

AGREEMENT

Between

CITY OF CHISHOLM

and

LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL 108)



January 1, 2024 through December 31, 2026

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## **ARTICLE 1- PURPOSE**

This agreement entered into and between City of Chisholm, by and through the City Council, hereinafter referred to as CITY and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter referred to as "UNION".

The parties hereto, having come to agreement as to the terms and conditions of employment for the members of the bargaining unit, hereinafter described, do hereby enter into this agreement in accordance with the terms and conditions of Chapter 179A, Minnesota Statutes, as amended.

## **ARTICLE 2- BARGAINING UNIT**

The parties hereto agree that the appropriate Bargaining Unit, for the purposes of this Agreement, shall include all of the members of the Police Department of the City of Chisholm, exclusive of the Chief of such Department, and exclusive of part-time employees whose service does not exceed fourteen (14) hours per week.

## **ARTICLE 3 - RECOGNITION OR EXCLUSIVE REPRESENTATIVE**

The City does hereby recognize Law Enforcement Labor Services, Inc. as the exclusive representative for collective bargaining purposes of the employees contained within the bargaining unit defined above. The City further agrees not to enter into any agreement with the employees within the Bargaining Unit, either individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

## **ARTICLE 4 -MANAGEMENT RIGHTS**

The Union recognizes the right and obligation of the City, by and through its appropriately designated commission, to efficiently manage and conduct the operation of the Police Department within its legal limitations and with its primary obligation to provide adequate and proper police protection for the citizens of the City. The Union recognizes that the City has certain inherent managerial rights which are not subject to negotiation, including but not limited to the selecting, direction and number of personnel, the organizational structure, the overall budget, the management of the property and equipment of the department, the right to contract for any work it chooses, the right to hire, promote and retire employees, suspend, discharge or otherwise discipline employees for just cause, the laying off and calling to work of employees in connection with reduction of or increase in the working force, the scheduling of work and the control and regulation of the use of all equipment and other property of the City, provided, however, that in the exercise of such functions, the Council shall not alter any of the provisions of this agreement.

The Union further recognizes that the forgoing enumeration of City rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and these rights are reserved to the City.

The City reserves the right to take whatever action is necessary to carry out the functions of the City in situations of emergency, which are above and beyond normal occurrences.

## **ARTICLE 5 - UNION DUES CHECKOFF.**

The City agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of Local No. 108 as Union dues or initiation fees of the Union and to transmit such sums to the Union, together with a list of the names of the employees from whom pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Union, after which the Secretary shall notify the Clerk's Office to stop deductions.

## **ARTICLE 6 - SALARY SCHEDULE.**

Section 1. Salary Schedule - All employees shall be paid bi-weekly with paydays to be every second Friday at the following rates, step movement for employees hired after January 1, 2008 will be on anniversary date:

1. During contract year commencing January 1, 2024 and concluding December 31, 2024 Patrol Officers shall be paid at the rate of \$34.15 per hour.
2. During Contract year commencing January 1, 2025 and concluding December 31, 2025 Patrol Officers shall be paid at the rate of \$35.35 per hour.
3. During the Contract year commencing January 1, 2026 and concluding December 31, 2026 Patrol Officers shall be paid at the rate of \$36.59 per hour.

\*Note: Shift differential was eliminated, effective on the day that the 2015-2017 contract was fully executed, and wages were increased by .20/hour. In the event that the duration of shifts changes from the current 12 hour shifts, the shift differential may be reinstated and wages adjusted accordingly.

Sergeant Wage to be compensated at 105% of Top Patrol  
Lieutenant Wage to be compensated at 109% of Top Patrol  
Captain Wage to be compensated at 112% of the Top Patrol

- A. Clothing allowance in the amount of \$800 per year, by separate check, which shall be paid in December of each year (e.g., 2013 uniform allowance would not be paid out until December 2013.) Clothing allowance covers the purchases of clothing and cleaning of clothing. In return for such clothing allowance, employees will be expected to maintain their uniforms in a clean and presentable condition, and replace them at their own cost as replacement becomes necessary or as directed by the City or its appropriate supervisory official. In the event an employee leaves service to the Department during the year, his/her uniform allowance shall be pro-rated for that portion of the year worked.
- B. Each employee to be paid straight time for each hour spent attending required classes to maintain his or her police license. No employee shall be paid for more than 22 hours per year. (To be paid first payday of December of calendar year).

