

At a first regular meeting of the City Council of the City of Crookston held on the 12th day of December 2022, Council

Member Tom Vedbraaten offered the following resolution which was seconded by Council

Member Steve Erickson,

**RESOLUTION TO APPROVE THE CONTRACT WITH LAW ENFORCEMENT
LABOR SERVICES (LELS) LOCAL NO. 31 FOR 2023-2024**

WHEREAS, the City of Crookston employs individuals as law enforcement personnel which personnel are represented by the Law Enforcement Labor Services, Inc. Local No 31 (LELS) and,

WHEREAS, the current contract between the City of Crookston and the Law Enforcement Labor Services, Inc. Local No 31(LELS) expires on December 31, 2022, and

WHEREAS, the City of Crookston bargaining committee and the representatives of the Law Enforcement Labor Services, Inc. Local No 31 (LELS) have negotiated in good faith and have come to a tentative contractual agreement for the years 2023 and 2024 and,

WHEREAS, the committee which bargained on behalf of the City of Crookston recommends the Crookston City Council accept and approve the negotiated proposed contractual agreement and,

WHEREAS, the members of the Law Enforcement Labor Services, Inc. Local No 31 (LELS) have accepted and approved the terms of the proposed negotiated contractual agreement and,

WHEREAS, the terms of the proposed contractual agreement between the City of Crookston and Law Enforcement Labor Services, Inc. Local No 31 (LELS) have been review by the members of the Crookston City Council and,

NOW, THEREFORE, IT IS RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CROOKSTON, MINNESOTA the proposed contractual agreement with Law Enforcement Labor Services, Inc. Local No 31 (LELS) for the years 2023 and 2024 a copy of said proposed contractual agreement is attached hereto and is accepted and approved.

BE IT FURTHER RESOLVED, the Mayor and City Administrator are hereby authorized to execute said negotiated contractual agreement on behalf of the City of Crookston.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative: Jerde, Erickson, Briggs, Cavalier, Kresl, Klatt, Vedbraaten & Melbye

Council Members in the negative:

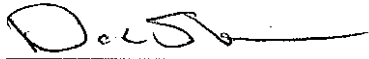
Upon this vote, the Mayor declares this resolution Passed and, if passed, effective upon the Mayor's

signature this 12 Day of December, 2022, at

8:21PM

Attest:


Ashley Rystad City Clerk


Dale Stainbrook Mayor

LABOR AGREEMENT

Between

CITY OF CROOKSTON

Crookston, Minnesota

And

LELS

Law Enforcement Labor Services, Inc.

(Local No. 31)



January 1, 2023 - December 31, 2024

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LABOR AGREEMENT

Between

City of Crookston, Minnesota

And

**Law Enforcement Labor Services, Inc.
(Local No. 31)**

ARTICLE 1 **PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Crookston, Minnesota, **Employer**, and Law Enforcement Labor Services, Inc., **Union**. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning interpretation and/or application of this Agreement; and
- 1.2 Place in written form the full and complete agreement of the Employer and Union regarding terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 **RECOGNITION**

The Employer recognizes the Union as the exclusive representative for the following bargaining unit:

All Employees of the Crookston Police Department Crookston, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than one hundred (100) workdays per year excluding supervisory and confidential employees.

ARTICLE 3 **DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 EMPLOYER: The City of Crookston (Mayor and Council).
- 3.3 UNION MEMBERS: Each member of Law Enforcement Labor Services, Inc., (Local No. 31).
- 3.4 EMPLOYEE: An employee whose classification is included in the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The City of Crookston Police Department.
- 3.6 CHIEF: The Chief of the City of Crookston's Police Department.
- 3.7 BASE PAY RATE: The Employee's hourly rate exclusive of any other special allowances.

- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period.
- 3.10 WORK PERIOD: For purposes of the FLSA 7(k) partial exemption, the work period is twenty-eight (28) days.
- 3.11 CALL BACK: Return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of/or early report to a schedule shift is not a call back.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from Employee's position, the stoppage of work, slowdown, or abstaining in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in any condition or compensation or the right, or any privilege of employment.
- 3.13 IMMEDIATE FAMILY: Immediate family shall include the Employee's or spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather, grandchild, stepmother, stepfather, stepsister, stepbrother, stepchildren, or step grandchild.
- 3.14 SERVICE WEAPON: The Department issued handgun.

