) working weeks and during such period the Employee is receiving full pay under the provisions of this paragraph, said Employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement provided that no Employee by reason of this paragraph shall receive pay for more than fifty-two (52) weeks in any calendar year.
- 13.5 Should the Employer provide any other City Employee with dental coverage, then the City will provide such coverage to the Employees covered by this Agreement. This provision does not apply to benefits provided to Employees of Alexandria Light & Power.
- 13.6 For each Employee who has single coverage per Article 13.1, the City will pay in the year 2021 the sum of One Thousand Six Hundred Eighty-Seven and 50/100 Dollars (\$1,687.50) into the employee's Voluntary Employees' Beneficiary Association ("VEBA") account.
- 13.7 For each Employee who has family coverage per Article 13, the City will pay in the year 2021 the sum of Three Thousand Three Hundred Thirty-Seven and 50/100 Dollars (\$3,337.50) into the Employee's VEBA account.
- 13.8 The Employer agrees to continue group health insurance to age sixty-five (65) for Employees who retire, provided the retired Employee is not eligible for group health insurance as a result of other employment. The retired Employee will pay all premiums for this coverage.
- 13.9 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over

alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 14. UNIFORMS

- 14.1 Subject to the rules of the Police Department, the Employer shall provide the original complete uniform for those members of the Police Department required to wear a uniform and such shall, at the termination of employment, become the property of the Employee.
- 14.2 The Employer shall contribute the amount of Nine Hundred and No/100 Dollars (\$900.00) per calendar year for a uniform allowance. Any unused uniform allowance may be carried over from year to year, provided that the accrued amount may not exceed the equivalent of two years of uniform allowance. New employees shall, through the end of the calendar year in which they started employment, be entitled to the annual uniform allowance as follows: if their first day of employment is on or before June 30, one hundred percent (100%); if their first day of employment is after June 30 but on or before September 30 -- fifty percent (50%); if their first day of employment is after September 30 but on or before December 31, twenty-five percent (25%).
- 14.3 All Employees may, with the approval of the Chief of Police, apply a part of the annual or accrued uniform maintenance allowance to purchase items of police related equipment which, on termination of employment, shall remain the equipment of the Employee.
- 14.4 The Employer shall replace each Employee's uniform if it is damaged in the line of duty. In addition, the Employer shall pay for the repair or replacement of an Employee's non-tinted prescription eyeglasses or contact lenses, hearing aids, and dentures which are damaged or destroyed in the line of duty, subject to the following: (a) the item must be medically necessary for the Employee to perform his or her duties as a police officer, as evidenced by documentation provided by the Employee's health care provider if requested by Employer; (b) the Employer reserves the right to seek its own medical opinions as to the necessity of the item; (c) the Employee provides receipts, invoices or similar documentation to substantiate the cost of repair or replacement; (d) the Employee provides any reports requested by the Employer to substantiate how the item was damaged or destroyed in the line of duty; (e) the Employer's liability for such repair or replacement costs shall be reduced by any amounts recovered through insurance, warranty, restitution, or any other outside source; and (f) the Employer shall not be obligated to pay any amount toward repair or replacement in those instances where the damage or destruction is caused by the personal neglect of the Employee.
- 14.5 Any change in designated uniforms will be subject to negotiation between the Employer and the bargaining unit.

ARTICLE 15. P.O.S.T. TRAINING

- 15.1 The Employer shall be responsible for providing to all Employees the training required by the P.O.S.T. Board to maintain their license as a Certified Peace Officer.

- 15.2 The Employer shall pay Employees, at the applicable rate, for any time spent in necessary P.O.S.T. training. The training must be approved by the Chief of Police or his designee.
- 15.3 The Employer shall reimburse Employees for all reasonable costs incurred in obtaining the training, including mileage, lodging and meals.

ARTICLE 16. COMPENSATION

- 16.1 Starting with the first paycheck paid in 2017, and subject to Article 16.6 below, Employees will be paid in accordance with Appendix A attached hereto and made a part of this Agreement. When hiring a new Employee, the City reserves the right to give or not give the newly hired Employee full or partial credit for previous experience and to place the newly hired Employee where the City deems appropriate within the range set forth in Article 16.6.A.
- 16.2 Employees shall be paid a shift differential of One and 03/100 Dollars (\$1.03) per hour for any hours worked from 6:00 p.m. to 6:00 a.m. during 2022 and One and 05/100 Dollars (\$1.05) for any hours worked from 6:00 p.m. to 6:00 a.m. during 2023.
- 16.3 Employees assigned as Investigators or as Narcotics Investigators shall be paid an additional amount equal to four percent (4%) of their base monthly salary.
- 16.4 Intentionally left blank.
- 16.5 Employees required to use their personal vehicles on City business shall be paid for all miles involved in such usage at the per mile rate established by resolution of the Alexandria City Council for all Employees. Employees on City business shall be reimbursed for expenses incurred and supported by receipts.
- 16.6 The Officers shall be paid based on a hybrid step/performance-based pay system, which has replaced step/longevity. Effective January 1, 2018, that system will be as follows:
 - A. Appendix A will apply to Employees who are paid less than the top pay on Appendix A.
 - B. Longevity has been converted to performance-based pay with a top annual salary as follows. 2022: Seventy Eight Thousand Five Hundred Thirty-Two and 53/100 Dollars (\$78,532.53), or Thirty-seven and 76/100 dollars (\$37.76) per hour; 2023: Eighty Thousand Eight Hundred Eighty Eight and 51/100 dollars (\$80,888.51), or Thirty-eight and 89/100 dollars (\$38.89) per hour.
 - C. Employees who are below the top pay as outlined in schedule A shall receive salary increases as called for in Appendix A, but they shall not be eligible for the performance-based pay increases described in Article 16.6.D.
 - D. Employees who have already reached the top pay in schedule A shall receive base wage increases of three percent (3.00%) effective with the hours worked and paid on the first payday in January, 2022 and an additional three percent (3.0%) effective with the hours worked and paid on the first payday in January, 2023. In addition, Employees whose pay