- C. The Employer will pay the P.O.S.T. License fee when due on behalf of each employee.
- D. Sunday pay shall be paid at time and one-quarter (1 1/4).
- E. Employees assigned to conduct field training for new employees shall receive an increase of \$1.00 per hour while performing those duties.
- F. The Employee assigned as the School Resource Officer shall receive a monthly stipend in the amount of \$150 which shall be added to the first payroll of each month during the time of assignment.

Section 2. Longevity payments: based upon years of completed satisfactory service the following amounts shall be added to the base pay of employees: h

Beginning first year to end of 3years	-0-
Beginning year 4 to end of 5 years	2% of base pay
Beginning year 6 to end of 10 years	3% of base pay
Beginning year 11 to end of 15 years	5% of base pay
Beginning year 16 to end of 20 years	7% of base pay
21 years and over	9% of base pay

Such longevity payments are monthly totals based upon years of service and are not commutative.

**ARTICLE 7 - HOURS OF WORK**

Section 1. The normal hours of work shall either be eight (8) hours per day, or forty (40) hours per week, or twelve (12) hours per day with an average forty (40) hours per week; i.e., a schedule with two thirty-six (36) hour weeks and one forty-eight (48) hour week would not require overtime compensation for any of the scheduled hours of work. All hours worked in excess of eight (8) per day or forty (40) per week for eight (8) hour shift, employee shall be compensated at one and one-half (1-1/2) times the regular rate of pay. All hours worked in excess of twelve (12) per day or an average forty (40) hours per week or an excess of the scheduled shift for twelve (12) hour shift, employees shall be compensated for at a one and one-half (1- 1/2) times their regular rate of pay. The Employer will be able to change permanently from eight (8) hours days to ten (10) hours days with notification to the Union.

Section 2. Each employee shall accumulate eight (8) hours of compensatory time per twenty-eight (28) day cycle to be used at a time approved by the Chief. An employee may accrue up to a maximum of ninety-six (96) hours of compensatory time during a calendar year. Upon exceeding ninety-six (96) hours, the employee must either take some of the compensatory time off or take any future overtime as pay. Accrued unused compensatory time shall be cashed out upon request of the employee; however employees may elect to carry over up to forty-eight (48) hours into the succeeding year.

Section 3. Should the twelve (12) hour shift be canceled, employees shall revert to the previous schedule or an agreed upon schedule.

Section 4. The Employer and Union agree to promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. At no time will there be less than two officers on duty on any given shift.

## **ARTICLE 8 - LAYOFF AND RECALL.**

Section 1. When a position in the Department is to be vacated, discontinued or abolished the City will notify the Union in writing, if possible, at least two (2) weeks in advance of the number of positions to be vacated, discontinued or abolished. Temporary, provisional, part-time and probationary employees shall be laid off first in the order named. Permanent employees to be laid off shall be determined as follows:

Section 2. An employee who receives notice of layoff may exercise their accumulated seniority to bump an employee with less seniority in a lower paid classification, provided the employee seeking a bump is qualified to perform the duties of the position into which the employee seeks to bump.

Section 3. Seniority standing shall be granted to all full-time employees. The standing is determined on the basis of the total length of continuous employment in the Department.

Section 4. Employees shall be laid off in the inverse order of seniority. In the event of rehiring, they shall be rehired according to seniority in the inverse order of layoffs.

Section 5. Notice of recall shall be by certified mail to the last mailing address, which the employee has furnished the City. Employees must respond within fourteen (14) days of receipt at the last mailing address of any offer of recall. An offer to recall, returned by the post office, shall constitute a refusal of the recall offer. Failure to respond on time to a recall offer shall constitute refusal of the offer.

Section 6. Upon recall, if an employee refuses to accept an appointment offered to the employee, the City may remove the employee's name from the re-employment list, and the employee shall be deemed separated from employment.

Section 7. Recall rights shall cease eighteen (18) months after an employee has been laid off and thereupon, such employee shall be deemed separated from employment and shall have no further recall rights.

## **ARTICLE 9 - SICK LEAVE**

Section 1. All employees hired after July 1, 1987, shall earn sick leave at the rate of twelve (12) hours per month of service, provided the employee works one-half (1/2) or more of the employee's regularly-scheduled shifts during a month, accumulative to twelve hundred (1,200) hours.

