

**LABOR AGREEMENT
BETWEEN**



-AND-



**Sergeants Unit – Local 449
January 1, 2023 through December 31, 2025**

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LABOR AGREEMENT

This Agreement is made and entered into by and between the City of Cambridge, MN, hereinafter referred to as "Employer," and (Local No. 449) of Law Enforcement Labor Services, Inc., hereinafter referred to as "Union".

DEFINITIONS

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

EMPLOYER:	City of Cambridge, MN, or its representative
UNION:	Law Enforcement Labor Services, Inc.
EMPLOYEE:	A sergeant for the City of Cambridge
STEWARDS:	Steward elected or appointed by the Union
MEMBER:	All essential licensed employees in the classification of Sergeant employed by the Cambridge Police Department, who are essential public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential and all other employees.

ARTICLE 1 - TERMS AND CONDITIONS

This Agreement defines the terms and conditions of employment for the parties as provided in the Definitions section above. The right to employ, promote, discipline, or discharge employees shall be vested in the Employer, subject only to such limitations as are contained in this Agreement.

ARTICLE 2 - RECOGNITION

Section 1. Section 1. The Employer recognizes the Union as the Exclusive Representative under Minnesota Statutes 179A.03, Subdivision 8 for all members.

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs and level of services to be provided; 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, including right to employ and fire any number of part-time police Employees who do not qualify for recognition under Article 2 above; to determine whether services should be provided or purchased; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 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 4 - UNION SECURITY

Section 1A. 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 determined by the Union and Employer.

Section 1B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of paragraph 1A of this Section.

Section 2. The Union may designate members to act as Stewards and shall inform the Employer of such choice and of any changes in Steward.

Section 3. The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Department.

Section 4. Release time for negotiations. During each round of negotiations, the Employer agrees to allow one Bargaining Unit member to meet with the City's authorized representative. If the negotiations are conducted while the Bargaining Unit representatives are "on duty" the representative shall negotiate without loss of pay. A Bargaining Unit Representative meeting with the city during his/her non-work hours is not eligible for pay during negotiations.

ARTICLE 5 - EMPLOYER SECURITY

Section 1. Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, stoppage of work or the absence in whole or in 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.

Section 2. Any Employee who engages in a strike, or otherwise violates Section 1 above, may have his/her employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee.

ARTICLE 6 - EQUAL APPLICATION

Section 1. The provisions 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, political affiliation or marital status. The Union and the Employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

Section 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. 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.

Section 3. The Union accepts its responsibilities as Exclusive Representative and agrees to represent all Employees in the Bargaining Unit without discrimination. The Employer agrees to deduct fair share payments from all Employees who are not members of LELS.

ARTICLE 7 - SAVINGS

Section 1. This Agreement is subject to the laws of the United States and the State of Minnesota.

Section 2. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 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.

Section 2. Union Representatives.

The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. LELS shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Article 4, Section 2 of this Agreement.

Section 3. Employer Representatives.

Employer may be represented by an Employer Supervisor, a Department Head, City Administrator, City Council, City Attorneys, or other representative if so designated.

Section 4. Processing of a Grievance.

It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during the normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to Employer during normal work hours provided that 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.

Section 5. Procedure.

Grievances, as defined by Section 1 above, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police 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

shall be appealed to Step 2 within ten (10) calendar days after the Chief of Police's final answer in Step 1.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the City Administrator. The Step 2 appeal shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision of provisions of the Agreement allegedly violated, and the remedy requested. The City Administrator shall give LELS the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator's final Step 2 answer.

Step 3. The use of the Bureau of Mediation Services' mediation services is permissible only by mutual consent of the parties. Use of a mediator freezes the timeline for filing for arbitration. If mutual consent is not given, the grievance may move to Step 4.

Step 4. A grievance unresolved in Step 2 and appealed to Step 3 by LELS shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 6. Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and LELS, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS 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.

Section 7. Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and LELS in each step.

Section 8. Choice of Remedy.

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Bureau of Mediation Services or a procedure such as Veteran s Preference or Fair Employment.

If appealed to any procedure other than Step 3 of Article 8, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 8. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article 8 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 3 of Article 8. An Employee pursuing a statutory remedy under the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 9 - SAFETY

The Employer and Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.

