

AGREEMENT
BETWEEN
CITY OF JORDAN
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
JORDAN POLICE OFFICERS
(LOCAL 318)

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees, and the Union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to terms and conditions of employment contained herein.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all licensed police personnel in the following described unit:

All essential Employees of the Police Department of the City of Jordan, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and nonessential Employees.

- 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 class the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement the following terms and phrases shall have the meaning given to them:

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 318)
- 3.2 EMPLOYER: The City of Jordan, Minnesota
- 3.3 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The City of Jordan Police Department
- 3.6 UNION OFFICER or STEWARD: Officer elected or appointed by the Law Enforcement Labor Services, Inc.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to direct the operations and management of all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to establish work schedules and assign overtime; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 5. LEGAL SERVICES

- 5.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify an Employee and/or their estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the Employee's duties.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize deduction in writing an amount necessary to cover monthly Union dues checked off by payroll deduction. Such monies shall be remitted to Law Enforcement Labor Services Inc., 2700 Freeway Blvd, Suite 700 Brooklyn Center, MN 55430.
- 6.2 The Union may designate Employees from the bargaining unit to act to Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of Steward and/or alternate. Such notification shall be within thirty days from the date of any change to the Steward and/or alternate positions.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice (s) and announcement (s) when it does not conflict with the operation of the Department.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements 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.
- 6.5 The Employer agrees not to enter into any additional Agreements with Employees, individually or collectively, concerning the terms or conditions of employment contained in/or conflicting with this Agreement.
- 6.6 The Employer agrees to allow the officers and representative of the bargaining unit reasonable time off and leave of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Department.
- 6.7 The Employer agrees to post all promotional opportunities within the Department; 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 7. EMPLOYER SECURITY

- 7.1 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, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work

or the abstinence in whole or in 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 or compensation or the rights, privileges or obligations of employment.

ARTICLE 8. EQUAL APPLICATION

- 8.1 The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to race, color, creed, gender, sexual orientation, national origin, religion or political affiliation. The Union and the Employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.
- 8.2 The Employer shall not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union which is in accordance with the provisions of the Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in the administration of the Agreement because off/on membership in the Union.
- 8.3 The Union accepts its responsibilities as exclusive representative and agrees to represent all Employees in the bargaining unit without discrimination.

ARTICLE 9. PREVIOUS CONDITIONS

- 9.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms or conditions of employment to the extent inconsistent with provisions of this Agreement are superseded by this Agreement.
- 9.2 The parties mutually acknowledge that during the negotiations which results in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining.

ARTICLE 10. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

- 10.1 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.
- 10.2 In the event of such Grievance arising there shall be no suspension of operations, but an earnest effort shall be made to resolve such Grievances in a manner prescribed by this Agreement.
- 10.3 Union Representatives: The Employer will recognize the Union 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 Section 6.2 of this Agreement.
- 10.4 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 a Union Representative shall be allowed a reasonable amount of time without loss in pay when a Grievance is investigated and presented to the Employer during normal working hours provided that the Employee and a 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.

10.5 Procedure: Grievances, as defined by Section 10.1 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 Employee's supervisor as designated by the Employer. The supervisor will discuss and give an answer to such Step 1 Grievance within fourteen (14) 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 and the remedy requested. Any appeal shall be made within fourteen (14) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written Grievance shall be presented by the Union and discussed with the Chief of Police. The Chief shall give the Union their answer in writing within fourteen (14) calendar days after receipt of such Step 2 Grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Chiefs final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the written Grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within fourteen (14) calendar days after receipt of such Step 3 Grievance. A Grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the City Administrator's final answer in Step 3. Any Grievance not appealed in writing to Step 4 by the Union within fourteen (14) 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 within ten (10) calendar days following the Employer-designated representative's final Step 3 answer.

Step 5. 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 2 answer. The Union may submit the Grievance to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an Arbitrator shall be made in accordance with procedures established by the Bureau of Mediation Services.

10.6 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.

C. 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 terms of this Agreement and to the facts of the grievance presented.

D. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

E. The fees and expenses of 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.

10.7 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.

10.8 Election of Remedies. If, as a result of the written EMPLOYER'S response in 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 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used, Step 4 of this Article or, and alternate procedure and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claim subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC V. Board of Governors of State Colleges and

Universities, 957 F. 2d 424 (7 Cir.), cert. denied. 506 U.S. 906, 113 S. Ct. 299(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this section 6 shall be null and void.

ARTICLE 11. SAVINGS

- 11.1 This Agreement is subject to the laws of the United States, and in the State of Minnesota.
- 11.2 In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement 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 provisions may be renegotiated upon written request of either party.

ARTICLE 12. DISCIPLINE

- 12.1 The Employer will discipline for just cause. Discipline will be in one or more of the following forms:
- a. Oral Reprimand
 - b. Written Reprimand
 - c. Suspension
 - d. Demotion
 - e. Discharge
- 12.2 Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The Union shall be provided with a copy of each such notice.
- 12.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and receipt acknowledged by signature of the Employee. The Employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the Employee's personnel file and be of no effect one (1) year after that date on which the Employee acknowledged the reprimand provided that the Employee's file contains only the one (1) written reprimand within the twelve (12) month period.
- 12.4 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 12.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 12.6 Grievances relating to Article 12.5 may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE 13. JOB SAFETY

- 13.1 It shall be the policy of the Employer that the safety of Employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 13.2 It shall also be the responsibility of all Employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This Employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 14. VOLUNTARY SHIFT SWITCHING

- 14.1 Employees may voluntarily switch shifts with the approval of the Chief. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE 15. SENIORITY

- 15.1 **Seniority Definition.** Seniority shall mean an Employee's continuous length of service with the Employer since their last date of hire. An Employee's continuous service record shall be broken only by separation from service by reasons 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. Seniority rosters may be maintained by the City Administrator on the basis of time in grade and time within specified job classifications.

A seniority roster of all employees shall be conspicuously posted in the Patrol Officer's room to include the employee's name, date of hire, and POST number. Additionally, the Employer agrees to furnish bulletin board space in the employee break area and allow for regular use of the employer's electronic communications systems (i.e. email) for official Union related business.

- 15.2 **Lay Off Definition.** In case of a reduction in the work force, 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.
- 15.3 **Recall Definition.** An Employee on lay off shall have an opportunity to return to work within twelve (12) months of the time of the Employee's lay-off before any new Employee is hired. Recalled Employees shall have fourteen (14) calendar days after notification of recall by registered mail at the Employee's last known address to report to work or forfeit all recall rights.
- 15.4 **Probationary Employee Definition.** During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period, twelve (12) months, a newly hired or rehired Employee may be returned to the previously held position at the sole discretion of the Employer.

Probationary periods shall not exceed one (1) year.

- 15.5 **Vacation Selection.** Vacation requests shall be granted on the basis of Seniority if the Employee makes the request four (4) months prior to the desired vacation dates. All Union

Employees shall submit a written request for vacation to the Police Chief prior to the first of April of each year. All requests made after the first of April will be scheduled in the order submitted. All requests shall be approved by the City Administrator or their designee.

ARTICLE 16. WORK SCHEDULE

- 16.1 The normal work year shall consist of 2,080 hours to be accounted for by each full-time Employee through the following:
- a. scheduled hours of work,
 - b. approved and assigned training, and
 - c. authorized paid leave time
- 16.2 The normal shift shall not exceed twelve (12) hours.
- 16.3 Meals left at the restaurant will be reimbursed. Guest checks signed by the proprietor will be necessary for reimbursement.
- 16.4 Full-time Employee will be paid in twenty-six (26) equal periods in a calendar year.

ARTICLE 17. COURT TIME

- 17.1 An Employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of three (3) hours of pay at one and one-half (1 ½) times the Employees base pay rate. This does not include the lunch hour.

