

LABOR AGREEMENT BETWEEN  
THE CITY OF DILWORTH AND  
LAW ENFORCEMENT LABOR SERVICES, INC.

January 1, 2023, through December 31, 2025

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of January, 2023, between the City of Dilworth, 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.
- 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 city service and protection to the citizens and residents of the City of Dilworth.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for all essential licensed employees of the City of Dilworth Police Department, excluding supervisory employees and the Chief of Police.
- 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.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of union membership or non-membership.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Service, Inc. (LELS)
- 3.2 UNION MEMBER: A member of LELS
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Dilworth.

- 3.5 UNION OFFICER: Officer elected or appointed by LELS.
- 3.6 OVERTIME: Work performed in excess of the employee's scheduled shift
- 3.7 STRIKE: Concerted action in failing to report for duty; the willful absence from one's position; the stoppage of work, slowdown, 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 of compensation or the rights, privileges, or obligations of employment.
- 3.8 FULL-TIME EMPLOYEE: Employees who regularly work more than 30 hours per week year-round in an ongoing position and who have completed the probationary period.
- 3.9 PART-TIME EMPLOYEE: Employees who regularly work less than 30 hours per week year-round in an ongoing position and who have completed the probationary period.

#### **ARTICLE 4 - EMPLOYER SECURITY**

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

#### **ARTICLE 5 - EMPLOYER AUTHORITY**

- 5.1 It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of Dilworth in all of its various aspects, including, but not limited to: The right to operate, direct, and manage all manpower, facilities, and equipment; to plan, direct, and control all the operations and services of the City; 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 assign and transfer employees; to make and enforce rules and regulations; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 The parties agree to negotiate any change in any term and condition of employment not specifically established or modified by this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

- 6.1 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.

- 6.2 The Union may designate employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choices and changes in the position of Stewards.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issues against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 All employees shall have the right to form and join and become members of Law Enforcement Labor Services, Inc. and shall also have the right not to join such labor organization.
- 6.6 Without loss of pay and upon supervisory notification, a Union Steward or someone acting in the capacity of Union Steward shall be allowed to participate in contract negotiations and/or meet with union officers or the union representative concerning the application of any provisions of this Agreement. This Article does not provide for compensation for conducting union business while off duty.

#### **ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 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.
- 7.2 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 the 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 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of a grievance 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 of 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.

7.4 Procedure. Grievance, as defined by Section 7. 1, shall be resolved solely in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten 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 calendar days after the employer- designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Council Personnel Liaisons. The employer-designated representative shall give the Union the Employer's answer in writing within ten calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days shall be considered waived.

If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of the employee who has completed the required probationary period, the grievance may be appealed to Step 4 of Article 7.

Prior to an appeal to Step 4 of the grievance procedure, the parties may agree to submit the grievance to a mediator from the Bureau of Mediation Services. If the grievance is not settled at mediation, the

grievance must be appealed to arbitration within ten calendar days.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 and amendments thereto. 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.

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 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 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.

**ARTICLE 8 - SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States and the State of Minnesota. 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 judgments or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.



## **ARTICLE 9 - SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous service with the City of Dilworth Police Department. In the event more than one member has the same seniority date, seniority shall be determined by the toss of a coin.
- 9.2 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. The probationary period for full-time employees will be one year from the beginning of full-time employment. If a part-time employee is hired as a full-time employee, up to 1,040 hours worked as a part-time employee will count toward the one year probationary period. Employees terminated during the probationary period may not grieve termination under Article 7 above.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work, within two years of the time of the employee's layoff before any new employee is hired, except that any employee on layoff who is notified by registered mail to return to work and fails to do so within 12 work days shall be considered to have voluntarily terminated employment with the Employer.
- 9.4 A seniority list shall be posted not later than May 1 of each year. The Union is to be provided a copy of the seniority list.

## **ARTICLE 10 - DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- 1) Oral reprimand;
  - 2) Written reprimand;
  - 3) Suspension;
  - 4) Demotion; or
  - 5) Discharge
- 10.2 Notice shall be given to any employee regarding complaints concerning the employee's work performance. Such notice shall be given within 14 days after such complaint is received. The complaint shall be immediately investigated.
- 10.3 Suspensions, demotions, and discharges will be in written form.
- 10.4 Written reprimands, notices of suspension, and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a union representative, and read and acknowledged by signature of the employee. Employees may examine their own individual personnel files at reasonable times under the direct

supervision of the Employer.