ARTICLE 10 - SENIORITY

Section 1. Definition.

Seniority shall mean an employee's length of time in Sergeant position. Overtime shall not result in added seniority. An Employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death or leave of absence without pay.

The City shall prepare a seniority list to be submitted to the Union for approval and posting.

Section 2. Lay Offs.

When a reduction in the work force becomes necessary, the Employee with the least seniority shall be laid off first. The last Employee laid off shall be the first to be reached for work. An Employee on lay off shall have an opportunity to return to work within twenty-four (24) months of the time of the Employee's lay off before any new Employee who qualifies for recognition under Article 2 above is hired. Recalled Employees shall have fourteen (14) calendar days after notification of recall by registered mail at the Employee's last known address to report to work or forfeit all recall rights.

Section 3. Probationary Employees.

During the probationary period, a newly-hired or rehired Employee may be discharged at the sole discretion of the Employer. The probationary period shall be one (1) year for new Employees, rehired Employees and promoted Employees.

Section 4. Promotions.

An employee promoted to Sergeant may be returned to his/her previous position at the Employee's or Employer request during the first year in the new position. An Employee who has been promoted to a position outside the bargaining unit shall retain their bargaining unit seniority following such promotion. No bargaining unit seniority accrues while a person is employed in a non-bargaining unit position. An employee can elect to return to the bargaining unit at any time and upon returning they will begin to accrue seniority again.

Section 5. Shift Scheduling

Shifts will be scheduled based upon the Employer's needs.

ARTICLE 11 - DISCIPLINE

Section 1. The Employer will discipline non-probationary Employees for just cause only. Oral communications from the Chief of Police to Employees shall not constitute discipline as defined by this agreement. If these oral communications are reduced to writing, they will not be placed in an Employee's personnel file. Discipline will be in one or more of the following forms, to be determined solely at the discretion of the Employer:

- a. Written reprimand
- b. Suspension
- c. Demotion
- d. Discharge

(The appropriateness of the discipline determined by the Employer is a proper subject for arbitration under the grievance procedure.)

Section 2. An Employee who is to be suspended, demoted or discharged shall receive a written statement of cause of the suspension, demotion or discharge within 72 hours after the action has been taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The Union shall be provided with a copy of each such notice.

Section 3. Written reprimands, notices of suspension 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. Such signature shall not be an admission of guilt but only an acknowledgment of receipt and the Employee shall have the opportunity to attach a response to the reprimand or notice to the copy in the Employee's personnel file within one week after receipt of the Employer's written statement of cause for the written reprimand, suspension, demotion or discharge. The Employee will receive a copy of such reprimands and/or notices. Upon written request of the Employee, a written reprimand shall be removed from the Employee's personnel record if no further disciplinary action has been taken against the Employee within one (1) year following the date of the reprimand, or if no disciplinary action has been taken against the Employee for the same or related offenses within three (3) years following the date of the reprimand.

Section 4. A. Employees shall have the opportunity to request to have a representative present when being questioned regarding a possible disciplinary action.

Section 4. B. If an investigation is not commenced during the shift when the complaint was received, the Employee shall still have an opportunity to request a representative.

Section 5. Employees may not be suspended without pay for more than thirty (30) working days at a time. Suspended Employees will not accrue sick leave but shall accrue vacation while under suspension.

Section 6. Employees may examine their own individual personnel files as provided by Minnesota law, specifically Minn. Stat. §181.960 and 181.961. Only one personnel file shall be kept on each Employee.

Section 7. Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

ARTICLE 12 - WORK SCHEDULES

Section 1. Sole authority in establishing work schedules is vested in the Employer. The normal work year for a full-time Employee shall consist of 2,080 hours, to be accounted for by each Employee through schedule of hours worked and paid time off. 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.

Section 2. The normal shift shall not exceed twelve (12) hours, nor be less than two (2) hours. An Employee will not be required as a normal shift to work a split shift during any one calendar day.

Section 3. When the Employer determines changes in work shifts are necessary, at least forty-eight (48) hours advance notice shall be given to Employees and posted.