ARTICLE 4 UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of each Employee authorizing in writing such deduction, and
- 4.2 Remit such deduction to the Law Enforcement Labor Services.
- 4.3 The Union may designate certain Employees from the Union to act as Stewards and shall inform the Employer in writing of such choice.
- 4.4 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.
- 4.5 The Employer agrees that during the life of this Agreement the Employer shall not lock out the Employees.

ARTICLE 5 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it shall not cause, encourage, participate in, or support any strike, slowdown, other interruption of, or interference with the normal functions of the Employer.

ARTICLE 6 EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestrictive right to operate and manage all Employees facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure;

to select, direct, and determine the number of personnel, to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

- 6.2 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 7 EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union and Employer Representative. The Employer shall recognize representatives designated by the Union as the grievance representatives of the Union. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 7.3 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 Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the 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 the Employee and the Union Representative have notified and received the approval of the designated supervisor.
- 7.4 Procedure. Any grievance, as defined by section 7.1, 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. The Chief shall discuss and give a written response to such Step 1 grievance within ten (10) calendar days after receipt of the written notice of grievance. A grievance not resolved at Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of this Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Chief's written response at Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days of the Chief's written response in Step 1 shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union to the Human Resources Generalist. The City Administrator and the Human Resources Generalist shall discuss the grievance. The City Administrator 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 at Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator's Step 2 written response. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after the City Administrator's written response at Step 2 shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Council through the City Administrator. The City Council through the City

Administrator shall give the Union the Employer's response in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved at Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Council's through the City Administrator's written response at Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after the City's Council written response at Step 3 shall be considered waived.

Step 4. A grievance unresolved at Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration. A grievance arbitration for written disciplinary action, discharge or termination shall follow the arbitrator selection procedures established in Minnesota Statute 626.892. For all other grievance matters, if the parties are unable to agree on the selection of an Arbitrator, the Union shall request a list of Arbitrators to be submitted to the Employer and the Union by the Bureau of Mediation Services.

7.5 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 specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any issue not so submitted.
- B. The Arbitrator shall be without power to make any decision 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 Employer and the Union, whichever be later, unless the Employer and the Union agree in writing to an extension. The decision of the Arbitrator 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. The Employer and the Union each shall be responsible for compensating their respective representatives and witnesses. If either the Employer or the Union desires a verbatim record of the proceedings, the cost shall be borne equally.

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

7.7 Choice of Remedy. If, as a result of the Employer's written response at Step 3, 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 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 Arbitration, the grievance shall not be subject to the arbitration procedure of this Article. The aggrieved Employee shall indicate in writing which procedure is to be used – the grievance procedure in this Article or an alternative procedure - and shall sign a statement to the effect that the choice of an alternate procedure precludes the Employee from making an appeal Step 4 Arbitration. Timelines in the Grievance Procedure shall be tolled to allow the eligible employee the opportunity to exercise their full rights to select a procedure.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to law. 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 provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either the Employer or the Union.

ARTICLE 9 WORK SCHEDULES

- 9.1 The Employer shall have the sole authority to establish work schedules. The normal work week shall consist of a work schedule averaging forty (40) hours.
- 9.2 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 an Employee.
- 9.3 When an Employee is assigned to work in the capacity of a higher compensated Union position, the Employee shall be compensated at the higher compensated rate of pay. The higher rate of pay shall continue until the Employee returns to the formerly held lower rate of pay position.
- 9.4 Any employee assigned as a K-9 officer shall be dismissed from duty one-half (1/2) hour early for purposes of training and care of the dog.

ARTICLE 10 OVERTIME

- 10.1 Employees shall be compensated at one and one-half (1 ½) times the Employee's regular rate of pay for hours worked in excess of the Employee's regularly scheduled shift and for all hours worked over one hundred seventy-one (171) hours in the twenty-eight (28) day work period.
- 10.2 Overtime shall be distributed as equally as practicable.
- 10.3 Overtime refused by an Employee shall, for record purposes under Article 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.5 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 10.6 Each Employee has the obligation to work overtime or call backs if required by the Employer unless unusual circumstances prevent the Employee from so working.