Employees will not be questioned concerning an investigation of disciplinary action involving suspension, demotion, or discharge unless the employee has been given an opportunity to have a union representative present at such questioning. If an appeal from a discharge or suspension is to be taken, a written grievance must be filed in accordance with Article 7.

## **ARTICLE 11 - CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution and all applicable state statutes.

## **ARTICLE 12 - WORK SCHEDULE**

- 12.1 Shift schedules shall be posted at least once a month in advance and shall not be altered except for emergencies and other unforeseen developments which could not have been anticipated at the time the schedule was prepared. Seniority shall be given consideration by the Employer in assignment of shifts.
- 12.2 All regular employees shall be granted two 15 minute break periods per shift. Each break-period shall be with pay. Breaks and lunch breaks shall not be taken consecutively.
- 12.3 Hours of work. Work shifts and staffing schedules of employees will be established by the personnel and operations committee or the Chief of Police based on an average of 40 hours work per week.

The normal work year is 2080 hours annually. The rate of pay will be determined by multiplying the monthly salary by 12 and dividing by 2080. The 2080 hours shall be accounted for by each employee through: a) scheduled hours of work, b) paid leave time, c) roll call, d) training, e) special assignments.

If normal work shifts or schedules vary from the average 40 hours of work per week, then the employee is subject to working 2080 hours per year. Vacation, sick leave, holidays, and any other benefits provided by the City will be recognized by the hour. One day will equal eight hours of time.

## **ARTICLE 13 - OVERTIME, COURT TIME, CALL BACK TIME, COMPENSATORY TIME**

- 13.1 Employees shall be entitled to overtime pay at the rate of one and one-half times the regular hourly rate for work performed in excess of their regular duty shift.
- 13.2 Any officer required to appear in court during his/her off duty time shall be compensated at the rate of one and one-half times the regular hourly rate for a

minimum of three hours per court appearance. An extension or early report to a regularly scheduled shift does not qualify the employee for the three hour minimum.

- 13.3 Any employee who receives a notice to appear in court or be available to appear in court during his/her off-duty time shall be paid one hour of pay at his/her straight time rate if the court appearance is cancelled with less than 12 hours' notice.
- 13.4 Overtime accumulation may be accrued as compensatory time if requested by the employee. Compensatory time shall be one and one-half times the hours recognized as overtime. Employees may accumulate up to 240 hours of compensatory time.
- 13.5 The City reserves the right to revise an employee's work schedule. A 30 day notice is required by the City to the employee before re-scheduling may occur.
- 13.6 A police officer who is off-duty and is required to return to work will be compensated two hours at one and one-half times the employee's straight time hourly rate. In the event a police officer works more than two hours, the employee will be compensated at the rate of one and one-half times the employee's straight time hourly rate for the actual time worked.

#### **ARTICLE 14 - VACATIONS**

- 14.1 Employees shall receive vacation benefits as follows:

<u>Year</u>	<u>Vacation Hours</u>
1 <sup>st</sup> year of employment	80 hours
Beginning 2nd year	80 hours
Beginning 3rd year	80 hours
Beginning 4th year	96 hours
Beginning 5th year	120 hours
Beginning 6th year	128 hours
Beginning 7th year	136 hours
Beginning 8th year	144 hours
Beginning 9th year	152 hours
Beginning 10th year	160 hours
Beginning 15th year	176 hours
Beginning 20 <sup>th</sup> year, and each year thereafter	200 hours

Vacations will be recognized on a calendar year basis. Employees whose start date is on or after the 16th of a month will be allotted the vacation balance of the following month, in accordance with the below table.

January	80 hours
February	72 hours
March	64 hours
April	56 hours
May	48 hours
June	48 hours
July	40 hours
August	32 hours
September	24 hours
October	16 hours
November	8 hours
December	0 hours

- 14.2 Vacations are to be scheduled in accordance with seniority. An employee desiring to take his/her vacation must receive permission from the Chief of Police or designee at least one week in advance of the starting date of this vacation. This notice may be waived at the discretion of the Chief of Police or his/her designee. Vacation is encouraged to be used in one week (40 hours) increments; however, it can be requested in increments as small as one hour, or up to the total amount of the accrued leave balance with approval by an employee's supervisor.
- 14.3 Termination Leave. Any employee leaving municipal service shall be compensated for vacation leave accrued and unused to the date of separation; however, the amount of vacation the employee shall be entitled to shall be based on a pro rata formula of the actual days worked to total work days per year times the employees annual accrued vacation.
- 14.4 Waiving Vacation Prohibited. As vacation leave is granted to employees for a period of recreation, no such employee shall be permitted to waive such leave for the purpose of receiving double pay.
- 14.5 An employee will be allowed to carry over into the next year the number of hours earned in that current year. If an employee has more than the allowed carryover, then the additional hours will be lost.