ARTICLE 13 - COURT TIME

An Employee who is required to appear in court during his/her off duty time shall receive overtime pay for three hours or actual time worked, whichever is more. If a scheduled court time occurs within five hours of the end of the Employee's scheduled duty no court time will be paid unless the hours within the pay period exceed 80 hours.

Cancellation by court administration with less than twenty-four hours' notice shall result in the minimum being paid.

ARTICLE 14 - OVERTIME

Section 1. Overtime shall be worked only at the specific authorization of the Employee's supervisor. The Employer has the right to require reasonable assignments of overtime work and such assignments shall be performed by the Employee except as otherwise provided in this Agreement.

Employees shall be compensated at one and one-half times the Employee's base rate of pay for hours worked beyond 80 hours in a two-week period. An Employee may choose to receive compensatory time at 1.5 times the overtime hours worked. Changes in shifts do not qualify the Employee for overtime.

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice. Overtime shall be calculated to the nearest ¼ of an hour. Overtime shifts shall be posted and made available to full-time officers prior to filling shifts with part-time Employees.

ARTICLE 15 - COMPENSATORY TIME

Section 1. A full-time employee who is eligible for overtime pay under any provision of this Agreement may request premium compensatory time. The approval of such requests shall be at the sole discretion of the Employer. Compensatory time will not be approved by the Employer once an

Employee has accumulated 80 hours of compensatory time.

Section 2. An Employee with a compensatory time balance at the end of the year shall be allowed to carryover up to 40 hours of Comp time into the next calendar year. All remaining comp time will be paid out each year. This payout will happen in conjunction with a regularly scheduled payroll in December.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1. Sick Leave.

- (a) **Rate of accrual:** Full-time employees shall earn sick leave at the rate of 3.69 hours for each 2 weeks (1 day per calendar month) of service. An employee shall be eligible to use sick leave as accrued and accumulated, in accordance with the sick leave policy. Part-time employees hired to work 20 or more hours per week are eligible to receive pro-rated sick leave benefits.
- (b) **Sick Leave Usage:** Sick leave may be used only for personal injury, illness, legal quarantine, or preventive medical care. Sick leave may also be used to care for your child, step child, adult child, spouse, sibling, parent, grandparent, or stepparent as defined by state law. Sick leave usage to care for an adult child, spouse, sibling, parent, grandparent, or stepparent is limited to 160 hours per year. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the first date an employee uses sick leave for this purpose.

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Sick leave is a privilege, not a right. Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Sick leave may be used as follows:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.
- To care for the employee's injured or ill child, step child, adult child, spouse, sibling, parent, grandparent, or stepparent as defined by state law, for such reasonable periods as the employee's attendance may be necessary.
- To family members (as defined by law) to a medical, dental or other care provider appointment.

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

- (c) **Employee Responsibility:** To be eligible for sick leave pay, the employee will:
- Communicate with his/her immediate supervisor, either before or as soon as possible after the scheduled start of the work day, for each and every day absent;
 - Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
 - Submit a physician's statement upon request.
- (d) **Medical Doctor Certificate:** After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

The City has the right to obtain a second medical opinion to determine the validity of an employee's worker's compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

- (e) **Accumulation:** Sick leave shall accumulate with no maximum limit on the number of days allowed to accrue.
- (f) **False claims:** An inappropriate claim of sick leave may be cause for disciplinary action up to and including discharge. (For example, spending down sick leave balance while not sick prior to termination or retirement). Employees are not allowed to manipulate sick leave or other types of leave in order to accumulate overtime or compensatory time. (For example, calling in sick and then working an overtime shift.)
- (g) **Sick Leave Donation:** Extended sick pay may be granted through the voluntary donation and transfer of accrued sick leave from other employees. An employee may donate up to a maximum of 3 days of accumulated sick leave per calendar year per employee. An employee may receive a donation of up to 30 working days sick leave for any one occurrence. Donated sick leave may only be used for the employee's sick leave under this policy, not for the sickness of family members. Sick leave shall be donated and received on an hour for an hour basis. No consideration for differences in wage rates shall be applied to the transfer.

Before the extended sick pay begins, all of the employee's sick leave, vacation, compensatory time, and floating holiday must have been taken, either prior to or during the illness.

- (h) **Use after notice of resignation:** Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Administrator.