ARTICLE 18. CALL BACK

- 18.1 A regular full-time Employee called back to work outside their scheduled shift shall be paid for a minimum of three (3) hours at time and one-half (1 ½) their regular base rate of pay. An extension or early report to a regular scheduled shift for duty does not qualify the Employee for the three (3) hours minimum.
- 18.2 The City will provide a cell phone to all full-time Employees covered under this Agreement. The cell phone shall be used for official business as needed. Employees shall not be required to carry the Employer issued cell phone while off duty unless mutually agreed as part of a specialized duty assignment.

Employees covered by this Agreement agree to be subject to reasonable phone calls and text and/or SMS messages and agree to return phone calls and text and/or SMS messages within reasonable times without compensation by the Employer while off duty on non-employer issued cell phones and/or at their home phone. Employees shall not be required to regular email communications from the employer while off duty.

ARTICLE 19. STANDBY PAY

- 19.1 Employees required by the Employer to Standby for court shall be paid for such Standby time at one-half (1/2) the regular rate of pay for each hour on Standby.

ARTICLE 20. OVERTIME

- 20.1 A regular full-time Employee will be compensated at one and one-half (1 ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift at the authorization of the Employer. Changes of shift do not qualify an Employee for overtime under this Article.
- 20.2 Overtime will be distributed as equally as practicable. Overtime refused by an Employee will, for record purposes, be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.
- 20.3 Employees have an obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 20.4 Overtime compensation shall be made either in cash or compensatory time off, at the Employee's option. No Employee shall accumulate more than forty (40) hours in compensatory time; hours earned in excess of forty (40) hours shall be paid in cash at the overtime rate.
- 20.5 Compensatory time off will be taken only with the prior approval of the Employer.
- 20.6 Grant and other contract source funded overtime opportunities shall not be eligible to accrue compensatory time in lieu of overtime pay.

ARTICLE 21. SICK/FUNERAL LEAVE

- 21.1 A regular, full-time Employee shall accrue eight (8) hours of sick leave with pay for each calendar month of employment.
- 21.2 Unused sick leave shall accumulate to a maximum of seven hundred twenty (720) work hours for regular, full-time Employees. Time on suspension, absent without leave or leave without pay shall not be counted in determining a calendar month of employment.
- 21.3 Upon termination of employment with the City, after 15 years of service, regular, full-time Employees shall be paid for 30% of unused sick leave to a maximum of two hundred sixteen (216) hours based upon the Employee's current hourly rate.
- 21.4 Effective August 1, 2013, sick leave used on or after this date applies to adult children, spouses, siblings, parents and grandparents as well as stepparents for cities with 21 or more employees.
- 21.5 An Employee who is unable to report to work due to illness or injury shall notify the supervisor or Employer designated representative prior to their scheduled starting time, except in the event of an emergency which prevents an Employee from making such notification. An Employee who fails to provide notice as required may be subject to disciplinary action.
- 21.6 Employees shall be afforded the use of sick time outlined in MN statute 181.9413

21.7 Employees shall be granted up to three (3) paid days, subject to Administrator discretion for death and funeral in the immediate family. IF additional time is needed, floating holidays or vacation time must be used. Immediate family is defined as husband, wife, child, father, mother, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, sister/brother-in-law, niece, nephew, aunt, uncle, grandchild, grandparents, step or foster children.

ARTICLE 22. LEAVES OF ABSENCE

22.1 Funeral Leave Definition. When death occurs in the immediate family of a regular, full-time Employee, the Employee will, upon written request and approval, be excused for up to three (3) normally scheduled days of work provided that the Employee attends the funeral. This time shall not be deducted from the employee's sick, vacation, or compensatory time off.

22.2 Immediate Family Definition. For purposes of Article 22, immediate family is defined as current spouse, parents and grandparents of the Employee, parents and grandparents of the current spouse, children of the Employee and brothers and sisters of the Employee.

22.3 Jury Duty. If a regular, full-time Employee is required to serve as a juror during the Employee's scheduled shift, the Employer shall compensate the Employee in the amount of the difference between the Employee's base pay and jury duty pay. An Employee shall not receive more than the Employee's regular take-home pay as a result of any Employer-paid supplement to jury duty pay. If the jury is dismissed prior to the end of the Employee's regular scheduled shift, the Employee shall report to work.

