

LABOR AGREEMENT

BETWEEN



AND



**CHAMPLIN POLICE DEPARTMENT
SUPERVISORY
(LOCAL #295)**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Champlin, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

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

The Employer and the Union through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of the City of Champlin. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, subd. 14, for all police personnel in the following job classification:

POLICE SERGEANT

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

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local #295)
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Champlin Police Department.
- 3.5 EMPLOYER: The City of Champlin.
- 3.6 CHIEF: The Chief of the Champlin Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc, Local #295

- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT FOR SERGEANTS: A consecutive work period including rest breaks and a meal break.
- 3.10 REST BREAKS: Periods during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.11 MEAL BREAK FOR SERGEANTS: A period during the scheduled shift during which the Employee remains on continual duty, and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to administer functions and programs, to establish and amend budgets; to determine the utilization of technology, to establish and modify the organizational structure; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 5 - UNION SECURITY

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate Employees from the bargaining unit to act as steward and an alternate, and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer, as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 - EMPLOYEE RIGHTS - 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 shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 5.2 of this Agreement.
- 6.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided 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.
- 6.4 **PROCEDURE:** Grievances, as defined by Section 6. 1, shall be resolved in conformance with the following procedures:

STEP 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 2A within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 2A by the Union within ten (10) calendar days shall be considered waived.

STEP 2A. If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

STEP 3. A grievance unresolved in Step 2A and appealed to Step 3 by the Union 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.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 WAIVER

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

6.7 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 Step 3 of Article 6 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of Article 6, the grievance is not subject to the arbitration procedure set forth herein except that with respect to statutes under the jurisdiction of

the United States Equal Employment Opportunity Commission or the Minnesota Department of Human Rights, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 of this Article or another appeal procedure and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 3 of this grievance procedure.

In the event that any state or federal court in Minnesota or any federal court of appeals or the United States Supreme Court disagrees with, overrules or otherwise declines to follow the holding in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F2d 424 (7th Cir.1992) cert. Denied 506 U.S. 906 (1992) the interpretation of Section 6.7 will no longer apply.

ARTICLE 7 - SAVINGS CLAUSE

In the event 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 - SENIORITY

- 8.1 Seniority shall be determined by the employee's length of continuous employment with the Champlin Police Department as a Police Sergeant and posted in the appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specified classifications.
- 8.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in the employee's previous position at the sole discretion of the Employer.
- 8.3 A reduction of the work force will be accomplished on the basis of job classification seniority. Employees shall be recalled from lay off on the basis of seniority. An employee on lay off shall have an opportunity to return to work within two (2) years of the time of the employee's layoff before any new employee is hired.
- 8.4 Senior employees shall be given shift assignment preference with regard to patrol shifts. Other assignments and duties will be assigned by the Police Chief on the basis of qualifications and yearly performance evaluations. A reasonable attempt must be made to rotate these positions on a regular basis so that all employees have an opportunity to work them.
- 8.5 Senior employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 8.6 One continuous vacation period shall be selected on the basis of seniority between January 1st through the following April 15th.

- 8.7 Employees shall have the right to bid on shifts at least once a year. If a new shift is created or there is an opening on an existing shift during the year, the Employees shall be permitted to bid all shifts.
- 8.8 Any new or rehired employee shall be regarded as a permanent employee only after the employee has successfully worked twelve (12) calendar months for the City, unless the Employer, the employee, and the representative mutually agree to extend the probationary period for another six (6) months (maximum). Also, promotional employees must serve a six (6) month probationary period before obtaining the status of permanent employee. The training of probationary employees will not constitute the creating of a new shift during the training period. Probationary employees in training shall not have the right to bid on shifts.

ARTICLE 9 -- DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 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 the signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 Except in cases of Veterans, discharges will be preceded by a five (5) day suspension without pay.
- 9.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 9.7 Grievances relating to this Article shall be initiated by the Union at Step 2 of the grievance procedure under Article 6.