10.7 At the Employee's discretion, overtime, court time earned by the Employee pursuant to Article 11, and call back time earned by the Employee pursuant to Article 12 may be paid as wages or designated by the Employee as compensatory time. Compensatory time may be accumulated to a maximum of eighty (80) hours. Once the eighty (80) hour maximum is reached any subsequent overtime, court time, and callback time must be paid as wages.

Any compensatory time accrued in excess of sixty (60) hours as of December 31 of each year shall be paid as wages at the first full pay period of a subsequent year.

10.8 Regular full-time officers shall have the first opportunity to accept overtime or payback shifts.

ARTICLE 11 **COURT TIME**

An Employee who is required to appear in Court during the Employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at two (2) times the Employee's base pay rate. If court is cancelled with less than two (2) hours' notice, an employee shall receive two (2) hours' pay at the Employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the Employee for the two (2) hour minimum.

ARTICLE 12 **CALL BACK TIME**

An Employee who is called to duty during the Employee's scheduled off-duty time shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) 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 four (4) hour minimum.

ARTICLE 13 **DISCIPLINE**

13.1 The Employer shall discipline an Employee for just cause only. Discipline shall be in one or more of the following forms:

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

13.2 Suspension, demotion, and discharge shall be in written form.

13.3 Written reprimand, notice of suspension, and notice of discharge, which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. The Employee and the Union shall receive a copy of such reprimand and/or notice.

13.4 An Employee may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE 14 **HOLIDAYS**

14.1 Employees shall receive eighty (80) hours of holiday pay or at the employee's choice,

compensatory time off to be used at a later date. The following days shall be observed as paid holidays:

New Year's Day – January 1st

Martin Luther King Jr. Day – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4th

Labor Day – First Monday in September

Columbus Day – Second Monday in October

Veteran's Day – November 11th

Thanksgiving Day – Fourth Thursday in November

Christmas Day – December 25th

Two floating holidays (16) hours total to be taken off with the approval of the Employee's supervisor. The two floating holidays shall be credited annually to the Employees on the first business day of each year.

Any Employee who works on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, or Christmas Day shall be paid at one and one-half (1 ½) times the Employee's base pay rate for all hours worked on these specific designated holidays.

If the City Council provides time off for non-essential employees on Christmas Eve, on-duty patrol officers shall receive the same number of hours in compensatory time for use at a later date.

ARTICLE 15 SICK LEAVE

- 15.1 Sick leave shall be accumulated by an Employee at the rate of eight (8) hours per calendar month with a maximum accumulation of one thousand one hundred and twenty (1,120) hours. After 1,120 hours of sick leave have been accumulated, an Employee shall continue to accumulate sick leave at the rate of hour (4) hours per month to be credited toward a catastrophic illness bank, which may be used only in the event the initial sick leave accumulation of 1,120 hours is completely depleted. An Employee's accumulated catastrophic illness bank hours shall not be computed as part of the severance pay.
- 15.2 Written proof of illness by medical certificate shall accompany any absence of three or more consecutive shifts. The Employer may require a medical certificate if the Employer articulates in writing why the Employer suspects sick leave abuse. The letter shall not be placed in the Employee's personnel file.
- 15.3 Sick leave may be used in the following manner:
 - a.) Illness of the Employee or Immediate Family causing absence from work.
 - b.) Injury of the Employee or Immediate Family causing absence from work.
 - c.) Medical or dental care for the Employee or Immediate Family which cannot be obtained after regular working hours.
 - d.) Pregnancy-related disability: Temporary inability to work due to pregnancy-related disability as provided in applicable laws. In case of return to work following temporary disability due to childbirth at least two (2) weeks' notice shall be given by the Employee

of her intent to return to work.

- 15.4 An Employee entitled to Workers' Compensation pay pursuant to the Statutes of the State of Minnesota may elect to use their accumulated sick leave, vacation leave and/or compensatory time.
- 15.5 An Employee shall be allowed up to three shifts of sick leave with pay for absence due to a funeral with respect to the Employee's or spouse's Immediate Family. Four (4) hours of sick leave with pay shall be granted to an Employee who is a pallbearer at a funeral. An Employees shall be granted two (2) hours of sick leave with pay to attend the funeral of a City of Crookston's co-worker's funeral or the funeral of their spouse or children. Any time exceeding the two (2) hours must be taken as vacation or compensatory time. Time off is at the discretion of the Chief or Chief's designee.
- 15.6 The Employer shall comply with all provisions of the Family Medical Leave Act (FMLA).

