

LABOR AGREEMENT

BETWEEN

CITY OF FAIRMONT



AND

LAW ENFORCEMENT LABOR SERVICES, INC.



**Law Enforcement
Labor Services, Inc.**

Representing:

(LOCAL #176)

January 1, 2023 – December 31, 2025

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ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF FAIRMONT, 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 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment contained herein for the duration of this AGREEMENT.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. Stat., Section 179A.03, subd. 8, for all police personnel in the following job classifications who are public employees as defined by Minn. Stat. Section 179A.03, subd. 7 and subd. 14:
 1. Animal & Code Enforcement Peace Officer
 2. Patrol Officer
 3. Sergeant
 4. Detective
- 2.2 In the event that the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job classification, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services.
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local #176) in the bargaining unit to which this contract applies.
- 3.4 DEPARTMENT: The City of Fairmont Police Department
- 3.5 EMPLOYER: The City of Fairmont.
- 3.6 EMPLOYER-DESIGNATED REPRESENTATIVE: A person designated by the Employer to act on behalf of the EMPLOYER.
- 3.7 CHIEF: The Chief of the Fairmont Police Department.
- 3.8 UNION STEWARD: Officer elected or appointed by the UNION.

- 3.9 OVERTIME: Work performed in excess of the employee's regularly scheduled shift or in excess of eighty (80) hours in a fourteen (14) day work period.
- 3.10 SCHEDULED SHIFT: A continuous work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 REGULAR BASE PAY RATE: The employee's hourly pay rate exclusive of longevity pay or any other special allowance.

ARTICLE IV. UNION SECURITY

- 4.1 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.
- 4.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.
- 4.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s) and will make space available for UNION meetings with prior approval when it does not conflict with the operation of the department.
- 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 not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment.
- 4.6 The EMPLOYER agrees to post all promotional opportunities within the bargaining unit; to publish the method by which promotions shall be made within the department; and to make copies of all work rules and regulations available to employees.

ARTICLE V. EMPLOYER SECURITY

Neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE VI. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by 4.2 of this AGREEMENT.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time, without loss in pay, to prepare and present the grievance to the EMPLOYER during normal working hours. The UNION representative must notify and receive written approval of the shift supervisor who shall determine that the absence from work to prepare the grievance is reasonable and will not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedures:

Step 1 An employee claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the written grievance to the employee's supervisor as designated by the EMPLOYER. The designated supervisor shall respond in writing to the written grievance within ten days. If the designated supervisor does not resolve the grievance, the grievance shall be presented in writing to the EMPLOYER-designated Step 2 Representative, the Chief of Police, within 10 days of the designated supervisor informing the EMPLOYEE of his or her decision.

Step 2 The Chief of Police or the Chief's designee will discuss and give a written answer to such Step 2 grievance within ten (10) calendar days after receipt.

A grievance not resolved by the Chief of Police in Step 2 and appealed to Step 3 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 3 within ten (10) calendar days after the EMPLOYER Representative's final answer in Step 2.

Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 Representative, the City Administrator or the Administrator's designee.

The City Administrator shall give the UNION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER Representative's final Step 3 answer.

Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 3 answer.

If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 4 answer.

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 parties by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY

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

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 WAIVER

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

ARTICLE VI. SENIORITY

- 7.1 Within thirty (30) calendar days following the signing of this AGREEMENT the EMPLOYER shall establish seniority listings as of the date of signing of the AGREEMENT. The lists shall be ordered from most to least seniority and shall include the employee's current job classification title. Such lists will be revised on an annual basis or as needed when an employee has completed a probationary period.
- 7.2 Seniority shall be defined as:
 - 7.21 Employer Seniority - the total length of continuous service with the EMPLOYER as indicated by the most recent date of hire.
 - 7.22 Department Seniority - the total length of continuous service within the Police Department, as indicated by the most recent date of hire within the Police Department:
and
 - 7.23 Job Classification Seniority - the total length of continuous service within a job classification, as indicated by the most recent date of hire within the job classification.
- 7.3 An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement. In case of lay-off, an employee shall retain his/her seniority at the time he/she is laid off. Unauthorized absence from work without notice to the EMPLOYER for three (3) consecutive workdays shall be considered a voluntary resignation except in case of emergency when it would not have been reasonably possible for the employee to have notified the employer.
- 7.4 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.