ARTICLE 10- CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 11 - WORK SCHEDULES

The normal work year is two thousand and eighty hours (2,080) to be accounted for by each full-time employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time;

ARTICLE 12 - OVERTIME

- 12.1 Employees will be compensated at one and one-half (1-1/2) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Employees will be paid time and one-half (1-1/2) for those hours that are different from their regular schedule when there is less than twenty-four (24) hours notice of the change in the regular shift.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by Employees will, for record purposes under Article 12.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have an obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 12.7 The Employer shall have the option to pay overtime or grant compensatory time, both at the rate of one and one-half (1-1/2) times, for each overtime hour worked. The use of compensatory time, if available, shall be by mutual agreement between the employee and the Employer. Compensatory time shall be allowed to accrue to a maximum of sixty (60) straight time hours per employee. The Employer retains the option to pay off all unused accumulated comp time.
- 12.8 City agrees to pay Sergeants who are not scheduled during that shift, at the overtime rate for all department-wide mandatory meetings. Sergeants will be paid comp time at the overtime rate for the bi-monthly Sergeant's/Supervisor's meetings with the Chief a minimum of 2 hours.

ARTICLE 13 - COURT TIME / STANDBY TIME / CALL BACK TIME

- 13.1 Court Time: An Employee who is required to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum. If

the employee's last scheduled shift ends after midnight on the day of the court appearance, the employee shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. Employees, with less than 24 hours' notice of court cancellation, will be paid the minimum two (2) hours standby pay.

- 13.2 Standby Time: Employees required by the Employer to standby for court shall be paid for such standby time at the rate of one hour's pay for each hour on standby. Employees with less than 24 hours' notice of court cancellation will be paid a minimum two (2) hours standby pay.
- 13.3: Call Back Time: An Employee who is called back to duty with less than 16 hours' notice during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 14 - WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment. The Employee shall assume the higher classification only upon approval of the City Council of the City of Champlin.

ARTICLE 15 - VACATIONS

Employees shall accrue vacation leave with pay according to the schedule below. Vacation will accrue but may not be used by a new employee during the employee's first six (6) months on the job.

VACATION SCHEDULE:

Minimum Continuous Service Time Required From Date of Employment	Rate of Vacation Accrued
0-5 Years of Service	80 hours annually
6-10 Years of Service	120 hours annually
11 Years of service and Over	1 additional day, 8 hours per year not to exceed 200 hours per year

Employees may accumulate to a maximum of forty (40) hours in excess of their yearly accrual rates. Employees may accrue vacation leave in excess of the established maximums to be granted by the City Administrator if it is considered in the best interest of the City. Requests for amounts in excess of the established maximums must be forwarded in writing to the City Administrator no later than October 1 of that particular year. Failure to follow this procedure will

result in the loss of any vacation leave in excess of the established maximum at the end of the calendar year.

For the life of this Agreement, Employees who have been with the City of Champlin for at least three (3) years and who have accrued and currently maintain a balance of over one-hundred twenty (120) hours vacation leave time will be allowed to convert up to sixty (60) hours of accumulated vacation leave to deferred compensation deposits. Deposits in combination with all other payments to the deferred compensation accounts are subject to the maximum deferral regulations. Additional vacation leave, in excess of sixty (60) hours, may be converted to deferred compensation at half the employee's rate of pay, providing that the employee retains a vacation leave balance of at least eighty (80) hours.

Balances and pay rates for the last payroll ending date, prior to October 1, will be used for conversion calculations. Deposits will be made with the payroll for the first October payroll ending date. The employee must submit a written request stating the number of hours of vacation leave to be converted to deferred compensation by September 1 of each year to be eligible for that year.

ARTICLE 16 - HOLIDAYS

Employees may choose to be paid for twelve and one half (12 ½*) holidays or to have twelve and one half (12 ½ *) holidays off each year. Each Employee must designate the total number of hours they wish to be converted to cash and the total number of hours they will take as holiday time by November 1st of each year and make this choice in writing to the Chief of Police or his designee at that time. This choice shall last for the next calendar year. Any requests for changes during the calendar year must be submitted by the Employee and will be authorized at the discretion of the Employer. For those employees choosing payment, payment will be made on or about December 1st annually.