ARTICLE 16 SEVERANCE PAY

An Employee who leaves the Employer in good standing and who gives written advance notice of termination of fourteen (14) calendar days shall be paid fifty percent (50%) of the Employee's accumulated sick leave balance, to be calculated at the base pay rate at the time of severance payout. In the event of an employee's death, such severance payout shall be made to the employee's spouse, designated beneficiary, or estate pursuant to requirement of law.

ARTICLE 17 VACATION

A full-time Employee shall accrue vacation benefits pursuant to the following schedule:

- 17.1 Vacation shall accrue from the date of hire.
- 17.2 Vacation shall accrue from the anniversary date of hire.
- 17.3 Vacation benefits accrual schedule:
- | | | |
|----|---|--|
| a) | During the first (1) through fifth (5) years of employment | 6.66 hours for each full month worked |
| b) | During the sixth (6) through eleventh (11) years of employment | 10.00 hours for each full month worked |
| c) | During the twelfth (12) through eighteenth (18) years of employment | 13.33 hours for each full month worked |
| d) | During the nineteenth (19) year of employment and thereafter | 16.66 hours for each full month worked |

- 17.4 The number of accumulated vacation hours of an Employee shall not exceed 150% of the annual accrual based on the schedule above or 216 hours, whichever is less. The failure of the Employee to keep the hours at or below the maximum allowed shall result in no vacation being accrued for each month in which the Employee's accumulated vacation hours exceed the maximum. If an Employee is denied vacation by the actions or failure to act of the Employer and the denial results in the number of vacation hours exceeding the maximum allowed, a three month grace period shall be granted to the Employee to accomplish a reduction to a number less than the maximum number of hours allowed.
- 17.5 In the event of an Employee's death, payment for accumulated vacation hours shall be made to the Employee's spouse, designated beneficiary, or estate pursuant to requirement of law.
- 17.6 Upon Employee termination, accumulated vacation leave balance, to be figured at the base pay rate at the time of severance payout, shall be paid to the Employee.

ARTICLE 18 HEALTH, LIFE, DENTAL, AND VISION INSURANCE

The Employer shall pay the premium cost for the employees covered by this Agreement as follows:

- 18.1 The City Council approved Employer contribution shall be \$1063.22 per month for health insurance premiums paid for the year 2023. The Employer contribution for the year 2024 shall be the subject of a single issue reopener. Employees shall pay all monthly premiums exceeding the City Council approved Employer contribution amount. If an Employee elects a health insurance plan that has a premium less than the Employer premium contribution, the Employee can apply the premium difference to other pre-tax benefits administered by the Employer. Designation of any premium difference can only be adjusted once per year in conjunction with the open enrollment period for insurance. Employees shall not have any right to a cash payment or "opt out" payment in lieu of Employer contribution.
- 18.2 \$25,000 of life insurance and Accidental Death & Dismemberment (AD&D) for the Employee.
- 18.3 The City Council approved Employer contribution shall be \$32.00 per month for dental insurance premiums paid for the year 2023. If the premiums increase for the year 2024, the Employer contribution shall be the subject of a single issue reopener. Employees shall pay all monthly premium costs exceeding \$32.00 per month. Employees shall not have any right to a cash payment or "opt out" payment in lieu of Employer contribution.
- 18.4 The City Council approved Employer contribution shall be \$8.04 per month for vision insurance premiums paid for the year 2023. If the premiums increase for the year 2024, the Employer contribution shall be the subject of a single issue reopener. Employees shall pay all monthly premium costs exceeding \$8.04 per month. Employees shall not have any right to a cash payment or "opt out" payment in lieu of Employer contribution.
- 18.5 Police Officers shall continue to take part in the wellness program as long as it is offered by the Employer.

