

LABOR AGREEMENT

Between

CITY OF LE SUEUR



And

LE SUEUR POLICE OFFICERS

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL 137



Effective

January 1, 2024 - December 31, 2025

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Article 1: Agreement of the Parties

- 1.1 This Agreement is entered into between the City of Le Sueur, hereinafter called the "Employer", and Law Enforcement Labor Services, Inc. hereinafter called the "Union".

Article 2: Purpose and Definitions

- 2.1 It is the intent and purpose of this Agreement to promote and maintain harmonious relations between the Employer and its Employees, to establish the hours of work, rates of pay and other conditions of employment, and to provide a means of settling differences and grievances arising from the terms of this Agreement as set forth herein.
- 2.2 The Employer and the Union agree to continue their dedication to the highest quality public service. Both parties recognize this Agreement as a pledge of this dedication.
- 2.3 The following are terms and associated definitions used in this Agreement:
- a. Employer: City of Le Sueur
 - b. Union: Law Enforcement Labor Services, Inc.
 - c. Employee: A member of the formally recognized bargaining unit which has the Union as its formal representative.
 - d. Union Member: A member of the Union.
 - e. Base Hourly Pay Rate: An Employee's hourly pay rate as stipulated in Appendix "A" of this Agreement, exclusive of any special allowances. The base hourly pay rate shall be determined by dividing the annual salary as stated in "Appendix A" by 2,080.
 - f. Seniority: An Employee's length of continuous service with the Employer since last date of hire.

Article 3: Recognition

- 3.1 The Employer recognizes the Union as the formal representative for all essential employees of the Le Sueur Police Department, Le Sueur, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory and confidential employees.

Article 4: Employer Rights

- 4.1 The management of the governmental operations of the City of Le Sueur and the direction of its work forces, including, but not limited to: the rights to determine the continuance or discontinuance of any part or any operation thereof, maintain the efficiency of operations, to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, to shift work or Employees, or change the number of working hours per day or week, change processes, procedures or materials and equipment or operations, and to determine operations, standards of operations and the location of operations shall be vested solely and exclusively in the Employer in accordance with existing and future laws and regulations.

- 4.2 The Employer shall be the sole judge of applicants and candidates for employment, qualifications, and physical fitness.
- 4.3 The Employer shall have the right to schedule and assign work to be performed, and the right to hire or rehire Employees who are laid off, to demote, promote, suspend, discipline or discharge for any cause in violation of this Agreement, and to transfer or lay off Employees due to lack of work, or for other legitimate reasons.

Unless otherwise specifically set forth herein, when the Employer assigns an Employee's duties that require either greater or lesser skills than an Employee's usual duties under their job classification, Employees shall not be compensated either more or less for accomplishing such duties but shall be paid in accordance with the base hourly pay rate set forth for such Employee's job classification as provided for in Appendix "A" of this Agreement.

- 4.4 The Employer may take whatever action is necessary to carry out the functions of the City of Le Sueur involving situations of an emergency nature.
- 4.5 Supervisory and other personnel may perform any duties necessary to conduct the operations of the Police Department.
- 4.6 The Employer reserves and retains in full any and all rights, prerogatives, and privileges except to the extent that such rights, prerogatives and privileges are specifically limited in this Agreement.

Article 5: Work Rules

- 5.1 The Employer shall have the right to establish, maintain and enforce or rescind, amend, or change rules and regulations, provided such rules and regulations are not in conflict with the provisions of this Agreement.
- 5.2 The Employer shall post, in an accessible place, and keep posted for at least two (2) weeks a written or printed copy of all such changes in rules and regulations and any new rules and regulations, with a copy provided to the Union.
- 5.3 Employees violating rules and regulations established by the Employer may be disciplined by requiring counseling, remedial education, or by disciplining such Employee by verbal reprimand, written reprimand, suspension with or without pay, demotion, or discharge.

Article 6: Non-Discrimination

- 6.1 The Employer agrees not to interfere with the right of any Employee to become or refrain from becoming a member of the Union and agrees there will be no restraint, discrimination, or coercion by the Employer against any of its Employees because of membership or non-membership in or activity or non-activity on behalf of the Union.

- 6.2 The Union agrees there will be no solicitation of membership or collection of dues from its members which in any manner will interfere with the work and duties of Employees, or any of the Employer's operations.
- 6.3 The Union agrees that neither it, nor its members or agents, will intimidate or coerce Employees to join the Union.