ARTICLE 23. VACATION

23.1 Employees shall be entitled to a paid vacation based upon services in the prior year. Annual leave shall be earned as follows:

1-5 years -2 weeks or 80 hours
6-10 years -3 weeks or 120 hours
11-15 years -3 ½ weeks or 140 hours
Over 16 years- 4 weeks or 160 hours

23.2 A regular full-time Employee will be allowed to use vacation as earned and to accumulate vacation up to one and one-half (1 ½) times vacation earned annually.

23.3 Vacation will be taken only with the prior approval of the Employer.

ARTICLE 24. HOLIDAYS

24.1 Thirteen (13) days during the calendar year shall be observed and considered as paid holidays for all regular, full-time Employees. These shall consist of thirteen days identified below.

- | | |
|-----------------------------|-------------------------------|
| 1) New Year's Day | 8) Veteran's Day |
| 2) Martin Luther King's Day | 9) Thanksgiving Day |
| 3) Presidents Day | 10) Friday after Thanksgiving |
| 4) Memorial Day | 11) Christmas Eve Day |
| 5) Juneteenth | 12) Christmas Day |
| 6) Independence Day | 13) New Year's Eve Day |

7) Labor Day

24.2 All regular, full-time Employees shall be granted one (1) Personal Day each calendar year of this Agreement. The Employee shall request and receive written approval by the Employer prior to the date of the Personal Day. Probationary Employees shall be eligible to use their Personal Day with prior authorization of the Employer. The difference in the number of hours in the Personal Day and the Employee's shift may be made whole using approved leave.

24.3 All regular, full-time Employees shall be paid holiday pay equal to eight (8) hours at their regular rate of pay for eleven holidays. The payout shall be for five (5) holidays on the first payroll period in June and six (6) days on the last payroll period in November of each year.

In addition, if any portion of the work scheduled falls on a holiday, the Employee shall also be entitled to additional one-half (½) for all hours worked on the holiday.

24.4 If a full-time Employee is hired or separates in good standing from employment at any time during the calendar year, the Employee shall receive earned Holiday Pay in 24.3 on a pro-rated basis. The Employee shall not be eligible for Holiday Pay in 24.3 if the Employee is terminated for cause.

ARTICLE 25. INJURED ON DUTY

25.1 The Employer agrees to furnish Worker's Compensation on Employees covered by this Agreement.

25.2 Upon request of a regular full-time Employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the benefits received by the Employee under the Worker's Compensations Act and the Employee's regular base pay until the Employee's earned sick leave, vacation and compensatory time have been exhausted.

25.3 During the first fourteen (14) calendar days, deduction from sick leave, vacation and compensatory time shall be made in accordance with Section 26.2. After fourteen (14) calendar days, the Employer shall pay, without deduction from sick leave, vacation or compensatory time, the difference between the benefits received by the Employee under the Worker's Compensation Act and the Employee's regular base pay for a period not to exceed ninety (90) calendar days.

25.4 Payments to the Employee under this Article shall not exceed the Employee's regular base pay.

ARTICLE 26. INSURANCE

26.1 The Employer agrees to provide Employees under this Agreement with the same level of insurance benefits as provided for other city employees. This will be under a uniform cafeteria plan.