- 7.5 In case of promotion, lay-off, transfer or assignment to a job classification, seniority will be the determining factor when the job-relevant qualifications of employees are equal. In case job classification seniority between two employees is equal, department seniority shall prevail.
- 7.6 Employees laid-off by the EMPLOYER shall retain recall rights for a period of eighteen (18) months from the date of lay-off. If an opening occurs in the job classification from which the employee was laid off within the eighteen (18) months recall period, the employee will be recalled to fill that position provided that at the time of recall the employee meets the qualifications and other conditions of employment as determined by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the employee fails to return to work at the time specified by the EMPLOYER, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

ARTICLE VII. DISCIPLINE

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand.
 - b) written reprimand.
 - c) suspension.
 - d) demotion; or
 - e) discharge.
- 8.2 Notices of suspension, demotion, and discharge will be in written form and will state the reason(s) for the action taken. Notice of suspension will set forth the time period for which the suspension shall be effective. Notices of demotion will state the classification to which the employee is demoted. The UNION shall be provided with a copy of each such notice.
- 8.3 Written reprimands and notices of suspension, demotion or discharge which are to become part of an employee's personnel file shall be read and acknowledged as received by signature of the employee. Employees and the UNION shall be provided with a copy of such reprimands and/or notices. Discharge will be preceded by a five (5) calendar day suspension without pay unless the employee is a veteran as defined by Minnesota Statutes, Chapter 197.
- 8.4 An employee will not be questioned concerning an investigation regarding possible disciplinary action against the employee unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 8.5 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.6 Grievances relating to this Article may be initiated by the UNION in Step 3 of the grievance procedure.

ARTICLE IX. WORK SCHEDULES

- 9.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts.
 - b) holidays.
 - c) assigned training.
 - d) authorized leave time.
- 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 employees.
- 9.3 Employees may voluntarily switch shifts within the same pay period with the prior approval of the EMPLOYER. Voluntary switching of shifts shall not obligate the EMPLOYER for overtime pay that would not have been paid to the officer originally assigned to the shift by the EMPLOYER. An employee shall indicate on the employee's time sheet if a switch of shifts has occurred.

ARTICLE X. OVERTIME

- 10.1 Employees shall be compensated at one and one-half times the employee's regular base pay rate plus longevity pay, if applicable, for hours worked in excess of the employee's regularly scheduled shift or in excess of eighty (80) hours in a fourteen (14) day work period. Changes of shifts do not qualify an employee for overtime under this Article. Overtime shall be calculated to the nearest fifteen minutes.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by employees will 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 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE XI. COURT TIME

- 11.1 An employee who is required by the EMPLOYER to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's regular base pay rate plus longevity pay, if applicable.
- 11.2 An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

11.3 An employee shall receive one (1) hour of pay at one and one-half (1 ½) times the employee's regular base pay rate if not notified of court cancellation within 24 hours of the scheduled court appearance. The employee is not eligible for court pay if the cancelled court hearing was to occur during the employee's regularly scheduled shift.

ARTICLE XII - CALL BACK

- 12.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate plus longevity pay, if applicable. An extension of a regularly scheduled shift (both early report and/or a hold-over) does not constitute a call back.
- 12.2 Scheduled duties for training, meetings or special events are not considered call back and employees will be paid for hours worked at the regular base pay rate and will be subject to overtime in accordance with this contract.

