

LABOR AGREEMENT
BETWEEN
CITY OF LAKE CITY, MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 121

Effective January 1, 2023 through December 31, 2025

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ARTICLE 1—PURPOSE OF AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2022, and is entered into Between the City of Lake City, a Municipal Corporation, hereinafter called ("EMPLOYER") and the Law Enforcement Labor Services, Inc., Local No. 121, hereinafter called (LELS). The intent of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2—RECOGNITION

- 2.1 The Employer recognizes LELS as a sole and exclusive bargaining agent under the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., Minnesota Statutes, for all essential employees in the Lake City Police Department excluding supervisory employees, confidential employees, and all other City employees.
- 2.2 In the event the Employer and LELS 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 will continue to recognize the LELS as the exclusive representative until such time as a majority of the members reject this Association in a legal selection process or until such time as the Bureau of Mediation Services issues a cease and desist order.

ARTICLE 3—DEFINITIONS

- 3.1 LELS: Law Enforcement Labor Services, Inc., the Exclusive Bargaining Agent.
- 3.2 EMPLOYER: City of Lake City or its representatives.
- 3.3 LELS MEMBER: A member of LELS.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has completed the required probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service with the Employer.
- 3.8 LELS OFFICER: Duly appointed or elected officer of LELS.

- 3.9 FULL TIME EMPLOYEE: A regular employee employed on a full-time basis by the Employer, meaning an average of forty (40) hours per week and Two Thousand Eighty (2,080) hours per year.
- 3.10 PART TIME EMPLOYEE: A regular employee employed on a basis of fifty percent (50%) or more of full-time employment by the Employer. A part-time employee shall receive pro-rated fringe benefits and salary on the basis of the salary schedule.
- 3.11 LESS THAN PART-TIME EMPLOYEE: A regular employee employed on the basis of less than fifty percent (50%) of full-time employment and is a member of the bargaining unit. Less than part-time employees shall not receive any fringe benefits and shall be paid on a pro-rated basis on the salary schedule.
- 3.12 FRINGE BENEFITS: Include, but are not limited to, insurance benefits, vacations, holidays, sick leave, bereavement leave and other leaves.

ARTICLE 4—EMPLOYEE SECURITY

- 4.1 There shall be no discrimination against any employee because of LELS membership or non-membership, or because of race, creed, sex, color or religious or political belief.
- 4.2 The LELS may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of the names of such stewards.
- 4.3 The Employer shall deduct from the first pay of each month, for those employees who certify to it in writing, the regular monthly dues, and forward such monies to the designated office of the LELS.
- 4.4 When requested to do so by the LELS, the Employer shall deduct each month from the pay of those employees not members of the LELS, a fair share that shall not exceed that provided by P.E.L.R.A.
- 4.5 The LELS 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 Subsection 4.3 and 4.4 of this Article.
- 4.6 The Employer agrees not to enter into any agreement with employees individually or collectively, covered by this Agreement, which conflicts with the provisions of this Agreement, unless otherwise ordered by a Court, administrative agency of the State or Federal Government, or required by the laws of the State of Minnesota or the United States.
- 4.7 The Employer agrees to make space available on the Employer bulletin board for the posting of LELS notice(s) and announcements and to make space available on the employee bulletin board for meetings when it does not conflict with the operation of the department.

- 4.8 The Employer agrees to allow officers and representatives of the bargaining unit reasonable time off, not to exceed a total of 30 hours per year, with prior approval on two (2) days notice and without pay, for the purpose of conducting LELS business when such time will not unduly interfere with the operations of the Department as determined by the Chief of Police.

ARTICLE 5—EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 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 6—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 terms and conditions of this Agreement.
- 6.2 **ASSOCIATION REPRESENTATIVES.** The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The LELS shall notify the Employer in writing of the names of such LELS Representatives and of their successors when so designated.
- 6.3 **PROCESSING OF A GRIEVANCE.** It is recognized and accepted by LELS 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 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 the LELS 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 program of the Employer.
- 6.4 **PROCEDURE:** Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:
- Step 1. An employee claiming 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. A grievance not presented within the twenty-one (21) days as herein required shall be considered waived. The

Employer-designated representative shall discuss and give an answer to such Step 1 grievance within ten (10) 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 provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by LELS within ten (10) calendar days after receiving the answer to Step 1.