Article 7: Strike

- 7.1 The Union and its members will not cause, condone, instigate, encourage, cooperate or engage in, or permit its members to cause or engage in, nor will any Employee or appointee take part in any strike, sit-down, stay-in, slow-down, picketing, sympathy strike, or refusal to cross any picket line upon or near the premises or equipment of the Employer, or against the Employer upon other premises or equipment, or any curtailment, restriction, or interference with work or function of the Employer or its agents, servants, or Employees, nor advise such action to its members or any other person during the life of this Agreement.
- 7.2 Any Employee who violates the provisions of this Article may have their appointment or employment terminated by the Employer, effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee. Service may be made by certified mail.
- 7.3 For purposes of this Article, an Employee who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 7.4 Any Employee who knowingly violates the provisions of this Article and whose employment has been terminated pursuant to this Article, may, subsequent to such violation, be appointed or re-appointed, employed or re-employed, but the Employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as they may have theretofore been entitled. No Employee shall be entitled to any daily pay, wages or per diem, for the days on which they engaged in a strike.

Article 8: Grievance Procedure

- 8.1 A grievance is defined as a dispute between the Employer and the Employee and/or the Union over the application, interpretation, or alleged violation of a specific provision of this Agreement.
- 8.2 The following clauses shall be applied to and relied upon by both parties as the sole and exclusive means of seeking adjustment of and settling grievances.

8.3 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's duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received 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.

8.4 Definitions and Interpretations:

- a. Extension: Time limits specified in this Article may be extended by mutual agreement.
- b. Days: Reference to days regarding time period in this procedure shall refer to calendar days. Days designated as legal holidays by State or Federal Law shall not be counted in determining time periods.
- c. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default shall not be included. The last day of the period so computed shall be counted unless it is a Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Sunday or legal holiday.
- d. Filing and Postmark: The filing or service of any notice or document herein shall be timely if either deposited in the United States Post Office properly addressed to the addressee's last known address with sufficient postage affixed and bearing a postmark of the United States Mail within the time period, or is served personally.
- e. Jurisdiction: If any grievance is in process at the time of expiration of this Agreement, the decision will be based on the terms and conditions of the contract in force when processing of the grievance is commenced.

8.5 Procedure:

Grievances, as defined in Section 8.1 hereof, shall be resolved in conformance with the following procedure:

Step 1: An Employee or group of Employees shall attempt to resolve the matter with the Employee's immediate supervisor within twenty-one (21) days after the Employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five (5) days after the grievance is presented.

Step 2: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Step 1, a written grievance shall be served on the Chief of Police. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the agreement or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the

Chief of Police within ten (10) days after the immediate supervisor's response was due under Step 1.

Step 3: If the grievance is not resolved under Step 2, the written grievance shall be served upon the City Administrator within ten (10) days after the written response required by Step 2 was due. The City Administrator, within ten (10) days of service of the written grievance shall attempt to resolve the matter. The City Administrator shall serve a written response to the grievance within ten (10) days of receipt of the Step 3 grievance.

Step 4: A grievance not resolved in Step 3 may be advanced to Step 4 within ten (10) calendar days following the receipt by the grievant of the City Administrator's Step 3 decision. Any grievance not appealed in writing to Step 4 by the grievant within such ten (10) day period shall be considered waived. A grievance unresolved in Step 3 and advanced to Step 4 by the grievant shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. 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.

8.6 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, 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 will be submitted in writing within thirty (30) days following the 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 borne equally.

8.7 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 for each step may be extended by mutual agreement of the Employer and the Union.

- 8.8 Choice of Remedies: If, as a result of the written Employer 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 Article 8 or a procedure such as Veteran's Preference or Human Rights. If appealed to any procedure other than the arbitration procedure as provided in Step 4 of Article 8, the grievance is not subject to the arbitration procedure in Step 4 of Article 8, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 8, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 8.