ARTICLE XIII. JURY DUTY

An employee who is excused by the EMPLOYER for jury duty shall be paid an amount equal to the difference between the employee's jury duty pay, less mileage, and the employee's regular base pay, plus longevity pay, if applicable. If an employee is excused from jury duty prior to the end of the employee's scheduled shift, the employee shall notify the EMPLOYER who shall determine if the employee is to return to work.

ARTICLE XIV. INSURANCE

- 14.1 The employer will provide a health, major medical and dental policy for employees and their dependents which shall be referred to as Plan A. The employer will pay ninety percent (90%) of the employee only premium. The premium for family coverage will be split with seventy percent (70%) paid by the employer and thirty percent (30%) paid by the employee.

An optional High Deductible Plan D will be made available to employees. The employer will pay 100% of the employee only premium and will pay the same dollar amount as calculated on the Plan A policy for family coverage. If the employee selects the High Deductible Option, the employer will contribute \$2,000 to the employee Health Savings account for family coverage and \$500 for single coverage. The employer contribution to the HSA will be made with the first payroll of each of the two years of the agreement period

- 14.2 The EMPLOYER will pay the total amount of the premium for a group accidental death and dismemberment and life insurance policy in the amount of ten thousand (\$10,000.00) dollars for each regular full-time employee.
- 14.3 The Employer will contribute up to three hundred dollars (\$300.00) annually for prescription or safety eyewear purchased by regular full-time employees.
- 14.4 The insurance coverage is subject to the limitations, benefits and conditions established by the EMPLOYER'S contract with the insurance carrier. The EMPLOYER is not liable for claims as a

result of a denial of insurance benefits by an insurance carrier. Any change in coverage will be negotiated with the UNION.

ARTICLE XV. 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 written request of either party.

ARTICLE XVI. MSRS HEALTH CARE SAVINGS PLAN

16.1 The Employer will establish a post-employment Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The fund will be funded with the following contributions:

- a. All Employees shall contribute \$25 per pay period.
- b. Any severance due to the Employee upon separation from employment from banked vacation, holiday, compensatory time, and sick leave shall be deposited into the Employee's Health Care Savings Plan. In the event of the Employee's death, these funds shall be paid to the Employee's estate.
- c. Employer will not contribute any money to the funds.

ARTICLE XVII. SICK LEAVE, DEFERRED SICK LEAVE AND SEVERANCE PAY

17.1 Sick Leave: Sick leave shall be accrued at the rate of 10 hours per month.

17.2 Severance Pay: At the time an employee retires, and/or otherwise terminates, the employee shall have deposited into their MSRS Health Care Savings Plan (HCSP) account a severance payment from accrued sick hours in accordance with the following schedule:

- 10% of total accrued hours - 0 to 840 hours
- 100% of total accrued hours - 841 hours to 1,200 hours
- 10% of total accrued hours - 1,201 hours and up

Notwithstanding any contrary or conflicting provisions of this Labor Agreement, any severance pay due to the employee upon separation from employment shall be deposited into the employee's HCSP account.

ARTICLE XVIII. - VACATION

18.1 Vacation accruals shall be granted in accordance with the following schedule. Each employee shall be required to take a minimum of forty-eight hours vacation per year, with any remaining unused vacation eligible for "sell-back" to the City at that employee's regular base pay rate during the same year it would otherwise be used as vacation time.

- 18.1.1 Employees hired prior to October 1, 2010, will receive their accrued vacation hours on January 1st of each year. Their vacation hours will be used in the calendar year in which they are earned. All employees shall have the option of carrying over a maximum of one hundred and twelve (112) hours of vacation (including holiday vacation bank) over into the next year. Vacation hours in excess of (112) not taken during the year and not eligible for carry-over shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.
- 18.1.2 Employees hired after October 1, 2010, will receive their accrued vacation hours on their employment anniversary date. Their vacation hours will be used in the year (365 days) following their anniversary date. All employees shall have the option of carrying over a maximum of one hundred and twelve (112) hours of vacation (including holiday vacation bank) over into the next year following their anniversary date. Vacation hours in excess of (112) not taken during the year and not eligible for carry-over shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.