meets or exceeds the top pay in Appendix A shall receive performance-based pay increases on the first payroll of the quarter following their annual performance evaluation as follows:

A final score between	Performance description	Performance Based increase
1.00 – 1.75	Improvement necessary	0
1.76 – 2.50	Successful	1.5%
2.51 – 3.50	Excellence	2.5%
3.51 – 4.00	Proactive excellence	3%

E. Effective with Performance evaluations corresponding with the October-November anniversary dates, performance-based pay increases shall be implemented beginning with the first payroll in February of 2022 and 2023 and will continue utilizing the following schedule:

PPC1 Anniversary Date January – March	PPC1 Anniversary Date April – June	PPC1 Anniversary Date July – September	PPC1 Anniversary Date October – December
Performance Evaluations occur in April and become effective the 1 st payroll in May of the same year	Performance Evaluations occur in July and become effective the 1 st payroll in August of the same year	Performance Evaluations occur in October and become effective the 1 st payroll in November of the same year	Performance Evaluations occur in January and become effective the 1 st payroll in February of the next year

F. Management will solicit input from labor when establishing performance evaluation standards on which to base an objective evaluation system. Management retains the discretion for the final evaluation criteria.

G. Once an Employee’s pay reaches top pay as set forth in Article 16.6.B, any additional performance-based pay will be paid in a lump sum based on the Employee’s annualized salary at the time of the evaluation.

H. If the performance evaluation score is less than 1.76, the employee will be given clear achievable goals that if met will merit a minimum successful evaluation.

I. A performance evaluation rating less than 1.76 may be appealed to the Chief of Police for review allowing the officer to present mitigating/missing information, or evidence of bias no later than one (1) month after the evaluation. A final decision after review is not subject to the grievance procedure.

J. Performance-based increases substitute for longevity-based increases. Performance-based increases do not substitute for negotiated general wage adjustments (“GWA”).

ARTICLE 17. OTHER RIGHTS RESERVED

17.1 Notwithstanding any other provisions of this Agreement to the contrary, the City reserves the right to enforce any other legal rights to which it is entitled.

17.2 Personnel policies and benefits in effect which are not specifically mentioned in this Agreement shall be continued unless in conflict with this Agreement.

ARTICLE 18. LEGAL PROTECTION

18.1 The Employer shall defend and indemnify Employees sued for alleged acts or omissions arising out of or occurring within the scope of such Employee’s employment of official duties as established by Minn. Stat. 471.44 and 471.45.

ARTICLE 19. NOTICES

19.1 All notices sent by the Union to the City shall be directed to the City Administrator.

19.2 All notices sent by the City to the Union shall be directed to the Business Agent.

ARTICLE 20. SAVINGS CLAUSE

20.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement will be held to be contrary to the law by a court of competent jurisdiction from whose final decree of judgment no appeal has been taken within the time limit provided, such provision will be voided. The voided provision may be renegotiated at the written request of either party.

ARTICLE 21. DURATION OF AGREEMENT

21.1 This Agreement will be effective as of January 1, 2022 and will remain in full force and effect through the 31st day of December 2023.

FOR CITY OF ALEXANDRIA:

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

DocuSigned by:
Marty Schultz
8B754ACCEF5B441...

DocuSigned by:
Keith Terlinden
C4E4BEC6BC26424...

Dated: 12/14/2021

Dated: 12/14/2021

DocuSigned by:
Tom Jacobson
DA306E5A3AAB477...

DocuSigned by:
Alex Nelson
9E765F2FFC4B45C...

Dated: 12/14/2021

Dated: 12/14/2021

APPENDIX A
2021 POLICE WAGE RATES

	First Year	Second Year	Third Year
January 1, 2022			
Monthly	\$4,923.96	\$5,399.19	\$5,683.34
Hourly*	\$28.41	\$31.15	\$32.79
January 1, 2023			
Monthly	\$5,071.68	\$5,561.17	\$5,853.84
Hourly	\$29.26	\$32.08	\$33.77

* Monthly multiplied by 12 and divided by 2080 hours to get hourly rate.