- 26.2 Effective January 1, 2023 the Employer will pay up to eight hundred fifty (\$850) towards single health insurance coverage and one thousand three hundred fifty (\$1,350) dollars towards family health insurance coverage.
- 26.3 Effective January 1, 2024 the Employer will pay up to nine hundred (\$900) dollars towards single health insurance coverage and one thousand four hundred (\$1,400) dollars towards family health insurance coverage.
- 26.4 Effective January 1, 2025 the Employer will pay up to nine hundred (\$900) dollars towards single health insurance coverage and one thousand four hundred fifty (\$1,450) dollars towards family health insurance coverage.
- 26.5 Employees not choosing dependent coverage cannot be covered at Employer expense for any additional insurance other than group health, group dental, and group life insurance.
- 26.6 The City will provide a single paid dental plan at no cost to the Employee.
- 26.7 The City will purchase long term disability insurance for all regular full-time Employees.
- 26.8 The City will provide, at no cost to the Employee, a flexible spending account. This flexible spending account will be provided so long as permitted under IRS, state or Federal regulations, to Employees covered under the terms of this Agreement. The flexible spending account will permit Employees to defer pre-tax amounts necessary to provide for health insurance premiums not covered by amounts provided for in Section 26.2, 26.3, and 26.4.
- 26.9 The Employer agrees to administer the Health Care Savings Plan (HCSP) in the State of Minnesota. Minnesota State Retirement System (MSRS) established for the LELS (Local #318) Union Employee by the LELS (Local #318) Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS (Local #318) Union. All employees in the bargaining unit will contribute at the following levels:
- 0-5 years of service 1%, 6-10 years of service 2%, 11 plus years of service 2.5%
- 26.10 The Employer agrees to deposit into the Employees Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS). 100% of accrued vacation (Article 23.2), Compensatory Time (Article 20.4), Holiday Pay (pro-rated Article 24.3) and 30% of Unused Sick Leave Bank (Article 21.3) upon separation of employment with the city.

ARTICLE 27. TRAINING

- 27.1 The Employer will be responsible for providing a maximum of 48 hours of approved Continuing Education Credits for each full time Employee covered under this Agreement during the three-year licensure period.
- 27.2 All reasonable expenses will be paid by the Employer upon prior approval of the Administrator or their designee.
- 27.3 Employer to pay the cost for P.O.S.T. Licensing for Employees covered by this Agreement.

27.4 Assigned training hours may be scheduled in lieu of the Employee's scheduled shift. Should the hours of assigned training on any day be less than the hours of a normal shift, the difference shall be rescheduled by the employer within the same pay period.

The employee has the option of using accumulated compensatory time or vacation time in lieu of returning to work to complete a shift.

ARTICLE 28. UNIFORM ALLOWANCE

28.1 A full-time employee will receive a uniform allowance of twelve hundred dollars (\$1,200). Regular full-time Employees shall receive the annual maintenance allowance through regular payroll in March.

A part-time Employee will receive a uniform allowance equal to one half (½) the regular full-time uniform allowance to be used for the purchase of authorized uniform articles. Regular part-time Employees shall receive the annual maintenance allowance through regular payroll in March.

28.2 A new Employee shall receive the equivalent of year's Clothing Allowance upon appointment by the City. The new Employee shall be eligible for a Uniform Allowance beginning the next calendar year as specified in Article 28.1. The initial uniform provided by the employer will include the following items:

- 3-Police Badges
- 1-Soft Body Armor Vest
- 1-Taser
- Collar Brass; and
- All required jacket/shirt patches and emblems

28.3 Upon termination of service with the City, each Employee shall return to the City the following items:

- 3-Police Badges
- 1-Taser
- Collar Brass

ARTICLE 29. SALARY

29.1 The following Police Officer Wage table shall be in effect from the first payroll period in January. The wage table is located in Appendix "A" Officers will be paid at the following grades:

Officer	Grade 11
Investigator	Grade 12
SRO	Grade 12
Sergeant	Grade 14

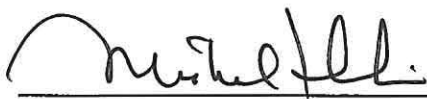
29.2 The wage rate for part-time officers will equal seventy-five percent (75%) of the starting police officer wage rate in Article 29.1.

29.3 The K-9 is the property of the City of Jordan. If the K-9 Handler/Officer leaves, the K-9 will remain the property of the City of Jordan. The K-9 will live with the K-9 Handler/Officer and the City of Jordan shall provide a squad car for the K-9 to be transported in while on duty. The City of Jordan shall be responsible for all expenses for the care and maintenance of the K-9. The K-9 Handler/Officer shall receive 100 hours of comp time a year for the ongoing training which will be used only at the discretion of the Employer.