18.2

<u>Years of Service</u>	<u>Hours of Vacation</u>
After 1	80
After 4	112
After 8	144
After 12	152
After 14	160
After 16	168
After 18	176
After 20	184
After 21	192
After 22	200
After 23	208
After 24	216
After 25	226

- 18.3. Employees hired after January 1, 2023 will begin to accrue vacation on the date of hire, however, employees are not eligible to use vacation for the first 90 days of employment. All employees may carry-over one hundred twelve (112) hours of their annual vacation accrual (including holiday vacation bank) into the next anniversary year. Vacation hours in excess of 112 not taken during the year shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.

Years of Service	Annual Vacation Hours Earned	Per Paycheck Accrual
<u>1-4</u>	80	<u>3.08</u>
<u>5-8</u>	112	<u>4.31</u>
<u>9-12</u>	144	<u>5.54</u>
<u>13-14</u>	152	<u>5.85</u>
<u>15-16</u>	160	<u>6.16</u>
<u>17-18</u>	168	<u>6.47</u>
<u>19-20</u>	176	<u>6.77</u>
<u>21</u>	184	<u>7.08</u>
<u>22</u>	192	<u>7.39</u>
<u>23</u>	200	<u>7.70</u>
<u>24</u>	208	<u>8.00</u>
<u>25</u>	216	<u>8.31</u>
<u>26 and over</u>	226	8.70

ARTICLE XIX. HOLIDAYS

19.1 The following eleven (11) days shall be considered holidays:

- | | |
|----------------------------|--------------------------|
| New Year's Day | January 1 |
| Presidents' Day | 3rd Monday in February |
| Good Friday | |
| Memorial Day | 4th Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving Day | |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

19.2 Employees shall receive total of one hundred ten (110) hours added to each employee's vacation time. Except as indicated in 19.3, the use of holiday time shall be treated the same as vacation, including the "sell-back" privilege. Employees required to work on a designated holiday shall be paid at two times their base pay rate plus longevity pay, if applicable.

The hours eligible for double time pay will be the twenty-four (24) hour period beginning at 12:00 a.m. on the day of the actual holiday. Hours worked on a holiday will not be eligible for overtime pay in addition to the double time pay.

- 19.3 Holiday leave time for a new employee or an employee leaving employment shall be appropriately prorated to reflect the actual holidays observed by the Employer as of the date of the event affecting employment status. If an employee leaving employment has taken more holiday leave time than the appropriate pro-rated amount, the difference shall be deducted from the employee's final paycheck.
- 19.4 Juneteenth shall be added as a holiday under the terms of this contract upon the adoption of Juneteenth by the State of Minnesota as an official state holiday. If adopted by the State of Minnesota each employee will receive an additional 10 hours of vacation time for the holiday.

ARTICLE XX. UNIFORMS

- 20.1 All employees by this AGREEMENT shall receive \$775 per year in 2023, 2024 and 2025 as a uniform allowance. Payment of the uniform allowance to be made to the employee as follows:
 - 1/2 with the first payroll in June; and
 - 1/2 with the first payroll in December

Yearly uniform allowance accrual begins on January 1 and shall accrue on the first of each month thereafter. Uniform allowance shall be pro-rated for new employees and employees separating employment based on the actual months worked.

- 20.2 Employer will purchase protective vests for all employees.

ARTICLE XXI. LEAVE FOR SERIOUS ILLNESS OR DEATH - IMMEDIATE FAMILY

- 21.1 The EMPLOYER will approve leave with pay not to be deducted from sick leave in case of death or serious illness in the immediate family. Such leave shall be limited up to a maximum of forty hours per occurrence. The number of hours used on the occasion of a death in the immediate family will be at the discretion of the EMPLOYER.
- 21.2 The term immediate family as referred to in this Article shall include the following family members: spouse, parent (including step and in-laws), child (including step), grandchild (including step), grandparents, brother and sister (including step and in-laws).
- 21.3 Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. Days when an employee may absent himself/herself from the workplace will be determined by the appropriate supervisor.
- 21.4 Any employee selected to act as a pallbearer, driver or military honor guard for a deceased person whose funeral takes place during the scheduled shift of the employee, will be allowed up to ten (10) hours of funeral leave with pay, not more than three (3) times per calendar year.