New Year's Day	Indigenous Peoples Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Post-Thanksgiving Day
Juneteenth (6/19)	Christmas Eve Day (4) hours if City Hall is closed *
Independence Day	Christmas Day
Labor Day	

*Christmas Eve is only observed when it falls on Monday through Thursday.

Employees cannot take more than two (2) holidays together. There shall be no time limit on holiday leave. Seven (7) days' notice must be given to be allowed holiday leave. Upon approval by the Chief, and on a case-by-case basis, employees who are normally scheduled off on a holiday may have the option to work four, ten-hour shifts, rather than using holiday leave during the week of the holiday. Employees can carry over up to twenty-four (24) hours of Holiday Hours each year.

ARTICLE 17 - SICK LEAVE

Sick leave will accrue to the employee during the employee's initial six (6) month on-the-job but may not be used by the employee during that period.

Sick leave shall apply only to permanent, full-time employees. Employees shall earn sick leave at the rate of eight (8) hours per month for each month of service. Sick leave shall accumulate to a maximum of one thousand forty (1,040) hours. After the maximum amount of one thousand forty (1,040) hours is reached, employees shall earn sick leave at the rate of one-half (1/2) of the established accrual rate. Such banked time shall not be used until all other accumulated sick leave has been exhausted.

Sick leave may be used for absences due to an illness or injury of the employee, the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandparent, grandchild or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The use of sick leave for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent may not exceed 160 hours in any 12 month period. Absence due to illness or injury of those listed other than the employee must be to provide care or assistance to those persons.

Any employee who has been absent due to illness of more than two duty shifts (24 hours) in a pay period, or if there is an identified pattern of absences, may be required by the Employer to furnish proof of illness such as a doctor's report.

17.1 Pregnancy and Parenting Leave for Birth or Adoption of a Child

Sergeants are entitled to unpaid leave pursuant to Minnesota Statute 181.941, as amended, and federal law, except that the unpaid leave will be up to 90 days (720 hours). A Sergeant may use his/her sick leave, vacation, or compensatory time, not to exceed 90 days during this time period, and which shall run concurrently with any leave taken pursuant to state and federal law.

17.2 Conversion of Sick Leave

To Deferred Compensation: Employees who have been employed by the City of Champlin for at least three (3) years may convert unused sick leave in excess of nine-hundred sixty (960) hours at the end of the calendar year (December 31st) to deferred compensation at the rate of one hour of deferred compensation for each two (2) hours of sick leave.

To H.S.A.: Employees utilizing thirty two (32) hours or less of accrued sick time per year will be allowed to transfer the cash equivalent of twenty-four (24) hours per year of unused accrued sick time into their HSA account at their currently hourly rate of pay. Eligible employee would be required to maintain an accrued sick leave balance of 200 hours per year.

ARTICLE 18 - FALSE ARREST INSURANCE

The Employer will provide and pay for false arrest insurance.

ARTICLE 19 - TRAINING

1. The Employer will post announcements for those training schools to which employees may be sent.
2. Selection of attendees will be made by the Chief. Genuine effort shall be made to send as many employees to school as practicable.
3. The Employer will provide the minimum required hours of P.O.S.T. training and licensure, and will pay 100% towards the cost of the employee's Peace Officer License.
4. Employees will be paid a minimum of two (2) hours straight time for all scheduled training and non-department-wide mandatory meetings and program meetings including, but not limited to Police Reserve meetings, FTO meetings, Explorer meetings, instructor meetings and Citizen Academy.
5. The Employer will reimburse the employee up to \$12 toward the cost of lunch during a training day provided that the training is scheduled for a full eight hours. Training

conducted within the City of Champlin or conducted by Champlin police staff is not eligible.

ARTICLE 20 - SAFETY

The Employer adheres to the principle that employees should work in a safe environment. Accordingly, each employee has an obligation to observe safe working practices and to alert the employee's supervisor to the existence of specific safety hazards.