Article 9: Hours of Work

- 9.1 The normal work year shall consist of 2,080 hours to be accounted for by each Employee through the following:
- a. Scheduled hours of work
 - b. Holidays
 - c. Assigned training
 - d. Court time
 - e. Authorized leave time
- 9.2 The normal or regular working hours for Full-Time Employees shall be eight (8) to twelve (12) hours per workday. This shall not be construed as a guarantee to any Employee of any minimum number of hours of work or as a limitation of the number of hours of work which the Employer may require and schedule as conditions necessitate.
- 9.3 Determination of regular starting times for work schedules shall be made by the Employer. Schedules may be changed to suit varying conditions.
- 9.4 For Full-Time Employees, hours worked specifically authorized by the Employer in excess of a regularly scheduled work shift, as established by the Employer no less than fourteen (14) days in advance shall be compensated at one and one-half (1 ½) times the Employee's base hourly pay rate.
- 9.5 Overtime Work: All Employees are required to perform all necessary overtime work and an Employee may be excused for good cause providing another qualified Employee is available to perform the required work.
- a. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
 - b. Overtime shall be calculated to the nearest fifteen (15) minutes.

- c. The City of Le Sueur will comply with all State and Federal laws concerning overtime and training time.
- d. An Employee recalled to work during their scheduled off-duty time will be paid a minimum of two (2) hours at two (2) times the Employee's base hourly pay rate. An Employee will not be eligible for the minimum if the recall results in an early report or extension of a shift.
- e. An Employee scheduled for court during their scheduled off duty time will be paid a minimum of three (3) hours at two (2) times the Employee's base hourly pay rate. This shall also be in effect if the court appearance is cancelled within twenty-four (24) hours of the scheduled start time/date. An Employee will not be eligible for the minimum if the scheduled appearance results in an early report or extension of a shift.
- f. Employees will have the option of taking overtime pay or compensatory time (as defined below) for hours worked or accumulated. No more than one hundred (100) hours of compensatory time may be accumulated in any calendar year. With the City Administrator's authorization, the one hundred (100) hour cap may be waived for Employees due to emergency situations. Any unused compensatory time balance remaining in the last pay period of December will be paid out to the Employee.
- g. Compensatory Time: an option for Full-Time Employees that allows for an Employee to choose if hours worked according to provisions in Article 9.4 are to be used as time off. Example: an Employee works 13 hours on a 12-hour shift; the Employee has the option to either be paid one (1) hour of overtime at one and one half (1 ½) times base hourly pay rate, or convert this overtime to compensatory time for future time off. If compensatory time is elected, it is entered into the compensatory time bank at one and one half (1 ½) times the hours worked.

Article 10: Wages

10.1 Employees will be compensated according to a step plan in accordance with each Employee's job title as outlined in Appendix A. Employees below the top step will move to the next step on the pay plan following a performance review in which performance meets established expectations. For those Employees employed as of January 1, 2024, this step increase will be effective beginning on the first full pay period of each calendar year. For Employees hired or promoted after January 1, 2024, this step increase will be effective beginning in the first full pay period following the annual anniversary of their date of hire or promotion.

Effective January 1, 2024, current Full-Time Employees shall be placed on their respective step plans as outlined below:

Sergeant Josh Gladis – Sergeant Step 4
Sergeant Jesus Saenz – Sergeant Step 2
Officer Evan Smith – Officer Step 7
Officer Karl Haugen – Officer Step 3

Any Employee who reaches the top step in their step plan by the end of the calendar year 2024 shall, instead of advancing a step in 2025, receive a lump sum payment in the first full pay period of 2025 as calculated below:

Employee Base Hourly Pay Rate times 2,080 times two percent (2.0%)

- 10.2 Any Employee specifically assigned to the position of Field Training Officer shall receive an additional two dollars (\$2.00) per hour for all approved time spent preparing for, presenting, and documenting training provided to officers in the formal Field Training process and program.
- 10.3 Employees attending required training shall be paid at their base hourly pay rate for the duration of the training. A City-owned/leased vehicle will be made available for Employee use if possible. An Employee attending such training shall be paid their base hourly pay rate for travel time to and from the Police Department up to a maximum of two (2.0) hours each way.
- 10.4 Longevity Bonus:
Any Full-Time Employee under this agreement shall, upon completing twelve (12) consecutive months of full-time service, receive a lump sum longevity payment of two thousand dollars (\$2,000.00). The start date of this longevity calculation shall be January 1, 2024 for Employees hired prior to January 1, 2024, and, for eligible Employees hired after January 1, 2024, the employment start date. Disbursement of the longevity payment will be made in the pay period following the Employee's twelve (12) month service period.