ARTICLE XXII. TRAINING

- 22.1 The EMPLOYER shall provide reimbursement for training expenses for assigned training in accordance with the EMPLOYER'S policy for all regular, full-time employees.
- 22.2 Training required by the EMPLOYER shall be counted as hours of work. When such training requires travel outside the City limits, travel time will be counted as hours of work.
- 22.3 Hours of work for training required by the EMPLOYER and travel outside of the City limits shall be compensated for in accordance with the Fair Labor Standards Act and with the provisions of the Article in this AGREEMENT that covers overtime, where applicable.
- 22.4 The EMPLOYER shall pay for the employee's P.O.S.T. license fee.

ARTICLE XXIII. MPPOA CONVENTION

- 23.1 The EMPLOYER will pay lodging, meal expense, and cost of travel for one employee to attend the MPPOA convention. Attendance at this conference will be open to employees designated by the members to attend. If attendees are working, their shift shall be covered. If scheduled off, there will be no hourly compensations.

ARTICLE XXIV. COMPENSATORY TIME OFF

- 24.1 An employee shall be given the option of compensatory time off in lieu of payment for overtime or double time. All comp time will accumulate at the appropriate overtime or double time rate. The maximum comp time accumulation an employee is allowed to carry at any one time is the equivalent of sixty hours of straight time. The maximum comp time accrual in a calendar year is 200 hours. Unused comp time may be cashed out by the employee at any time and added to the employee's next paycheck. Comp time will be taken with the mutual agreement of the employee and his/her supervisor. All comp hours remaining at the time of the final pay period of the year will be paid out at the employees' regular rate of pay. Comp hours will not carry-over to the next calendar year.
- 24.2 The sell back of compensatory hours does not count towards hours worked for overtime calculations.

ARTICLE XXV. INJURY ON DUTY

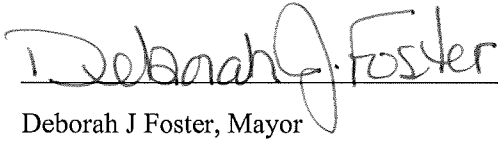
An employee injured on duty and receiving Workers Compensation shall receive the full amount of their regular rate of pay for the first sixty (60) calendar days by the City, covering the difference between the Workers Compensation benefit and the full amount of the employee's regular rate of pay. After that period, the employee may have the option of receiving the full amount of the employee's regular rate of pay, subject to the following conditions: a) the employee's Workers Compensation benefit shall be turned over to the employer; and b) the difference between the Workers Compensation benefit and the regular rate of pay shall be deducted from the employee's accumulated sick leave at the employee's discretion.

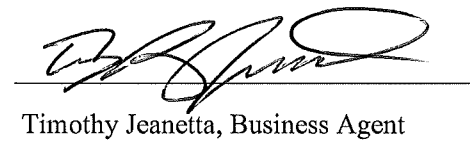
ARTICLE XXVI. DURATION

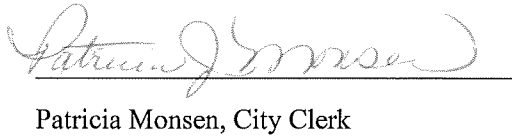
This AGREEMENT shall be effective as of January 1, 2023 and shall remain in full force and effect until the thirty first day of December 2025. In witness whereof, the parties hereto have executed this AGREEMENT on this 27 day of DECEMBER, 2022.