Section 2. Jury Duty.

Employees called for jury duty, or subpoenaed to testify in court shall suffer no loss in their normal salary. The Cambridge Police Department will continue the Employee's salary, less the amount of the jury/witness payment, during such service. The Employee may, however, retain any mileage allowance. The Employee must notify his/her supervisor or the Chief of Police as far in advance as possible when the Employee receives a subpoena or notice of jury duty.

Section 3. Military Reserve/Military Leaves.

The Employer will comply with the minimum requirements imposed by the laws of the State of Minnesota and the United States. Military leaves will be granted upon request. Full-time Employees will receive the difference between the Employee's regular rate of pay and the lesser military pay for a period of 15 days of annual military duty. Military leaves shall not count against the Employee's vacation time. All leaves shall be consistent with applicable Minnesota Statutes and Federal Statutes.

Section 4. Leaves Without Pay.

Employees may request a leave of absence without pay to allow for time away from work that is not covered by vacation or sick days. The Chief of Police and City Administrator must authorize this leave without pay and it may not exceed a period of 90 days, except in case of extraordinary circumstances. Vacation benefits and sick days will not accrue during this time.

Section 5. Maternity Paternity.

The Employer will comply with applicable State and Federal statutes. Extensions may be granted only by agreement of the City Administrator.

Section 6. Personal Leave.

Employees are entitled to personal leave upon approval of the Chief. Personal leave will be deducted from accumulated sick leave. Employees are limited to twenty-four (24) hours per year.

Section 7. Funeral Leave.

Employees may use sick leave to attend a funeral. An Employee may use three (3) days (shifts) of sick leave to attend a funeral for his/her or spouse's parent, grandparent, child, step-child, or spouse. An Employee may use one (1) day (shift) of sick leave to attend any other funeral. If the employee does not have a sufficient balance of sick leave, they shall be allowed to use vacation leave, comp time, floating holidays, or take the time unpaid.

ARTICLE 17 - SEVERANCE PAY

Section 1. Separation

An employee that is eligible to draw PERA by retirement or disability and has a minimum of fifteen years of service with the City of Cambridge will be entitled to 75 percent of a maximum of 960 unused sick leave hours as severance pay. The severance pay will be restricted to payment to the Minnesota State Retirement System for a health insurance premium account.

An employee with ten years of service will be entitled to a payout of their sick leave balance with a maximum of 200 hours as severance payment upon termination of employment unless the employee is terminated for cause.

An employee with at least 10 years of employment with the City of Cambridge who leaves employment in good standing must have the vacation severance payment payable to a health care savings plan through the Minnesota State Retirement System provided the severance payment is more than \$200.00. If the payment is less than \$200, the severance payment will be paid directly to the employee. An employee that leaves in good standing with less than 10 years of employment will have their vacation balance paid with the employee's final paycheck.

ARTICLE 18 - VACATION LEAVE

Section 1.

- (a) Full-time employees shall be eligible to earn vacation leave in accordance with the following schedule. With Council approval, the City Administrator or designee may modify the vacation accumulation schedule for a new employee or employee transferring positions.

For Full-Time Employees:

Years of Service	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1 ½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10 through 14 years	6.16 hours each 2 weeks of work (4 weeks annually)
15+ years	7.69 hours each 2 weeks (5 weeks annually)

- (b) Employees are encouraged to take vacations on a regular basis; however, employees shall be allowed to accumulate up to 320 hours of vacation leave. Once an employee reaches the 320 hour maximum, no additional vacation leave will be earned until the balance falls below 320 hours. At the end of the calendar year, an employee may carry a maximum of 240 hours of accrued vacation leave into the next calendar year. Any accrued vacation leave in excess of 240 hours will be forfeited at close of business on December 31.
- (c) An employee who leaves the employment of the City in good standing shall be compensated for vacation leave accrued and unused at the time of the termination, up to a total of 240 hours. An employee who does not complete the learning and evaluation period shall not be eligible for compensation in accordance with this clause.

Section 2. Vacation requests shall be made to the person in charge of scheduling at least two (2) weeks in advance. The Chief shall attempt to honor requests and may make exceptions to the two-week notice. If two conflicting requests cannot be granted due to police needs, seniority shall prevail.