ARTICLE 19 UNIFORMS

19.1 The Employer shall provide all new Employees with initial uniform items as described below. Upon completion of the twelve (12) month probationary period, the new Employee shall receive a pro-rated uniform allowance for the remaining calendar year. The Employer shall provide up to \$800.00 each year for footwear and clothing used for work. Purchase reimbursement shall be made upon submission of purchase receipt, approved by the Chief or the Chief's designee. **See Appendix B.**

19.2 Definition of Uniform.

Police Officer:

| | | |
|-----------------------|-----------------------|---------------------------------|
| Two (2) Summer Shirts | Two (2) Winter Shirts | Three (3) Uniform Trousers |
| One (1) Winter Jacket | One (1) Summer Jacket | One (1) Raincoat |
| One (1) Winter Hat | One (1) Summer Hat | One (1) Pair of Shoes or Boots |
| Two (2) Ties | Two (2) Nameplates | One (1) Complete set of Leather |

Two (2) Badges Two (2) Sets of Handcuffs One (1) Personal Protective Vest

19.3 An Employee's personal items, such as watches and prescription eyeglasses, which are damaged or destroyed during the course of Employee's work shall be reimbursed by the Employer for the value of the item damaged.

ARTICLE 20 JOB SAFETY

There shall be formed a Safety Committee not exceeding two (2) Employees from the Police Department appointed by the Union members as one (1) regular and one (1) alternate committee member, to work with the City's Safety Director concerning job safety. This committee shall meet if either the Police Employees or the Safety Director requests a meeting.

ARTICLE 21 TRAINING

21.1 Employees attending training required by Peace Officer's Standards and Training (P.O.S.T.) Board certification shall receive time and one-half (1 ½) after forty (40) hours per work week, or time and one-half (1 ½) after eight (8) hours per day.

Employees attending other assigned training or non-P.O.S.T. certifying classes shall be paid at the Employee's base pay rate for all hours spent in such training. Overtime shall be paid according to Article 10.

21.2 The Employer shall pay the cost of P.O.S.T. Board license fees.

ARTICLE 22 WAIVER

22.1 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.

22.2 During the duration of this Agreement, this Agreement may be amended by the mutual written agreement of the Employer and the Union.

ARTICLE 23 INJURY ON DUTY

Employees who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incur a disabling injury, shall be compensated in an amount equal to the difference between the Employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction of the Employee's accrued sick leave. Such compensation shall not exceed an amount equal to six (6) months of the Employee's regular monthly rate of pay per disabling injury.

ARTICLE 24 SENIORITY

24.1 Seniority shall mean an Employee's length of service with Employer since the last date of hire. An Employee's continuous service record shall be broken only by separation from Employer service by either reason of resignation, discharge for cause, retirement, or death. When two or more Employees have the same seniority date, their position on the seniority list shall be determined by lot.

24.2 A) 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 recalled for work.

B.) Should a reduction in the workforce be due to a lay-off in a promoted position, the Employee with the least seniority in the promoted position shall be returned to the Employee's immediate formerly held position. Should a vacancy occur in the promoted position, the Employee who had last been returned to the Employee's formerly held position shall be recalled to the promoted position without re-testing.

ARTICLE 25 PROBATION

New hires in the Police Department shall be on probation for twelve (12) months, during which time the person may be summarily discharged without cause by the Employer. The responsibility for orientation and training of any probationary Employee shall be the sole responsibility of the Chief and any other City Employee the Chief may designate. The Chief shall determine from time-to-time how competently the probationary Employee is progressing and discuss the progress or need for additional training with the Employee. Parttime Employees shall serve a probationary period of 2080 hours.

ARTICLE 26 DURATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2024.

APPENDIX A

CROOKSTON POLICE DEPARTMENT

I. POLICE OFFICERS (ANNUAL BASE PAY RATE)

| January 1, 2023 to December 31, 2024 | | |
|--------------------------------------|-----------|-----------|
| | 2023 | 2024 |
| Probation (0-12 months) | 59,593.40 | 61,977.14 |
| Patrol Officer (13-24 months) | 65,813.53 | 68,446.07 |
| Patrol Officer (25-36 months) | 69,872.97 | 72,667.89 |
| Patrol Officer (≥ 37 months) | 72,602.47 | 75,506.57 |
| *Detective (Hired post 1/1/17) | 76,232.60 | 79,281.90 |
| *Detective (Hired pre 1/1/17) | 77,684.65 | 80,792.04 |
| **Sergeants | 79,862.76 | 83,057.27 |

*For employees hired after January 1, 2017, there shall be a 5% base pay differential between Patrol Officer (≥ 37 months) base pay and Detective base pay. For Employees hired prior to January 1, 2017, there shall be a 7% base pay differential between Patrol Officer (≥ 37 months) base pay and Detective base pay.