A grievance not appealed to Step 2 in ten (10) days shall be considered waived.

- Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 2 representative. The Employer-representative shall give LELS the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days after receiving the answer to Step 2. A grievance not appealed in ten (10) days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give LELS the Employer's 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-designated representative's final answer in Step 3. Any grievance not appealed in writing in Step 4 within ten (10) calendar days shall be considered waived.
- Step 3A. A grievance unresolved in Step 3 and appealed to Step 4 by LELS 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.
- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted to arbitration as defined herein.

6.5 **REQUEST FOR ARBITRATION.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, the Union or the City and such request must be filed with the Employer's designated representative within ten (10) calendar days following the decision in Step 3 of the grievance procedure.

6.6 **PRIOR PROCEDURE REQUIRED.** No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

6.7 SELECTION OF ARBITRATOR. Upon the proper submission of a grievance under the terms of this procedure, the parties, shall within twenty-one (21) calendar days after the request to arbitrate, attempt to agree upon the selection of an arbitrator unless the parties mutually agree to waive the timelines in writing. If no agreement on an Arbitrator is reached, either party may request, from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified Arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) Arbitrators until only one (1) name remains. The remaining Arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Failure to agree upon an Arbitrator or the failure to request an Arbitrator from the Bureau within the twenty-one (21) calendar days after the request to arbitrate is filed shall constitute a waiver of the grievance unless the parties mutually agree to waive timelines in writing. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances 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.

6.8 SUBMISSION OF GRIEVANCE INFORMATION

- A. Upon appointment of the Arbitrator, the appealing party shall within ten (10) calendar days after notice of appointment forward to the Arbitrator, with a copy to the Employer's representative, the submission of the grievance which shall include the following:
 - (1) The issues involved;
 - (2) Statement of the facts;
 - (3) Position of the grievant;
 - (4) The written documents relating to the grievance procedure.
- B. The Employer shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

6.9 HEARING: The grievance shall be heard by a single Arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the Arbitrator. The proceeding before the Arbitrator shall be a hearing denovo.

6.10 DECISION: The decision by the Arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the Arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. The Arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the Arbitrator.

6.11 EXPENSES: Each party shall bear its own expenses in connection with arbitration including

expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally, fees and expenses of the Arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

- 6.12 JURISDICTION. The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the Arbitrator pursuant to the terms of the procedure. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement; nor shall an Arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall any jurisdiction of the Arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- 6.13 ELECTION OF REMEDIES AND WAIVER. If, as a result of the Employer response in Step 3, the grievance remains unresolved, the grievance may be appealed to either Step 4 of this Article or other legal procedures such as, but not limited to, Civil Service, Veteran's Preference, or Fair Employment. If the grievant elects a remedy for settlement on the basis of the grievance other than is provided in Step 4 of this Article, the grievant shall thereafter, not be subject to the herein provided arbitration procedure.

ARTICLE 7—WORK SCHEDULES

- 7.1 The Employer shall be the sole authority in determining work schedules, hours of employment, and changes thereto. When and under what circumstances work schedules and hours of employment are determined or changes shall be within the sole discretion of the Employer.
- 7.2 The normal work week shall be an average of forty (40) hours in a five (5) day period.
- 7.3 The normal work year shall consist of Two Thousand Eighty (2,080) hours, accounted for by each employee through:
- a. Hours worked on assigned shifts;
 - b. Assigned training by Employer;
 - c. Authorized leave time and paid time off;
 - d. Employees required to attend department meetings at a time other than during the employee's work shift, shall be paid at the rate of time & one-half (1 ½), computed on the employee's regular rate of pay for each hour part thereof, with a one (1) hour minimum at the time & one-half (1 ½) rate of pay. Nothing in this section shall be construed to limit the Employer's right to call department meetings at any time, to require attendance thereof or to limit the length of said meetings.

- 7.4 Voluntary shift switching by employees may be arranged between employees provided: a written request is submitted not less than 72 hours (three days) in advance of the schedule shift; it is approved by the police chief or designate; and such switching is not used as the basis for a claim for overtime.
- 7.5 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 per day, per week or per year.