ARTICLE 30. DURATION

30.1 Except as herein provided this Agreement shall be effective January 1, 2023 and shall continue in full force and effect until December 31, 2025, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

CITY OF JORDAN LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 318)



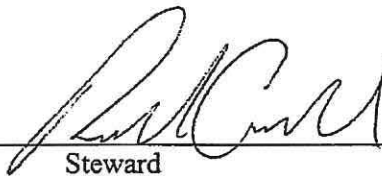
Mayor



Business Agent



City Administrator



Steward

Date

Steward

Date

Appendix A
% Between Grades: 6%, % Between Steps: 3%

2023 Scale 5% COLA

Hourly (2080/yr.)-Step

		Step								
Grade	1	2	3	4	5	6	7	8	9	
11	\$73,046.06	\$75,237.44	\$77,494.56	\$79,819.40	\$82,213.98	\$84,680.40	\$87,220.81	\$89,837.44	\$92,532.56	
Per Hour	\$35.12	\$36.17	\$37.26	\$38.37	\$39.53	\$40.71	\$41.93	\$43.19	\$44.49	
12	\$77,428.82	\$79,751.69	\$82,144.24	\$84,608.56	\$87,146.82	\$89,761.23	\$92,454.06	\$95,227.68	\$98,084.51	
Per Hour	\$37.23	\$38.34	\$39.49	\$40.68	\$41.90	\$43.15	\$44.45	\$45.78	\$47.16	
14	\$86,999.02	\$89,608.99	\$92,297.26	\$95,066.18	\$97,918.17	\$100,855.71	\$103,881.38	\$106,997.83	\$110,207.76	
Per Hour	\$41.83	\$43.08	\$44.37	\$45.70	\$47.08	\$48.49	\$49.94	\$51.44	\$52.98	

2024 Scale 3% COLA

Hourly (2080/yr.)-Step

		Step								
Grade	1	2	3	4	5	6	7	8	9	
11	\$75,237.44	\$77,494.56	\$79,819.40	\$82,213.98	\$84,680.40	\$87,220.81	\$89,837.44	\$92,532.56	\$95,308.54	
Per Hour	\$36.17	\$37.26	\$38.37	\$39.53	\$40.71	\$41.93	\$43.19	\$44.49	\$45.82	
12	\$79,751.69	\$82,144.24	\$84,608.56	\$87,146.82	\$89,761.23	\$92,454.06	\$95,227.68	\$98,084.51	\$101,027.05	
Per Hour	\$38.34	\$39.49	\$40.68	\$41.90	\$43.15	\$44.45	\$45.78	\$47.16	\$48.57	
14	\$89,608.99	\$92,297.26	\$95,066.18	\$97,918.17	\$100,855.71	\$103,881.38	\$106,997.83	\$110,207.76	\$113,513.99	
Per Hour	\$43.08	\$44.37	\$45.70	\$47.08	\$48.49	\$49.94	\$51.44	\$52.98	\$54.57	

2025 Scale 3% COLA

Hourly (2080/yr.)-Step

		Step								
Grade	1	2	3	4	5	6	7	8	9	
11	\$77,494.56	\$79,819.40	\$82,213.98	\$84,680.40	\$87,220.81	\$89,837.44	\$92,532.56	\$95,308.54	\$98,167.79	
Per Hour	\$37.26	\$38.37	\$39.53	\$40.71	\$41.93	\$43.19	\$44.49	\$45.82	\$47.20	
12	\$82,144.24	\$84,608.56	\$87,146.82	\$89,761.23	\$92,454.06	\$95,227.68	\$98,084.51	\$101,027.05	\$104,057.86	
Per Hour	\$39.49	\$40.68	\$41.90	\$43.15	\$44.45	\$45.78	\$47.16	\$48.57	\$50.03	
14	\$92,297.26	\$95,066.18	\$97,918.17	\$100,855.71	\$103,881.38	\$106,997.83	\$110,207.76	\$113,513.99	\$116,919.41	
Per Hour	\$44.37	\$45.70	\$47.08	\$48.49	\$49.94	\$51.44	\$52.98	\$54.57	\$56.21	