- 14.6 Upon termination of employment, an employee shall not only be compensated for vacation leave accrued and unused in his/her final year of employment as per 14.3 of Article 14, but shall be compensated for vacation leave accrued and unused from the prior year, as per Article 14.5. This monetary amount will be placed into the employee's HCSP account.

## **ARTICLE 15 - HOLIDAYS**

- 15.1 All police officers who are scheduled to work on a day observed as a holiday (see below), shall be paid at one and one-half times their regular rate of pay for all hours worked between 12:00 a.m. and 11:59 p.m. each named holiday. (Example: if an officer works a ten hour shift beginning at 9:00 p.m. on July 3rd and ending at 7:00 a.m. July 4th, the officer will receive seven hours of pay at one and one-half times his/her regular rate of pay. If the same (or another) officer works from 9:00 p.m. on July 4th to 7:00 a.m. July 5th, he/she will receive three hours of pay at one and one-half times his/her regular rate of pay.) In addition, officers will receive a yearly Holiday Bank of 88 hours (11 holidays at eight hours each holiday) to be used for time off. Remaining holiday bank hours will be paid at the end of the year at the rate of one times the base rate of pay.

- 15.2 Holidays are as follows:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

## **ARTICLE 16 - INSURANCE**

- 16.1 The City of Dilworth agrees to provide a health and welfare plan and contribute monies necessary to maintain benefits equal to or better than the current coverage for the life of this Agreement. Contributions shall be paid on behalf of all employees who perform work (or receive compensation) during the week, who have been on the Employer's payroll for 30 calendar days.
- 16.2 The employer will pay up to a maximum of \$1,300 in 2023, \$1,330 in 2024, and \$1,360 in 2025 for a family plan. In addition, employees on the family plan will receive a \$1,000.00 annual contribution in 2023, 2024, and 2025 towards a Healthcare Savings Account. The Employer will pay up to a maximum of \$850.00 per participant per month for a single plan. In addition, employees on the single plan will receive a \$500.00 annual contribution in 2023, 2024, and 2025 towards a Healthcare Savings Account.

If the premium on the present health and welfare plan increases to where the Employer's share would exceed the maximum per participant per month for that particular year, the

participating employees may continue with the same health plan as long as they pay for all increases over the maximum per month. If the participating employees request that the Employer exceed this maximum amount, the Employer has the option of requesting bid proposals for a new health and welfare plan.

The Council agrees to meet and confer with the bargaining team, including the Union, with regard to the Insurance Article to discuss plan designs prior to the next round of bargaining.

- 16.3 The City has agreed to establish a Health Care Savings Plan (HCSP) for this bargaining unit’s employees. During this contract period, the HCSP will only be used as addressed under Article 20 - Sick leave.
  
- 16.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of The Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet to negotiate revisions to the Agreement that will restore the Employer’s health insurance plan to comply with the Act to avoid penalties, taxes, or fines for the Employer, provided that there will be no decrease in benefits to the employees.

**ARTICLE 17 - SALARY SCHEDULE**

**POLICE OFFICER SALARY SCHEDULE**

Step	2023		2024		2025	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	\$ 52,545	\$ 25.26	\$ 54,122	\$ 26.02	\$ 55,745	\$ 26.80
2	\$ 53,706	\$ 25.82	\$ 55,318	\$ 26.59	\$ 56,977	\$ 27.39
3	\$ 57,284	\$ 27.54	\$ 59,003	\$ 28.37	\$ 60,773	\$ 29.22
4	\$ 60,866	\$ 29.26	\$ 62,692	\$ 30.14	\$ 64,572	\$ 31.04
5	\$ 64,447	\$ 30.98	\$ 66,380	\$ 31.91	\$ 68,372	\$ 32.87
6	\$ 68,037	\$ 32.71	\$ 70,078	\$ 33.69	\$ 72,180	\$ 34.70
7 (2 years after Step 6)	\$ 71,607	\$ 34.43	\$ 73,756	\$ 35.46	\$ 75,968	\$ 36.52
8 (2 years after Step 7)	\$ 73,756	\$ 35.46	\$ 75,969	\$ 36.52	\$ 78,248	\$ 37.62
9 (2 years after Step 8)	\$ 75,600	\$ 36.35	\$ 77,868	\$ 37.44	\$ 80,204	\$ 38.56