ARTICLE 8—OVERTIME

- 8.1 All hours worked by an employee in excess of a normally scheduled daily work shift shall be paid for at the rate of one and one-half (1 ½) times the employee's regular straight time rate of pay. In computing overtime compensation, overtime hours shall not be pyramided, compounded, or paid twice for the same hours worked. To receive compensation for overtime the overtime shall be approved in advance by the Employee's immediate supervisor except in case of an emergency.
- 8.2 A change of shift does not qualify an employee for overtime under the provisions of this Article.
- 8.3 Employees required to appear in Court during their off-duty hours shall receive a minimum of three (3) hours pay at one & one-half (1 ½) times their regular straight time hourly rate. Employees who receive less than 24 hrs notice that they are not required to appear at a scheduled Court appearance, shall receive the Court minimum pay provided by this Section.
- Employees who work a shift in which the majority of hours fall between 11:00 p.m. and 7:00 a.m. and are required to appear in court during their off-duty time, shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times their regular straight time hourly rate.
- 8.4 An employee called back to work after completion of a regular shift, or on a day off, shall receive a minimum of two (2) hours at one and one-half (1 ½) times his/her regular straight time hourly rate of pay. This Section shall not apply to any time contiguous with the beginning or ending of an employee's scheduled shift.
- 8.5 Overtime will be distributed as equally as practicably. Overtime refused by an employee shall, for record purposes, be considered 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 will be calculated to the nearest fifteen (15) minutes.
- 8.6 An employee may elect to bank and carry over overtime earned (at the rate of one and one-half hours of compensatory time for each hour of overtime earned) and use it as compensatory time off provided:

- (a) the accumulated overtime for this purpose does not exceed 60 hours;

- (b) the scheduling of compensatory time off shall be approved by the employer provided it does not interfere with the Employer's work schedule, as determined by and in the sole judgment of, the Employer.

ARTICLE 9—PAID TIME OFF

- 9.1 Employees who are regularly scheduled to work at least 1.0 FTE (40 hours per week) (Eligible Employees) will receive paid time off (PTO) hours in lieu of the traditional vacation and sick leave. Paid Time-Off (PTO) shall be distributed in lieu of traditional sick leave, personal days and vacation benefits.
- 9.2 Eligible Employees will be compensated at their regular rate of pay and are eligible to be compensated for PTO upon initial date of hire.
 - A. PTO hours must be used to maintain the Eligible Employee's normal work schedule.
 - B. The number of earned/available paid time off hours is recorded on the Eligible Employees statement of earnings.
 - C. Any accumulated PTO hours will be paid upon termination or resignation regardless of the length of employment at the rate of pay at termination or resignation.

PTO will be distributed by the following formula:

<u>Years of Employment</u>	<u>PTO</u>
Less than two	132 hours
3-6	156 hours
7-10	180 hours
11-14	204 hours
15-18	234 hours
19-22	252 hours
23-26	264 hours
27 +	270 hours

- 9.3 Maximum PTO Accrual is 800 hours.
- 9.4 Beginning the 3rd year of employment, an employee may choose to receive (if available in PTO bank) up to a maximum of (80) hours as cash out from banked PTO every calendar year. This benefit is only available if the employee has complied with the annual minimum 40 PTO hours required time off or retains (80) hours of banked PTO hours for the required time off per calendar year after the cash out is paid.
- 9.5 During the month of March each year, the Employer shall post a schedule for Eligible Employees to take PTO during the following calendar year. Eligible Employees, by seniority,

may elect to have up to two blocks of five days or longer and no more than five single days of available PTO scheduled for the following calendar year during the March posting period. Following the March posting period, Eligible Employees shall, on a first come as requested basis, make a written request to the Employer not less than fourteen (14) days prior to the posting of the schedule during which the PTO use is requested, for the scheduling of their PTO days, except for illness, emergency needs, or if it does not interfere with the Employer's work schedule as determined by, and in the sole judgment of, the Employer. The Employer shall evaluate each PTO request prior to the PTO days being authorized or granted.

- A. PTO days may be granted at any time during the year subject to the operating policies of the Employer.
- B. Eligible Employees will not be permitted to work on scheduled PTO days unless requested by the Employer.
- C. PTO may be used in one hour increments.