**There shall be a 10% base pay differential between Patrol Officer (≥ 37 months) base pay and Sergeant base pay.

Employees assigned as a "Drug Task Force Officer" while not promoted are working as Detectives and shall be paid as a Detective while so assigned. Employees reassigned from a Drug Task Force Officer shall be paid as a Patrol Officer.

Increases for Patrol Officers are based on date of hire for 13 months, 25 months, and 37 months.

II. SHIFT DIFFERENTIAL

Effective with the 2023 contract ratification, Employees shall be compensated an additional \$1.25 per hour to Employee's base pay rate for all hours worked between 6PM (1800 hours) and 6AM (0600 hours) (night shift). If continuous with the night shift, hours worked past 6AM (0600 hours) shall also be compensated at the additional \$1.25 per hour to Employee's base pay rate.

III. AMMUNITION ALLOWANCE

Fifty rounds of ammunition for Employee's Service Weapon shall be provided each month to each Employee. Each of the empty rounds shall be returned to the Chief or the Chief's designee prior to issuance of another fifty rounds of ammunition.

IV. FIELD TRAINING OFFICER

Employees assigned as Field Training Officers shall receive an additional two dollars (\$2.00) per hour while performing such training.

APPENDIX B

CROOKSTON POLICE DEPARTMENT

For the purpose of purchasing clothing, footwear, uniforms, equipment and accessories, the following shall serve as the Crookston Police Department list of approved list. All items must be utilized for work related activity and purposes only.

1. Uniform Shirts
2. Uniform Pants
3. T-shirts
4. Turtleneck, mock turtleneck, other approved undergarment including moisture wicking material
5. Tie
6. Baseball style hat
7. Winter stocking-watch style cap
8. Winter bomber style cap
9. Jacket(s)
10. Raincoat
11. Collar Insignia
12. Name Plate
13. Black shoes or boots
14. Duty belt and belt keepers
15. Trouser belt
16. Holster for issued firearm
17. Magazines for issued firearm
18. Accessory light for issued firearm
19. Handcuffs, key and case
20. OC aerosol case
21. Taser holster
22. Expandable baton and case
23. Latex glove pouch or similar
24. Tourniquet and case
25. Gloves: black or dark navy, cut resistant or similar
26. Flashlight and holster/case
27. Portable radio accessories including earpiece, collar microphone/speaker and holster
28. Knife or multi-tool
29. Body Armor carriers
30. 8-point dress hat
31. Class A - Honor Guard dress jacket, Gold cordon, White gloves
32. Special Purpose Uniforms and training attire; i.e.: Special Operations Group
33. Duty/gear bag
34. Uniform embroidering, patching, and alterations
35. Other clothing, footwear and equipment that is worn or carried and allowed for normal-regular patrol duty
36. Other items specifically requested and approved by the Chief or the Chief's designee

APPENDIX B

CROOKSTON POLICE DEPARTMENT

Additionally, the following items shall be considered approved clothing, footwear and accessories for officers assigned to the positions of Detective, Investigator, and Drug Task Force Officer.

Detective / Investigator

1. Suit coat and pants
2. Long and short sleeve dress shirts
3. Polo style shirts
4. Dress pants
5. Casual Khaki style pants
6. Dress belt sufficient to support a firearm and holster
7. Black or brown dress shoes or boots
8. Other clothing, footwear and equipment that is worn or carried and allowed for the specific position
9. Other items specifically requested and approved by the Chief or the Chief's designee

Drug Task Force Officer

1. Clothing, footwear and equipment that is reasonably necessary and/or required to successfully perform the duties and responsibilities of the assignment
2. Items may include but are not limited to; casual clothing such as jeans, khaki style pants, shirts, sweatshirts, footwear and outerwear
3. Other clothing, footwear and equipment that is worn or carried and allowed for the specific position
4. Other items specifically requested and approved by the Chief or the Chief's designee

SIGNATURES

For the City of Crookston:



Mayor, City of Crookston

12 - 12 - 22

Date



City Administrator

12.12.2022

Date

For Law Enforcement Labor Services, Inc.:

LELS Business Agent

Date

Local 31 President

Date