All employees hired after January 1, 2008 shall earn sick leave at the rate of twelve (12) hours per month of service, provided the employee works one-half (1/2) or more of the employee's regularly-scheduled shifts during a month, accumulative to seven hundred fifty (750) hours.

Newly employed officers with at least one (1) but less than five (5) years of experience with another agency shall be credited with one hundred (100) hours of sick leave upon commencing employment. Newly employed officers with five (5) or more years of experience with another agency shall be credited with two hundred (200) hours of sick time upon commencing employment.

Section 2. An employee may be required to present evidence, including a doctor's certificate, to the Chief of the employee's inability to work due to an illness or accident in order to be entitled to sick leave pay.

Section 3. If an employee sustains a work-related injury for which the employee is entitled to and receives Worker's Compensation, the City agrees that for a period not to exceed one (1) year from and after such injury, it will pay to the employee the difference between the employee's Worker's Compensation payments and the employee's base pay, together with longevity pay (if employee usually receives longevity pay.) After one (1) year, the City shall continue to pay such difference, but such payments shall be charged against the accumulated sick leave of such employee, and shall last only as long as said accumulated sick leave shall last.

Section 4. Leave of absence requested shall be completed before employee returns to work or requests another leave of absence.

Section 5. All employees shall be entitled to use sick leave for their own illnesses and injuries and for those of their family members as defined in and restricted by Minn. Stat. Sections 181.9413. Sick leave may also be used for safety leave purposes as set forth in the statute.

Section 6. In the event an employee receives sick leave payments from the City for an injury received off the job, then is reimbursed by a third party for the employee's time off the job as a result of such injury, said employee shall reimburse the City for such sick leave paid. The sick leave reimbursement shall be the amount paid by the City as sick leave resulting from that injury or the amount of reimbursement for lost pay received by the employee, whichever is smaller. Any sick leave paid by the City and subsequently reimbursed by the employee, shall be reinstated to the employee's accrued sick leave record.

Section 7. Effective January 1, 2018, Employees will be eligible for a sick leave bonus based on the following:

Shifts Per Year of Used Sick Leave	Days of Pay (at 8 hour days)
0 - 1 shift	5
More than 1 -2 shifts	4
More than 2-3 shifts	3

More than 3-4 shifts	2
More than 4-5 shifts	1
More than 5 shifts	0

Employees who suffer a worker's compensation related injury while employed by the Employer shall have the option of utilizing one third (1/3) day of sick leave, or no sick leave to remain qualified for the sick leave bonus. It would exclude employees who request and are granted a leave of absence exceeding five (5) days. The sick leave bonuses will coincide with the calendar year. The sick leave bonus check will then be issued the first pay period of January on a separate check.

**ARTICLE 10 - HOLIDAYS**

Section 1. All regular employees shall be paid eight (8) hours pay at straight time hourly rates for the following holidays, to wit:

- |                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | Fourth of July              |
| Thanksgiving Day       | President's Day             |
| Labor Day              | Christmas Day               |
| Good Friday            | Columbus Day                |
| Birthday               | Memorial Day                |
| Veteran's Day          | Personal Day (7-day notice) |
| Martin Luther King Day | Juneteenth                  |

Section 2. All regular employees who are required to work on any of the above-mentioned paid holidays, shall be compensated at time and one-half (1-1/2) for each hour worked in addition to their holiday pay.

Section 3. When a paid holiday falls on the employee's scheduled day off, the employee shall receive eight (8) hours pay. When a holiday falls during an employee's vacation period, the employee shall receive an additional eight (8) hours of pay. Any employee who is called in from their scheduled time off to work a city recognized holiday shall be paid their 8 hours of holiday pay at their regular base rate, plus two (2) times their base rate for all hours actually worked on that City recognized holiday. This provision shall not apply to voluntary shift switching.

Section 4. In order to qualify for holiday pay for a holiday not worked, it is required that the employee shall have worked the employee's last scheduled workday or shift prior to, and first scheduled workday or shift following the holiday, unless the employee is absent before or after a holiday for such reasons as scheduled vacation, sick leave, jury duty or death in the employee's immediate family.