9.6 A spell of illness of an Eligible Employee not covered by the Employer's Disability Plans will be paid from the available PTO account.

- A. Before paying any short term disability benefits pursuant to the Employer's Disability Plan, the Employer may require the Eligible Employee to furnish a written certificate of a physician who attended the Employee in connection with the illness or injury causing the absence, verifying the necessity of the absence for the period actually incurred.

9.7 In the event of an illness, injury or disability, the first normally scheduled forty (40) hours of such illness, injury or disability in a calendar year shall be taken from the Paid Time Off (PTO) bank or as unpaid time.

9.8 Unused sick leave hours are frozen at the time of conversion to Paid Time off. This amount must be used prior to receiving short-term or long-term disability benefits. At the time of an Employee's retirement or resignation, one-half of the unused sick leave hours shall be paid to the Employee at the then Employee's basic rate of pay. In the event an Employee is terminated for cause, there shall be not payment to such an Employee on the unused sick leave hours.

9.9 All regular full-time Employees under the PTO program are eligible to participate in the short-term disability leave program after successful completion of the Employee's probationary period. Banked and unused sick leave must be exhausted before an Employee is eligible for short-term or long-term disability benefits. The City self-funds the short-term disability program.

9.10 On implementation of PTO, existing sick leave will be "frozen" and kept for sick leave use in a separate account. In an employee requires sick leave, the employee must use 40 hours of PTO per calendar year prior to using the banked sick leave.

- 9.11 The City will pay 100% of the cost of a long-term disability plan for full time and eligible part-time employees.
- 9.12 Eligible part-time employees shall have all benefits under PTO pro-rated by the amount of hours they work in comparison to full-time employment.
- 9.13 An employee who leaves the employment of the City shall be compensated for one-half of their remaining frozen sick leave bank within 60 days of separation of employment. An employee terminated for cause shall forfeit the sick leave bank.
- 9.14 The Employer's Public Employees Retirement Association (PERA) contribution shall be made while an Employee is on short-term disability provided the Employee continues the employee contribution.
- 9.15 Upon implementation of PTO, existing benefits due under the old plan shall be pro-rated based on the anniversary date of employee employment.

ARTICLE 10—HOLIDAYS

- 10.1 In lieu of scheduling holidays, regular employees will receive pay at their average per diem annual salary for eleven (11) eight (8) hour holidays by separate, electronic check deposit, payable on the first full pay period of November. The eleven (11) paid holidays are in lieu of the following named holidays:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Christmas Day	

If an employee is required to work on any of the named holidays, the employee shall be compensated at time & one-half (1 ½) the regular hourly rate of pay for each hour worked on their shift.

- 10.2 In addition to the foregoing paid holidays, each Officer will be entitled to take in every calendar year, two (2) ten (ten) hour floating holidays. The floating holidays will not accumulate from one year to the next. The floating holidays will be taken at the discretion of the officer subject however to appropriate scheduling and approval by the Chief of Police. In case of a conflict regarding the choice for the floating holiday by more than one Officer, the decision will be based on the Officer's seniority. An Officer requesting a floating holiday must give the Chief of Police two (2) weeks' notice thereof. No more than one (1) employee may be on vacation, holiday, or leave at the same time unless approved by the Employer or their representative.
- 10.3 Employees in their first year of employment will have their holidays paid at a prorated

rate from the employees starting date in accordance with Article 10.01, Employees that separate from the city will have their holiday pay pro-rated in accordance Article 10.01 from their separation date and paid to the employee on the next available city payroll.

ARTICLE 11—BEREAVEMENT LEAVE

11.1 In the event of death in the immediate family of a regular employee, the employee shall be granted days of bereavement leave with pay according to the following schedule:

Six (6) days for spouse or child of the employee

Three (3) days for mother, father, grandchild, mother-in-law, father-in-law, sister, brother, stepmother, stepfather, sister-in-law, brother-in-law

One (1) day for grandparents of either employee or spouse

11.2 Pallbearers shall receive a 3-hour leave of absence with pay at straight time. Honor guards at military funerals shall receive a 3-hour leave of absence with pay at straight time.