**INVESTIGATOR**

When a police officer is assigned by the Chief of Police, at his sole discretion, to perform the duties of Investigator, the employee shall be paid an additional 5 percent over his/her regular rate of pay on the Police Officer Salary Schedule. The Investigator must have three years of experience, two of those years must be with the Dilworth Police Department.

## **POLICE SERGEANT**

When a police officer is promoted by the Chief of Police to perform the duties of Sergeant, the employee shall be paid an additional 5 percent over the Step 9 pay on the Police Officer Salary Schedule. The Sergeant must have five years of experience, three of those years must be with the Dilworth Police Department.

## **FIELD TRAINING OFFICER**

When a police officer is assigned by the Police Chief to be the Police Department's Field Training Officer (FTO), the officer will receive additional pay for all time served in that capacity, within each pay period. FTOs will receive an additional 5% over their current rate of pay on the police officer salary schedule. This assignment is at the discretion of the Chief of Police, not a full-time assignment, and is not subject to the Grievance Procedure of this agreement.

## **ACTING POLICE CHIEF**

When a police officer is assigned by the Chief of Police to perform the duties of the Chief of Police, the employee shall be paid an additional \$1.50 per hour for all scheduled hours worked while assigned to perform the duties of the Chief of Police. The additional compensation shall not be paid if the employee is receiving compensation at an overtime rate as provided in Article 13.

- 17.1 The Employer will reimburse employees \$40.00 per month for the business use of employees' personal cell phone and account service. If the Employer provides employees with a cell phone for business use, this reimbursement will cease. In recognition of the City's desire that the Investigator and Sergeant are available by phone, the Investigator and Sergeant are authorized to use the city-provided cell phone for reasonable personal use to be reviewed/determined/approved by the Chief of Police.
- 17.2 The City will pay the cost of POST licensing fees.

## **ARTICLE 18 - PART-TIME EMPLOYEES**

- 18.1 City will recognize part-time employment for service awards.
- 18.2 Part-time police officers will be paid at Step 1 with no step increases.

Part-time police officers do not receive health insurance benefits, vacation time, or sick time. When a part-time police officer works a holiday as defined in Section 15.2, the officer shall be paid at one and one-half times his/her regular rate of pay for all hours worked on that day.

## **ARTICLE 19 - UNIFORMS PERSONAL ITEMS, AND CITY EYEWEAR PROGRAM**

- 19.1 The Employer will provide employees with an annual uniform allowance of \$815 in 2023, 2024, and 2025. Purchases by employees using the uniform allowance will not be restricted, and each employee will be allowed to carry-over one year's allowance (no bank will exceed \$1,220 in 2023, 2024, and 2025). Uniforms damaged in the line of duty will be replaced by the City of Dilworth.
- 19.2 Newly hired employees may access up to two years of uniform allowance immediately upon hire. New employees who do so will not receive additional annual uniform allowance until their third year of employment.
- 19.3 Personal items damaged in the line of duty will be reimbursed or replaced to an annual maximum of \$270 in 2023, 2024, and 2025.
- 19.4 Employees may participate in the City's eyewear reimbursement program at the same level offered to non-union members.

## **ARTICLE 20 - SICK LEAVE**

- 20.1 Employees shall receive 3.7 hours of sick leave per pay period and are allowed up to a maximum of 2,000 hours sick leave for compensation purposes.
- 20.2 Upon retirement or severance, the employee will be paid only for the unused sick leave over 480 hours at the rate of one third of the employee's current rate of pay (1,520 hours maximum). This payment will be placed into the employee's HCSP account.
- 20.3 Employees are allowed to accumulate over 2,000 hours, at one day per month, but those days will not be eligible for compensation upon retirement or severance.
- 20.4 Sick leave must run concurrently with the approved use of Family Medical Leave Act (FMLA) leave.
- 20.5 An employee may use sick leave benefits provided for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepchild, 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 benefits due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepchild, or stepparent is limited to no more than 160 hours in any 12-month period.