Any Full-Time Employee under this agreement shall, upon completing twenty-four (24) consecutive months of full-time service, receive a lump sum longevity payment of three thousand dollars (\$3,000.00). The start date of this longevity calculation shall be January 1, 2024 for Employees hired prior to January 1, 2024, and, for eligible Employees hired after January 1, 2024, the employment start date. Disbursement of the longevity payment will be made in the pay period following the Employee's twenty-four (24) month service period.

Article 11: Funeral Leave and Jury Duty

- 11.1 In the event of a death in a Full-Time Employee's immediate family (meaning mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and all step-relatives of same) or if an Employee is absent from scheduled work due to the necessity of arranging for or attending the funeral of a member of the Employee's immediate family, the Employee shall be paid for either eight (8) hours or twelve (12) hours, depending on their scheduled shift, at their base hourly pay rate for each day of absence up to a maximum of three (3) days provided at least one of the days absent is the day of the funeral, and the Employee notified the Employer of the reason for the absence not later than the first day of such absence.

In the event of death of a Full-Time Employee's brother-in-law or sister-in-law and if an Employee is absent from scheduled work due to the necessity of arranging for or attending

the funeral of such brother-in-law or sister-in-law, the Employer shall pay the Employee either eight (8) or (12) hours, depending on their scheduled shift, at the Employee's base hourly pay rate for a maximum of one (1) day provided that such day is the actual day of the funeral and the Employee notified the Employer of the reason for the absence not later than the first day of such absence.

11.2 Full-Time Employees called to serve on jury duty shall be excused from work upon presentation of a court order requiring their service. Such Employee shall be paid the difference, if any, between their jury pay less mileage and eight (8) hours at their base hourly pay rate for each day of jury service coinciding with their regularly scheduled work days, provided they furnish evidence from the Court as to the number of days served and the amount of jury pay received. Such jury service shall include the days when an Employee is required by the Court to report for jury service.

11.3 The Employer may require any verification deemed necessary for the purposes of this Article.

Article 12: Outside Employment

12.1 Employees covered by this Agreement are not permitted to hold outside employment which:

- a. Interferes with the performance of their work with the City of Le Sueur.
- b. Pays compensation for any hours during which time the Employee is also paid their base hourly pay rate in "Appendix A" in accord with any provision of this Agreement.
- c. Is offered by a contractor, subcontractor or other Employer who has a contract with the City of Le Sueur during the time such contractor or Employer is performing work or services for the City.
- d. Involves employment which requires the use or in any way utilizes City-owned equipment, facilities, or materials.

Article 13: Rest Breaks and Meal Periods

13.1 Each Employee shall be allowed two (2) fifteen (15) minute rest periods during a normal work day as scheduled by the Employer.

13.2 Each Employee shall be allowed a period of one (1) hour for lunch during each normal workday, unless otherwise scheduled by the Employer.

13.3 Notwithstanding any other provision of this Article 13, the Employee shall remain on duty and shall be responsible for fulfilling their duties, if called to do so, while on rest break or lunch break.

Article 14: Holidays

14.1 The following twelve (12) days will be recognized as Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Eve ½ Day
Juneteenth	Christmas Day

14.2 Full-time Employees will be paid once per year for holiday pay on or before December 15th, with a separate check for the same. Holiday pay will be paid at eight (8) hours at the employee's base hourly pay rate for each of the eleven (11) holidays (88 hours), and six (6) hours for Christmas Eve, for a total of ninety-four (94) hours. An Employee who leaves employment will be paid for holidays which have occurred year-to-date on a pro-rated basis.

14.3 If Employees are required to work on a designated holiday, they will be paid at the rate of time and one half (1 ½) their base hourly pay rate for all hours worked. If overtime is worked on a holiday, the Employee shall be paid at the rate of two (2) times base hourly pay rate for all overtime hours. This provision excludes voluntary shift trades.

14.4 Holiday hours paid for, but not worked, shall not be counted as time worked in computing the Employer's obligation to pay an Employee at one and one-half (1 ½) times their base hourly pay rate as provided in Article 9.4.

14.5 Each calendar year, all Full-Time Employees shall be granted a Floating Holiday. A Floating Holiday must be taken as time off from work, and is equal to one (1) regularly scheduled shift, up to twelve (12) hours, and may be taken at such time as is mutually agreeable by the Employee and the Employer. Unused Floating Holidays may not be carried over into subsequent calendar years.