11.3 Any employee may request an unpaid leave to attend the funeral of a relative or friend, subject to the approval to their supervisor/department head.

ARTICLE 12—OTHER LEAVES

12.1 Any military leave of absence shall be handled as provided by law. An employee who requests to take military leave shall notify the Employer in writing of the period requested and in advance of such dates as possible.

12.2 Any employee who is scheduled to work within 12 hours prior to the time the employee is required to report for military duty qualifying under MN Statutes 192.26 shall be allowed to take any part or portion of the shift off falling within said 12 hour period but not less than 5 hours, as vacation, or be allowed to switch with another employee provided notice thereof complies with the applicable provisions of this contract.

ARTICLE 13—INSURANCE

13.1 The Employer shall make available to the regular employees a group program of insurance. A representative of the LELS shall participate in the City Employee Insurance Committee for purposes of recommending to the Employer, a group insurance program covering the members of the employee's unit as well as other City employees.

13.2 The Employer agrees to contribute toward the cost of said insurance program per regular employee on a monthly basis: an amount equal to ninety percent (90%) for individual health coverage for the term of this contract; an amount equal to seventy percent (70%) for

individual and dependent (family) average for the term of this contract; and an amount equal to one hundred percent (100%) of the cost of life, AD&D and STP insurance during the term of this Contract. Any premium costs exceeding said amounts shall be paid by the employee by payroll deduction.

- 13.3 The Employer shall provide a liability insurance plan for the employees, the terms of which shall be determined by the Employer.
- 13.4 Either party may elect to re-open the Labor Agreement for the limited purpose of discussing health insurance terms for 2021 and 2022. Employees may elect to participate in the Public Employee Insurance Program (PEIP) beginning in calendar year 2021 or 2022 so long as the Union gives advance notice to the City of employees' intent to participate in the program. Advance notice shall be at least 30 days prior to the anticipated change.

ARTICLE 14—SENIORITY, PROBATION

- 14.1 All newly hired or rehired employees will serve a twelve (12) month probationary period. Probationary employees may be terminated at the sole discretion of the Employer. This section does not apply to employees on voluntary or in-voluntary lay-offs up to 3 years.
- 14.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the first date of continuous employment with the Employer.
 - 14.2.1 The principals of seniority shall apply in lay-offs, recalls, and transfers, provided however, no full time employee shall be laid off while probationary or part time employees are working and provided further the senior employee is qualified to perform the work available.
- 14.3 Job openings shall be posted on the employees' bulletin board, and employees shall have five (5) working days in which to apply, any such application shall be considered on the same basis as any outside applications.
 - 14.3.1 Notices of openings will be mailed to employees absent from work under any authorized leave, at the time such openings are posted.
- 14.4 Prior to laying off an employee the Employer will offer a voluntary leave of absence to other Employees in the effected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though the Employee was working, but said leave shall be without pay or fringe benefits. The leave shall be for a period not to exceed three (3) years from the effective date of the leave. An Employee returning from voluntary leave must meet peace officer requirements of a new hire.

ARTICLE 15—DISCIPLINE

- 15.1 Regular employees shall be disciplined for just cause only and discipline may take any of the

following forms:

Oral reprimand
Written reprimand
Suspension with or without pay
Demotion
Termination

- 15.2 Except as provided in Section 14.1 prior to suspension, demotion or termination of an employee for disciplinary reasons, the Employer shall prepare and furnish a statement of the reasons therefore, and the proposed disciplinary action to the employee.
- 15.3 If the Employer, because of the serious nature of pending charges against an employee, causes the immediate suspension of said employee, the statement of reasons shall be served within forty-eight (48) hours after the suspension.
- 15.4 The statement of charges shall be in written form and shall contain the allegations that will be presented by the Employer at any hearing to justify the intended action. The charges shall be served upon the employee or in his/her absence by registered mail, with a copy by registered mail to LELS.
- 15.5 Employer actions under Subsection 15.2 shall be subject to the grievance procedure in Article 6, provided that in the case of discharge, the grievance, if any, may be advanced to Step 2.
- 15.6 If the Employer has reason to reprimand an employee, it should, when possible, be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand, within forty-eight (48) hours of the reprimand.