## **ARTICLE 21 - INJURY ON DUTY TIME**

In the event that an employee is injured and permanently or temporarily disabled while in the line of duty, he/she shall be charged sick leave for the first week, pro-rated with Worker's Compensation, so the employee will receive a full week's earnings; thereafter, he/she shall receive his/her normal compensation for his/her classification for a maximum of 18 months, and any Worker's Compensation benefits that are due and owing to the employee shall be surrendered to the City, except any permanent partial or permanent total disability awards from the Worker's Compensation claim.

## **ARTICLE 22 - FUNERAL LEAVE**

In the event of death in the family of the employee (spouse, parents, child, brother, sister, step children, stepparents, stepsiblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and relatives of the employee or spouse living in the same household), the employee shall be granted up to three days leave with paid time to make the necessary funeral arrangements and attend the funeral. In the case of the death of grandparents, step-grandparents, grandchildren, step-grandparents-in-law and grandparents-in-law, the employee shall be granted up to two days leave with paid time to make necessary funeral arrangements and to attend the funeral. Additional time may be granted due to unusual circumstances such as, but not limited to, excessive distance to travel, etc. Employees will be allowed a maximum of eight hours of paid time per year to attend the funeral of those outside of current language.

## **ARTICLE 23 - WAIVER**

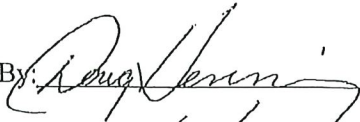
Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. The parties mutually acknowledge that during the negotiations which resulted in 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.

## **ARTICLE 24 -DURATION**

THIS AGREEMENT shall be effective as of the 1<sup>st</sup> day of January, 2023, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 27th day of December, 2022.

Law Enforcement Labor Services, Inc.

By: 

Date: 12/29/2021


Steward: 

Date: 12/29/2021

CITY OF DILWORTH  
Dilworth, Minnesota

By: 

Date: 12-12-23

By: 

Date: 12-12-23

# **Additional MOU'S**

## MEMORANDUM OF UNDERSTANDING

**WHEREAS**, Law Enforcement Labor Services, Inc. (hereinafter “the Union”), is the certified exclusive representative for a number of classifications, including Police Department employees, employed by the City of Dilworth (hereinafter “the City”); and

**WHEREAS**, there is in existence a collective bargaining agreement between the City and the Union, the current of which covers January 1, 2023 – December 31, 2025; and

**WHEREAS**, employee Hunter Rawson, a City employee and member of the LELS bargaining unit, was appointed the Acting Chief of the Police Department on May 15, 2023; and

**WHEREAS**, per the collectively bargained agreement between the City and the Union, the Acting Chief is compensated an additional \$1.50 per hour for all scheduled hours worked while assigned to perform the duties of the Chief of Police; and

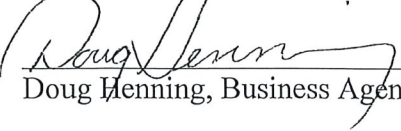
**WHEREAS**, the parties agree to allow Hunter Rawson additional compensation, as defined below, without creating a past practice.

**BE IT HEREBY RESOLVED**, the parties agree to compensate Hunter Rawson an additional \$1.50 per hour (in addition to his current hourly rate of pay) for all scheduled hours worked while assigned to perform the duties of the Chief of Police.

**BE IT FURTHER RESOLVED**, the parties agree to backpay Hunter Rawson an additional \$1.50 per hour from May 15, 2023, until November 13, 2023.

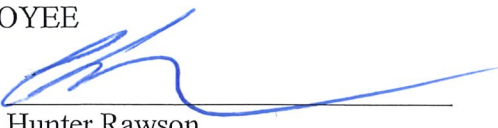
The parties agree that this MOU cannot be considered evidence in any future issues pertaining to the parties, cannot be used as evidence in any court of arbitration proceeding, is not evidence of past practice, and is based on the special circumstances in this unique situation.

LAW ENFORCEMENT LABOR SERVICES

BY:   
Doug Henning, Business Agent


Dated: 11-9-2023

EMPLOYEE

BY:   
Hunter Rawson

Dated: 11/09/2023

CITY OF DILWORTH

BY:   
Chad Olson, Mayor

Dated: 11-13-23

CITY OF DILWORTH

BY:   
L. Peyton Mastera, City Administrator

Dated: 11-13-23