ARTICLE 21 - UNION MEETINGS

An employee may not attend Union meetings during the employee's normally scheduled shift without prior approval of the Employer.

ARTICLE 22 - SEVERANCE PAY

22.1 The members of this bargaining unit will be covered by the City's sick leave severance benefit as outlined in the City's Personnel Policies as they may be amended from time to time.

In the event of reductions in the workforce, the City shall provide severance pay to permanent full-time employees who have one (1) year continuous service with the City, one (1) week's pay for each year employed to a maximum of ten (10) weeks. The severance pay shall be determined by the employee's rate of pay at the time of severance.

Payment: The City shall provide severance pay within 30 days following the eligible employee's severance date.

22.2 An Employee who notifies the City in writing of his/her impending retirement date at least six (6) months prior to the date will be entitled to payment of \$1,000. Once submitted, this notice is irrevocable. The City shall provide the early notification payment on the payday immediately following the retiring employee's severance date.

ARTICLE 23 - FUNERAL LEAVE

The Employer shall grant up to three (3) days of paid leave for an employee to attend a funeral in the event of a death of the following:

MOTHER	FATHER
SPOUSE	CHILDREN
BROTHER	SISTER
MOTHER-IN-LAW	FATHER-IN-LAW
GRANDPARENT	SISTER-IN-LAW
BROTHER-IN-LAW	NIECES AND NEPHEWS
STEP CHILDREN	STEP SIBLINGS
AUNT	UNCLE

The Employer shall allow leave for the utilization of one (1) sick leave day in conjunction with the three (3) days of funeral leave.

ARTICLE 24 - EDUCATIONAL COMPENSATION/TUITION REIMBURSEMENT

The City will reimburse employees attending job-related courses one hundred percent (100%) of the cost incurred by the employee for payment of tuition and fees and purchase of textbooks required for such courses, provided the following conditions are met:

1. The course has been approved by the City Administrator prior to registration for, or participation in, the course.
2. The employee attains a grade of "B" or better in the course, or in those cases where grades are not assigned, the employee must show proof of satisfactory completion of the course. The employee will be reimbursed for 50% of the cost if the employee attains a grade of "C".
3. The Employee has submitted a written critique of the course, stated the value of the training to the employee's position, and made such suggestions as may be pertinent for the conduct of future training sessions.
4. The attendance of the employee at course sessions has been satisfactory.

5. Employees who are receiving compensation or reimbursement for education costs from the Federal or State government shall not be eligible for additional reimbursement from the City.
6. The application for and reimbursement in the Educational Training Program must be filled out and approved by the City Administrator.

ARTICLE 25: INSURANCE

- 25.1 The Employer will pay the premium for twenty-thousand (\$20,000) life insurance policy on each regular full-time employee. Effective January 1, 2025, the Employer will pay the premium for thirty thousand (\$30,000) life insurance policy on each regular full-time employee.
- 25.2 The Employer agrees to contribute toward the premiums for the High Deductible Health Plan, dental and life insurance as follows:

FAMILY

City Contribution Toward Premium 2024: 1,380
2025: \$1,405

SINGLE

City Contribution Toward Premium 2024: \$954
2025: \$ 979

Effective January 1st, 2024, the Employer will contribute \$50.00 per month to an HSA account to each employee who chooses either the Medica Elect or Medica Vantage Plus insurance plans.

The amount that the City contributes for Opt Out for health insurance will be 50% of that year's monthly health insurance single premium, to a maximum of \$300 and the Opt Out for dental insurance will be \$25. Employees are eligible to opt out of insurance if they complete a Waiver Form and can prove they have minimum essential group coverage from another source.