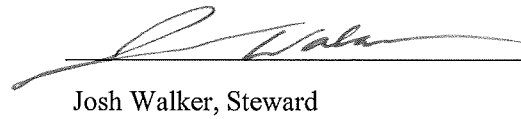
FOR THE CITY OF FAIRMONT;

FOR THE UNION;


Deborah J Foster, Mayor


Timothy Jeanetta, Business Agent


Patricia Monsen, City Clerk


Josh Walker, Steward

APPENDIX A – COMPENSATION

Job Classification	Position Points
Patrol Officer	229
Detective	272
Sergeant	287

Wage Scale

1. Each step on the scale will be a single year adjustment. Employees will be moved to the next step on the scale on their anniversary date (with the exception of newly promoted employees.)
2. Newly promoted employees will be moved to an appropriate step on the pay scale for the new classification that does not result in a pay reduction. The date of promotion will start the clock for future progression through the pay scale for the new classification
3. Employer maintains the ability to place a new hire at any step on the scale commensurate with their education and experience.

Shift Premium

In addition to the above listed hourly regular base rates, Employees will be paid an additional 2% of their hourly regular base rate for each hour actually worked between 6PM and 6AM.

Specialty Pay

1. Employees fulfilling the position of Field Training Officer (FTO) will receive an additional 3% of their hourly regular base rate of pay for hours spent conducting FTO duties with the probationary officer. Employer reserves the right to approve, modify, or alter the schedule and assignments of the FTO.
2. Employees fulfilling the positions of Use of Force Instructor, Taser Instructor, and Firearms Instructor will receive an additional 3% of their hourly regular base rate of pay for hours spent in the instruction of the assigned materials.

**APPENDIX B - CANINE OFFICER
COMPENSATION**

- I In addition to the regular rate of pay as provided for in Appendix A of this LABOR AGREEMENT, the Canine Officer(s) shall receive the following compensation:
- A. Compensation on scheduled days off: Canine officer shall be paid 1/2 hour at the current overtime rate.
 - B. Compensation on scheduled workdays: Canine officer shall receive 20 minutes compensatory time for each scheduled workday at a rate of one and one half (1-1/2) times the regular rate of pay. Said time shall be added to the Canine Officer's vacation balance at a rate of four (4) hours per pay period.
 - C. Canine officer compensation is limited to the designated canine officer. Employees that temporarily agree to care for the canine in the canine officer's absence will not receive the additional compensation in appendix or under Article XVII Call Back.

II Canine Care and

Maintenance Food and

Medical Provision

The EMPLOYER shall provide all dog food and medical care for the canine(s), (i.e.: vitamins, medications, check-ups vaccinations, prescriptions and any other items deemed necessary by a veterinarian), for the life of the canine while employed by the City of Fairmont.

III Clothing/Equipment

A. Clothing Allowance

Canine officer(s) shall receive \$200.00/year in addition to the officer's regular uniform allowance.

LELS Proposed Steps 3.5% - 2023

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8 \$	36.23 \$	37.19 \$	38.18 \$	39.19 \$	40.23 \$	41.30 \$	42.39 \$	43.51 \$	44.66 \$	45.84
253	286	9	39.22	40.26	41.33	42.43	43.55	44.70	45.88	47.10	48.35	49.63
287	316	10	42.46	43.59	44.75	45.94	47.16	48.41	49.69	51.01	52.36	53.75

LELS Proposed Steps 3.25% - 2024

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8	37.41	38.40	39.42	40.46	41.53	42.63	43.76	44.92	46.11	47.33
253	286	9	40.50	41.57	42.67	43.80	44.96	46.15	47.37	48.63	49.92	51.24
287	316	10	43.84	45.00	46.19	47.41	48.67	49.96	51.28	52.64	54.03	55.46

LELS Proposed Steps 3% - 2025

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8	38.53	39.55	40.60	41.68	42.78	43.91	45.07	46.26	47.49	48.75
253	286	9	41.71	42.82	43.95	45.11	46.31	47.54	48.80	50.09	51.42	52.78
287	316	10	45.15	46.35	47.58	48.84	50.13	51.46	52.82	54.22	55.66	57.13