ARTICLE 19 - HOLIDAYS

Each full-time employee will be given an annual holiday bank of 104 hours. These hours can be used either as a paid holiday or as a paid day off. Maximum number of hours that can be used on any day is twelve (12) hours. Any unused hours shall be paid out on an annual basis at straight time with the first payroll in December or at termination at their current hourly rate. If an employee desires to save holiday hours for use on Christmas Eve and Christmas Day, these hours can be saved for use and will not be included in the payout as long as the employee notifies the Finance Department prior to processing the first payroll in December.

If an employee leaves employment with the City and has used all of their holiday hours, the employee must pay back eight holiday hours for each holiday that has not occurred yet as a deduction from their final paycheck. In the event there are not sufficient hours in the final paycheck to pay back the holiday hours, the employee will provide a personal check for balance due. (For example, if the employee uses 104 hours prior to July 1, the employee would payback 56 holiday hours.)

Section 2. An Employee required to work on any of the holidays listed below:

January 1	New Year's Day
Third Monday In January	MLK Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Friday In November	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 24	Christmas Eve Day
December 25	Christmas Day

shall be paid at one and one-half times their regular rate of pay for all hours worked in addition to the holiday time if they elect to use hours from their holiday bank.

An employee called into work by the Chief or Chief's designee on the 4th of July, Thanksgiving, Christmas Eve, and Christmas Day to cover a specific shift or detail shall be paid two times their regular rate of pay for all hours worked in addition to the holiday time if they elect to use hours from their holiday bank.

ARTICLE 20 - INJURY ON DUTY

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid while so injured and unable to work, the difference between the Employer's regular pay and Worker's Compensation insurance payments, for a period not to exceed one-hundred twenty (120) working days per injury, not charged to the Employee's vacation, sick leave or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working days waiting period shall be charged to the Employee's sick leave account, less Worker's Compensation insurance payments.

To qualify for Injury on Duty Pay, the injury must be compensable under the provisions of the Worker's Compensation Act. Periodic payments received under this Article, when combined with Worker's Compensation payments, shall not exceed the Employee's regular periodic pay check as averaged over the past 12-month period from Employer.

ARTICLE 21 - PERSONAL LIABILITY INSURANCE

The City will maintain current personal injury liability insurance coverage throughout the duration of the contract. The Employer shall furnish legal counsel to defend any Police Officer in all actions brought against such Officer to recover damages for alleged false arrest or alleged injury to person,

property or character, when such alleged false arrest or alleged injury to person, property or character was the result of an arrest made by such Officer in good faith and in the performance of his/her official duties, and shall pay reasonable costs and expenses of defending such suit, including witness fees and reasonable counsel fees.

Any off-duty job, whether part-time or full-time, that is not a part of the Employee's normal course of duties, or otherwise specifically directed by the Employer shall not be covered by this Article.

ARTICLE 22- ADDITIONAL PART-TIME WORK

The Employer shall contract with all businesses or individuals within the City of Cambridge required to employ the services of Police Officers at the rate to be determined solely by the Employer. Bargaining unit members will be offered the work on a rotating basis.

ARTICLE 23 - SALARIES AND BENEFITS

Employees shall receive a 4% COLA in year 1 (2023), with 2.75% COLAs in years 2 (2024) and 3 (2025). Additionally, employees described within this bargaining unit shall be subject to a "Me Too" clause, meaning if another group of employees receives a COLA in excess of that granted under this contract that those represented under this contract shall be entitled to the same COLA.

	Sergeant	Grade 13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	2022		35.19	36.43	37.70	39.02	40.39	41.80	43.26	44.77	46.34
4.00%	2023		36.60	37.89	39.21	40.58	42.01	43.47	44.99	46.56	48.19
2.75%	2024		37.61	38.93	40.29	41.70	43.17	44.67	46.23	47.84	49.52
2.75%	2025		38.64	40.00	41.40	42.85	44.36	45.90	47.50	49.16	50.88

Longevity pay: (.0025 x base wage) x years of service. Longevity pay is based upon length of service as a full-time Officer in Cambridge from date of hire. Longevity for part-time employees shall be prorated based upon 2080 hours of work equaling one year.