ARTICLE 16—OUTSIDE EMPLOYMENT

- 16.1 Officers may engage in off-duty employment subject to the following limitations:
- (1) Such employment shall not interfere with or be conducted during the Officer's hours of employment with the department;
 - (2) Officers shall not engage in any employment or business involving the sale or distribution of alcoholic beverages, bail bond agencies, investigative work for insurance agencies, or attorneys where there are or may exist matters involving their official capacity of Police Officers, collection agencies, or where the outside employment may reasonably:
 - (a) render the Officer unavailable during an emergency;
 - (b) physically or mentally exhaust the Officer to the point that his/her performance may be affected;

- (c) require that any special consideration be given to the scheduling of the Officer's regular duty hours; or
- (d) bring the department disrepute or impair the operation or efficiency of the department or office.

ARTICLE 17—JOB SAFETY

- 17.1 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 responsibilities. The extent of the safety program shall be determined by the Employer.
- 17.2 It shall also be the responsibility of all employees to participate and cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 18—RESIGNATION

- 18.1 Employees wishing to resign shall provide the Employer with a ten (10) day written notice, which may be waived by the Employer, provided the employee is required to report for employment with the new Employer as a condition of employment.

ARTICLE 19—LONGEVITY PAY

- 19.1 After five (5) full years of employment, an employee will be paid longevity pay on the first pay period of the sixth year of his/her employment, longevity pay in the amount of \$208.00. On the anniversary date, after each full year of employment thereafter, the longevity pay will be increased in the amount of \$41.60. A full year of employment shall mean full-time employment status for the entire year between anniversary dates of employment.

ARTICLE 20—WAGES

- 20.1 All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement. Schedule "A" is based on an average of forty (40) hours per week and 2,080 hours per year. Any decrease in the average weekly or yearly hours will require a corresponding decrease in the salary schedule on a pro-rated basis.
- 20.2 The Employer reserves the exclusive right to place a new employee on any step of the attached salary Schedule "A" as may be mutually agreed to with the new employee. Thereafter step increases shall correspond to the employee's anniversary date. Nothing herein shall prohibit the Employer from advancing an employee more than one step within any given year of service if, within its sole judgment the Employer determines that such an

advance is appropriate.

ARTICLE 21—UNIFORM ALLOWANCE

21.1 The type and style of clothing and equipment shall be determined by the Employer. New employees shall be furnished with required uniforms, weapon, brass, leather, duty ammunition, and safety equipment as determined by the Employer. Original issue to each new employee shall be as follows:

- Three (3) Long sleeve shirts
- Three (3) Short sleeve shirts
- Three (3) Pairs of medium weight trousers
- One (1) Cool shirt
- One (1) Garrison hat with strap and rain cover
- One (1) Winter weight parka
- One (1) Summer weight car. coat
- One (1) Bullet proof safety vest
- One (1) Leather equipment belt, black in color
- One (1) Leather holster, black in color
- One (1) Leather handcuff case, black in color
- One (1) Leather mace holder, black in color
- One (1) Leather flashlight/nightstick holder, black in color
- One (1) Set of handcuffs and keys, can of mace and winter hat
- One (1) Rain coat

Effective January 1, 2020, each employee shall receive an annual clothing allowance of \$800.00, which shall be paid to the Officers, one-half in the first pay period of February, and one-half in the first pay period of August. In addition to the annual allowance, the Employer shall replace clothing damaged during the line of duty. All purchases and maintenance of Employer-required clothing and equipment by an Officer shall be directly related to the Officer's regular employment and shall be approved by the Chief of Police. All originally issued equipment and clothing and replacements made by the Employer, shall remain the property of the City. The use of originally issued clothing and equipment and replacement thereto by the Employer shall be subject to City and Police policy. Nothing herein shall be construed to limit the Employer's right to require clothing and equipment of an employee that exceeds the annual clothing allowance as herein provided.

- 21.2 The City will provide a ballistic vest of the Officers choosing so long as the vest meets minimum standards as set by the Chief of Police. The City will pay an amount up to the amount reimbursed to the City as set by Federal and or State Statute. Any cost in excess of this amount reimbursed to the City will be paid by the Officer.
- 21.3 All clothing and equipment originally issued by the Employer and furnished to the employee pursuant to Section 21.1, shall be returned to the Employer at the time of the replacement thereof by the Officer or upon the termination of the employee's employment with the Employer, which ever shall occur first. All replacements of clothing and equipment by the

employee shall belong to the employee.