**ARTICLE 11 - VACATIONS**

Section 1. Each employee shall receive a vacation with pay as follows:



All Regular employees hired after July 1, 1987 and future hires:

- A. Employees shall earn three point three three (3.33) hours paid vacation per month during their first year of employment to be taken after they have completed one (1) year of service and have one (1) year seniority.
- B. Employees who have completed two (2) years of service and have two (2) years of seniority shall receive six point six seven (6.67) hours of paid vacation per month during the succeeding year.
- C. Employees who have completed five (5) years of service and have five (5) years of seniority shall receive ten (10) hours of paid vacation per month during the succeeding year.
- D. Employees who have completed ten (10) years of service and have ten (10) years of seniority shall receive thirteen point three three (13.33) hours of paid vacation per month during the succeeding year.
- E. Employees who have completed fifteen (15) years of service and have fifteen (15) years of seniority shall receive sixteen point six seven (16.67) hours of paid vacation per month during the succeeding year.
- F. Employees who have completed twenty (20) year of service and have twenty (20) years of seniority shall receive twenty (20) hours of paid vacation per month during the succeeding year.

Newly employed officers with at least one (1) but less than five (5) years of experience with another agency shall be credited with forty (40) hours of vacation time upon commencing employment. Newly employed officers with five (5) or more years of experience with another agency shall be credited with eighty (80) hours of vacation time upon commencing employment.

Section 2. In determining vacation period, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the service will permit. It is understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees. Arrangement for the dates and times for vacation shall be made between the employee and the Chief.

Section 3. Employees shall be allowed to accumulate up to eighteen (18) months at their established accumulation rate as per years of service. In the event that an employee's use of sick leave, military leave, workers comp, or FMLA leave, or if scheduling issues exist beyond the employee's control, that interfere with the employee's ability to use vacation so that the maximum accumulation is exceeded, the employee shall be allowed to utilize the excess within a time period as agreed upon by the employee and management, but in no event beyond the following year.

Section 4. The vacation period of an employee shall not be split except by mutual agreement of the employee and the Chief.

Section 5. Upon termination of employment for any cause, employees shall be paid any accumulated vacation credit, up to sixteen (16) months, including prorated payments for periods of less than one year provided, however, that the employee has given proper notice of the employee's termination of employment, if applicable.

## **ARTICLE 12 - EMERGENCY LEAVE**

Three (3) days absence without loss of pay shall be allowed an employee in case of death in the immediate family. Immediate family is defined as wife, husband, child, parent, brother, sister, grandchild or grandparents of either the employee or the employee's spouse. Two (2) days may be allowed at the discretion of the City in the event that travel is necessary. One (1) day will be allowed for funeral of other relatives. Funeral leave will not be in addition to other paid leaves.

## **ARTICLE 13 - INSURANCE PROGRAM**

Section 1. Medical, Hospitalization and Dental Insurance: Premium Contributions. The Employer will provide and pay the premiums for hospitalization, medical and dental coverage for the employee and the employee's family coverage to maximum premiums as follows: The Employer will pay 80% of the premium costs and the employee will pay 20%.

Employees desiring to change a coverage option must notify the Employer prior to December 15<sup>th</sup> of the year preceding the change.

Section 2. Medical, Hospitalization and Dental Insurance: Plans and Deductible Contributions. Employees hired before January 1, 2008 shall have the option of two (2) plans, Aware Gold Plan #4 and the VEBA 831 Plan. Employees hired after January 1, 2008 will only have the VEBA 831 option. For employees choosing the VEBA Plan, the City shall contribute a monthly contribution of \$150.00 (\$1,800.00 yearly) for single coverage and \$300.00 per month (\$3,600.00 yearly) for family coverage toward the employee's deductible. In the event that an employee has eligible expenses that exceed the City's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the City for the VEBA contribution prorated on a monthly basis for any full month that remains if the City has advanced payment.

Section 3. Life Insurance. The City agrees to provide and pay for the premiums for a life insurance program as follows:

- A. \$50,000 per active employee, together with \$50,000 double indemnity in case of accidental death and dismemberment insurance.
- B. \$10,000 term life policy for retirees.

Section 4. Retired Employee's Coverage.

- A. Any employee who retires on or after February 1, 1972, shall become eligible for the supplemental insurance coverage or insurance program then in effect with the Police Department, provided, however, that such retired employee is eligible for and is receiving retirement benefits under either the Police Relief Association Retirement Act or the Firemen's Relief Association Retirement Act or PERA. (Employees hired after June 30, 1991 must have at least ten (10) year's seniority to be eligible for supplemental coverage.)
- B. For each employee eligible under Section A, above the City will continue to provide hospitalization and medical insurance coverage in the same program as the regular employees.