ARTICLE 24 – HEALTH INSURANCE

The City shall contribute to the following insurance coverage for each of its full-time employees:

1. Medical
2. Dental
3. Life

The Employer will pay 90% of the premiums, and the employee will pay 10% of the premiums. The health insurance plan will be a plan with deductibles established by the Employer, provided the deductibles shall be no greater than \$1,000 per individual and \$2,000 per family. The health insurance plan will pay co-insurance claims at 80% plan pay/20% employee pay for in-network providers and 60% plan pay/40% employee pay for out-of-network providers, provided that the plan may, at the Employer’s discretion, pay greater percentages for certain coverages or procedures.

Part-time employees hired to work 30 hours or more per week are eligible to receive pro-rated health insurance benefits.

The Employer and Union agree that the above language, establishing minimum requirements, and giving the Employer discretion to provide a greater level of benefits, constitutes the Union's consent to any change in the aggregate value of health insurance under Minn. Stat. § 471.6161, so long as the base required deductibles/percentages are provided.

The City will establish a fund of up to \$1,500 per employee per year for 2023, 2024, and 2025 to assist the employee's payment of the medical insurance out of pocket costs. Part-time employees hired to work 30 hours or more per week are eligible to receive a pro-rated fund contribution.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act, its regulations, or causes the Employer to be the subject of a penalty, tax, or fine, either party may request that the other party meet and negotiate over amendments to those health insurance provisions that the requesting party deems necessary. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06 and the rights and obligations of the Employer shall be subject to Minn. Stat. §179.07.

ARTICLE 25 – UNIFORM ALLOWANCE

Each year the Employer will provide approved uniform items. The amount for footwear, cleaning, and incidentals is set at \$350. All proposed equipment to be used on duty shall be pre-approved by the Chief of Police.

An employee assigned to criminal investigations shall receive an annual clothing allowance of \$400 for clothing, and \$350 for footwear, cleaning, and incidentals. If an article of plain clothing is damaged as a result of a criminal investigation or undercover work, the article will be replaced with a like kind. This shall be disbursed upon receipt of documentation of clothing purchases.

ARTICLE 26 – TUITION REIMBURSEMENT

Tuition shall be reimbursed by the Employer at 70 percent of the cost upon proof of satisfactory completion of college courses that directly relate to and are beneficial to a law enforcement career. Tuition reimbursement shall be limited to \$500 per year for each Employee. The reimbursement shall not occur if the course is not completed with a minimum of a "C" or equivalent grade. An Employee intending to take a college course and obtain tuition reimbursement must first obtain approval by the Chief of Police that said proposed course directly relates to and is beneficial to a law enforcement career.

ARTICLE 27- SHIFT DIFFERENTIAL

Shift differential pay of \$1.00 per hour shall be paid to Employees for all hours worked between the hours of 6 pm to 6 am.

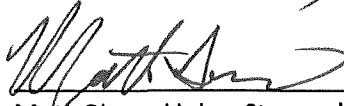
ARTICLE 28 - DURATION

This Agreement shall become effective January 1, 2023, and shall remain in effect until December 31, 2025, pursuant to Minn. Stat. 179A, et. seq.

Law Enforcement Labor Services, Inc.

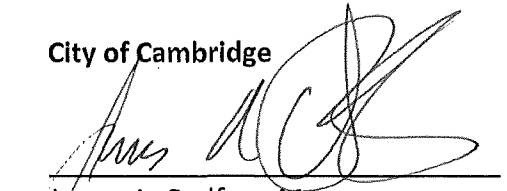


Doug Henning, Business Agent

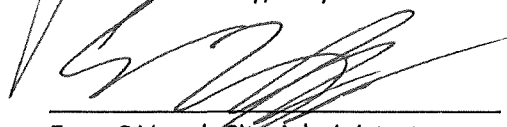


Matt Giese, Union Steward

City of Cambridge



James A. Godfrey, Mayor



Evan C Vogel, City Administrator

APPENDIX A

The date of full-time employment to be used for determining step adjustments for current employees is as follows:

Name	Promotion Date	Full Years of Seniority
Matt Giese	March 30, 2019	3 years
Chad Saelens	January 1, 2015 To February 5, 2019 October 5, 2020	6 years