- 21.4 For new Officers, no clothing allowance will be provided until the first January 1 or July 1 that immediately follows the end of the first year of employment.

ARTICLE 22—POST-BOARD FEES

- 22.1 The Employer shall pay the annual Post-Board fees for the renewal of Employee's license.

ARTICLE 23—INJURY ON DUTY

- 23.1 An employee injured during the performance of his or her duties and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular rate of pay and Workers' Compensation insurance payments for a period not to exceed thirty (30) calendar days per injury from the date of the injury. After thirty (30) calendar days the employee may, at his or her option, have the difference between the employee's regular rate of pay and Workers' Compensation insurance payments deducted from the employee's accrued paid time off.

ARTICLE 24—WAIVER

- 24.1 Any and all 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.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the 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. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 25—SAVINGS CLAUSE

- 25.1 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 judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 26—DURATION


26.1 Except as otherwise indicated this Agreement shall be effective January 1, 2020 and shall continue in full force and effect until December 31, 2022 and shall continue thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, modify, or terminate this Agreement shall notify the other in writing at least sixty (60) days prior to the termination date or any anniversary thereof.

26.2 THIS AGREEMENT is dated the day and year first above written.

EMPLOYER:

CITY OF LAKE CITY
A Municipal Corporation

BY: 
Mayor of Lake City

BY: 
City Clerk

LELS:

LAW ENFORCEMENT LABOR
SERVICES INC., LOCAL NO. 121

BY: 
Union Steward *Aaron Foss*

BY: 
Union Steward *Michael Beckler*

BY: *Tim Chmiolowski*
Business Agent

Schedule A

Wages

	<u>01/01/2023</u>	<u>1/01/2024</u>	<u>01/01/2025</u>
Start	<u>29.17</u>	<u>30.04</u>	<u>30.95</u>
After 6months	<u>29.89</u>	<u>30.79</u>	<u>31.71</u>
After 1 year	<u>30.62</u>	<u>31.54</u>	<u>32.48</u>
After 2 years	<u>31.37</u>	<u>32.32</u>	<u>33.28</u>
After 3 years	<u>33.44</u>	<u>34.45</u>	<u>35.48</u>
After 4 years	<u>34.55</u>	<u>35.58</u>	<u>36.65</u>
After 5 years	<u>36.80</u>	<u>37.91</u>	<u>39.04</u>

JUVENILE OFFICER

An additional \$200.00 per month to Step/Wage as called for in Schedule A

INVESTIGATOR

6.6% above current Step/Wage as called for in Schedule A

TRAINING OFFICER

In addition to monthly salary, \$50.00 per month during the work assignment. The Training Officer position shall be appointed by the Chief of Police.

FIELD TRAINING OFFICER

An Officer assigned an employee for training during a full shift, shall receive additional compensation equal to one (1) hour of his/her regular overtime pay.

NIGHT SHIFT DIFFERENTIAL

Shift differential applies to Employees whose shift starts at or after 6 pm. If the Employee is eligible for the Night Shift differential, \$.50 per hour shall be paid to all employees who are working an assigned shift between 9pm - 6am. If 50% or more of the shift falls between 9pm and 6am, the Employee shall receive night differential for their entire shift.

Schedule B

**MSRS
Health Care Savings Plan**

Beginning January 1, 2011 Employees shall contribute to the Post Employment Health Care Savings Plan as provided by the Minnesota State Retirement System based on the following:

- 1) All employees with 0 to 12 years of service shall contribute \$25.00 per pay period for 24 pay periods per year.
- 2) All employees with 13 years of service and over shall contribute \$50.00 per pay period for 24 pay periods per year.
- 3) Employees who are eligible for a Public Employees Retirement Association pension shall contribute 100% of their Sick Leave and 50% of their Paid Time Off as provided for in Section 9.2, Section 9.3, and Section 9.9, in this agreement. The remaining Paid Time Off shall be paid to the Employee.