- 25.3 Should the City of Champlin, during the term of this Agreement, agree through negotiations or mediation to pay more than the cap stated in this Labor Agreement, to any other bargaining unit within the City of Champlin, the employer shall then pay a like increased amount to the employees of the City of Champlin Police Sergeants Unit. Any awards from an arbitrator would not be considered as part of this Agreement.
- 25.4 Any employee who retires with a combination of years of service as a Minnesota P.O.S.T. Certified Peace Officer and age totaling eighty-five (85), and having a minimum of fifteen (15) years of service as a Champlin Police Officer, shall be entitled to fifty percent (50%) of the Employer's contribution for a bargaining unit employee's cost of single hospitalization and medical insurance premium until said employee reaches the age of sixty-five (65).
- 25.5 The Employer shall provide a Long-Term Disability Plan to be funded out of employee accrued sick leave and monthly payroll deductions. The employee agrees to contribute up to 8 hours of sick leave and .17% of annual salary per year toward the premium.
- 25.6 Retirement Health Savings Plan: The City will provide a Retirement Health Savings Plan benefit to the LELS (Sergeant's) Union as negotiated and approved by the City.

ARTICLE 26 - UNIFORMS

- 26.1 The Employer shall provide an annual cash clothing allowance of \$1,000 in 2024, \$1,050 in 2025 to each employee in the bargaining unit. The payment shall be made as per agreement between the parties. In addition, employees shall be allowed to purchase no more than one duty firearm in a five-year period using clothing allowance funds. The Employer has the option to waive this restriction.
- 26.2 **Personal Body Armor:** the Employer agrees to replace personal body armor of the employee after five years from the date of purchase. Sergeants who wish to purchase more expensive body armor will be responsible for the difference.
- 26.3 Any uniform/clothing damaged or contaminated in the line of duty shall be replaced on a prorated basis or maintained timely by the Employer.

Any personal items which are necessary to perform the duties of the position (i.e. watches or eye wear) damaged or contaminated in the line of duty, shall be replaced by the Employer at a reasonable dollar amount.

- 26.4 At the time of separation of employment, the Sergeant's will receive a prorated annual uniform allocation. The Sergeants agree to reimburse the City if prorated uniform allowance is overspent, via a severance pay deduction.

ARTICLE 27 - INJURY ON DUTY

- 27.1 Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Worker's Compensation Insurance payments for a period not to exceed ninety (90) 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.
- 27.2 The three (3) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation Insurance payments. If the period during which the employee is unable to work exceeds ten calendar days, the employee will be paid the difference between the employee's regular pay and Worker's Compensation Insurance payments from the first day of the injury not charged to the employee's vacation, sick leave or other accumulated paid benefits.

ARTICLE 28 - WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement even though such terms and conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

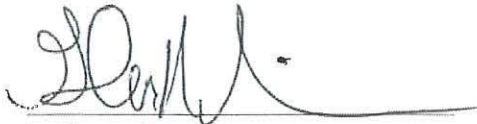
ARTICLE 29 - DURATION

This Agreement shall be effective January 1, 2024 and shall remain in full force and effect until the thirty-first day of December, 2025.

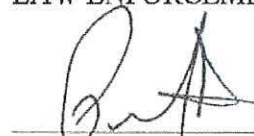
In Witness Whereof, the parties hereto have executed this Agreement and Appendix A on this 13th day of June, 2023.


CITY OF CHAMPLIN


City Administrator 6-15-23


Police Chief

LAW ENFORCEMENT LABOR SERVICES, INC


6-13-23
L.E.L.S. Business Agent


6-13-2023
L.E.L.S. Local #295 Steward

APPENDIX A: WAGE RATES

Years of Service	Salary	2024 (4%) plus (1%) Market Adjustment	2025 (4%) plus (1%) Market Adjustment
Start -	90 % of Salary	\$50.40	\$52.92
After one year of service -	95 % of Salary	\$53.19	\$55.85
After two years of service -	Top Salary	\$56.00	\$58.80

Longevity: Longevity is paid based upon total years of service with the Employer. Effective on the Employee's applicable anniversary date, the employee shall be paid according to the following longevity pay plan in addition to salary in each payroll period.

After 4 years of service -	3%
After 8 years of service -	5%
After 12 years of service -	7%
After 16 years of service -	9%