In the event that the retired member is entitled to Federal Social Security Medicare benefits, the City shall then provide a supplemental hospital-medical coverage to supplement the Medicare coverage.

- C. A retiring employee may choose single coverage, or family coverage, or choose to not be covered by the City's hospitalization and medical insurance plans. The City shall pay the premiums for single coverage under either option contained in Section B, above. The City shall pay an amount equivalent to single coverage towards the family premium for employees who choose family coverage, and the employee shall pay the difference between single coverage and family coverage to the City Clerk on a monthly, quarterly, or other basis as agreed upon with the City.
- D. At the time of retirement, all employees who have accumulated sick leave days to their credit, shall be credited with an amount equal to one hundred percent (100%) of the value of their unused sick leave accumulation as of the date of retirement. The value of the unused sick leave accumulation shall be deposited into the employee's post-employment health care savings account
- E. Each employee who has a maximum accumulation of twelve hundred (1,200) sick leave hours shall be entitled to eight (8) hours bonus each month that he/she maintains the twelve hundred (1,200) hours maximum. The value of the unused sick leave accumulation shall be deposited into the employee's post-employment health care savings account. The maximum accumulation of bonus hours shall be four hundred forty (440) hours. Whenever an employee's twelve hundred (1,200) hours maximum drops by virtue of using the basic sick leave time, he/she shall not accumulate bonus days until he/she has reached the twelve hundred (1,200) basic sick leave maximum at a time when an employee has exhausted the basic twelve hundred (1,200) hours of sick leave and has bonus hours in the bank, he/she may not use such bonus hours for extended illness hours. It is further agreed that at the time of retirement, the employee shall be entitled to all of the bonus hours accumulated as a vacation credit, and shall be paid to the employee at the time of retirement. The Police Department employees shall receive this sick leave bonus upon retirement or upon he/she reaching 55 years of age or upon said employee's death. (Employees hired after June 30, 1991, must have at least ten (10) year's

seniority to be eligible for the sick leave bonus). All employees hired after January 1, 2008 are not eligible for the sick leave bonus.

Section 5. Retired Employees Coverage (employees hired after 1/1/06)

- A. An employee hired after January 1, 2006, will not receive City paid retirement health insurance coverage. While an active employee, the City will make a yearly contribution, on the anniversary of the employee's date of hire, to the employee's post-employment health care savings account. The amount will be equal to 24 times the employee's base hourly pay in effect on the anniversary date. The employees shall in addition contribute from their accumulated sick days eight (8) additional hours of pay so long as the employees accumulated unused sick leave hours are equal or greater than forth-eight (48) hours.
- B. Upon the employee's receipt of monthly retirement benefits, the City shall from the accrued unused sick leave bank, existing at the time of the employee's severance from employment with the City, deposit an amount equal to the total number of accrued unused sick days times eight (8) hours times the base wage of the employee at the time of severance into the employee's post-employment health care savings account..
- C. Employees (hired after January 1, 2006), upon retirement may continue to participate, at their own expense, in the group plans at the rates that are in effect for active employees.

**ARTICLE 14 - CALLBACK AND COURT TIME**

Employees shall be subject to callback in accordance with the regulations adopted by the Civil Service Commission and shall be entitled to compensation at the rate of one and one-half (1 1/2) times their hourly rate for each hour of callback service. Employees shall receive two (2) hours minimum pay for court appearances or call backs. If Court is canceled with less than twenty-four (24) hours notice and the employee is not scheduled to work, the employee will be paid one (1) hour at time and one-half (1 ½). The employee will promptly notify his/her supervisor of the cancellation.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance shall mean an allegation by an employee resulting in a dispute or disagreement, between the employee and the City as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative. Either party may be represented during any step of the grievance procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

- A. Days. Reference to days regarding time periods in this procedure, shall refer to all weekdays not designated as holidays by this agreement.
- B. Computation of time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event of default for which the designated period of time begins to run, shall not be included.
- C. Filing and postmark. The filing for service of any notice or document herein shall be timely if it bears a postmark of the U.S. mail within the time period.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Chief or Chiefs, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance has occurred. Failure to appeal a grievance from one step to another within the time periods hereafter shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Chief. In the event that the grievance cannot be adjusted informally, the grievance shall be handled as follows:

- A. Step 1. If the grievance is not resolved through informal discussion, the Chief shall give a written decision on the grievance to the parties involved within ten (10) days after the receipt of the written grievance.
- B. Step 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Police Commission or in the case of a City policy to the City Council, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. The Police Commission/Council may appoint a designee to hear the appeal and make a recommendation to the Commission/Council. If a grievance is properly appealed to the Commission/Council, the Commission/Council or its designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. In the event that the Commission's/Council's meeting falls outside the ten day time period, the parties may agree to extend the time period. The Commission/Council, or its designee, shall issue a decision in writing to the parties involved within ten (10) days after such meeting.
- C. Step 3. A grievance that remains unresolved after Step 2 may be submitted to mediation through the Bureau of Mediation Services within 10 days following the Commission's or its designee's Step 2 response.
- D. Step 4. Arbitration Procedures. In the event that the employee and the Commission are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

1. Request. A request to submit a grievance to arbitration must be in writing, signed by the grieved party, and such request must be filed in the office of the Chief within ten (10) days following the decision *in Step 2 of the Grievance Procedure or within 10 days following a Step 3 mediation.*
2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the Grievance Procedure and appeal provision.
3. Selection of an Arbitrator. Upon the proper submission of a grievance under the terms of the procedure, the party shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S.A. 179.70, Subd. 4, providing that each request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.
4. Submission of Grievance Information.
  - a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment, forward to the arbitrator with a copy to the Commission, a submission of the grievance which shall include a statement of the facts, a statement of the issue involved, the position of the grievant and all written documents previously received in connection with the grievance proceedings.
  - b. The Commission may make a similar submission of information relating to the grievance, either before or at the time of the hearing.
5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose or designate and each party shall have the right to a hearing, at which time, both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
6. Decision. The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided for in the Public Employment Labor Relations Act of 1971.

7. Expenses. Each party shall bear its own expense in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally in the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the Grievance and Arbitration Procedure as outlined herein nor shall the jurisdiction of the arbitrator extend to matters of inherent, managerial policy as outlined herein. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public body to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operation.
9. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minn. Stat. §626.892 and as that section may be amended from time to time.

#### **ARTICLE 16: DISCIPLINE**

- 16.1 The City 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.
- 16.2 Suspension, demotions and discharges will be in written form.
- 16.3 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. Employees and the Union will receive a copy of such reprimands and/or notices.
- 16.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City.
- 16.5 Discharges will be preceded by a five (5) day suspension without pay.

- 16.6 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.
- 16.7 Grievances relating to this ARTICLE shall be initiated by the Union in Step 2 of the grievance procedure under Article 15.

**ARTICLE 17 - MEAL REIMBURSEMENT**

Employees who are required by the Department to attend out of town meetings or training, shall receive a meal allowance/per diem at the same rate as set by the City’s policy related to travel and meal reimbursement, that policy is hereby incorporated by reference and made a part of this agreement.

**ARTICLE 18 - DURATION**

This Agreement shall remain in full force and effect for a period commencing January 1, 2024 and through December 31, 2026. It shall be automatically renewed from year to year thereafter, unless either party desires to modify or amend said agreement. The request to modify or amend the agreement shall be made by either party giving a written notice of such intent no less than ninety (90) days prior to the expiration of this Agreement or any extension thereof.

**ARTICLE 19- AGREEMENT**

The Agreement constitutes the full and complete agreement, between the City and the Union. The provisions herein, relating to terms and conditions of employment, supersede any and all prior agreements, resolutions practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. It is however specifically understood and agreed by the Union that the Civil Service Rules and Regulations, adopted by the Police Civil Service Commission are applicable and supersede the terms and conditions of this agreement in the event of any inconsistency.


FINALITY. Any matters relating to the current contract terms, whether or not referred to in this agreement, shall not be opened for negotiation during the terms of this agreement.

SEVERABILITY. The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provisions thereof.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on this  
18th day of October, 2023



CITY OF CHISHOLM



Adam Lantz, Mayor

LAW ENFORCEMENT LABOR SERVICES, INC.



ATTEST:



Stephanie Skraba, Administrator