14.6 Part-time Employees covered by this agreement will be compensated at one and one-half (1 ½) times their base hourly pay rate for all hours worked on Holidays as defined in Article 14.1.

Article 15: Paid Time Off (PTO)

- 15.1 Full-Time Employees shall accrue PTO at their base hourly pay rate.
- 15.2 Temporary, Seasonal, and Part-Time Employees are not entitled to PTO, but may request from the Police Chief to take unpaid vacation time.
- 15.3 Employees eligible for PTO shall accrue PTO on the following basis:

Continuous Years of Service	PTO Accrual Rate, rounded (per 40 hours worked)	Annual PTO Accrual Rate (per 2,080 hours worked)
0 through end of 5	3.23	168
Beginning of 6 through end of 9	4.00	208
Beginning of 10 through end of 14	4.77	248
15 years or more	5.08	264

- 15.4 The rate of PTO shall be the Employee's base hourly pay rate in effect during the Employee's paid time off period. No Employee shall be permitted to waive PTO for the purpose of receiving twice their hourly base pay rate.
- 15.5 PTO must be taken as approved and scheduled by the Employer. Individual PTO will be scheduled for the convenience of the Employee insofar as possible without adversely affecting the orderly operation of the Employer and provide a request for a particular period of PTO is submitted to the Employer at least two (2) weeks in advance of the time that the PTO is to be taken. All PTO shall be taken in increments of not less than one-half (½) day. Once a period of PTO is scheduled for an Employee, the Employer shall not change the Employee's schedule except for emergency purposes or at the request of the Employee whose time off is scheduled.
- 15.6 Accrual: Employees may accrue PTO to a maximum of five hundred and twenty (520) hours. In the event an Employee has been unable to take advantage of PTO as earned one may be absent from work with notice to take PTO and thus prevent the loss of PTO beyond the maximum of five hundred and twenty (520) hours. Any accrued PTO beyond the five hundred and twenty (520) hour limit must be taken as it is accrued, otherwise it is ineligible for accrual, subject to the following subsection.
- 15.7 Accrual Waiver: The maximum amount of PTO as defined in Article 15.6 accrued by individual Employees may be waived by the City Administrator. The waiver may be a result of, but not limited to, department reorganization, position vacancies, excessive workloads, and procedural or system changes.

- 15.8 Any Employee leaving the service of the City in good standing will be compensated for PTO accrued to the day of separation provided said Employee has served at least twelve (12) consecutive months prior to separation and has given the City at least two (2) weeks' notice prior to the effective date of such separation. Such pay for accumulated PTO will be at the same rate as the base hourly pay rate.
- 15.9 Time and accrual will be based upon "anniversary date" rather than a calendar year.
- 15.10 Employees eligible for PTO are expected to take their PTO time as time off from work.
- 15.11 Actual paid time off from work such as including PTO, jury duty, funeral leave, or holidays shall count as credit for PTO eligibility purposes in accordance with 15.3. Time off on a compensable injury under Worker's Compensation shall count to a maximum of six (6) months.
- 15.12 Employees will have the option of a one-time PTO payout request per calendar year, up to eighty (80) hours. The Employee's PTO balance shall not drop below two hundred (200) hours with any PTO payout request. Any PTO payout request shall be deposited into the Employee's Post Employment Health Care Savings plan.
- 15.13 For those Employees hired before January 1, 2017, sick leave balances as of that date will be converted on a one-for-one basis into an Extended Illness Bank. Use of the Extended Illness Bank will be granted when the Employee is, for three (3) or more days, unable to perform work duties due to illness, short term disability, the necessity for medical, dental or chiropractic care, childbirth, "safety leave" if used for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking, or exposure to contagious disease where such exposure may endanger the health of others with whom the Employee would come in contact in the course of performing work duties.

The Employee must use the Extended Illness Bank for any illness or injury that extends for three (3) or more days for themselves and/or family member. Family member is defined as a child (under 18 years of age, or under age 20 and still attending secondary school), adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent.

When an Employee is required to use their Extended Illness Bank, the Employee's Department Manager must be notified. Such notice should be given at the earliest possible time, preferably before the start of the scheduled working hours. The City Administrator or Department Manager may request a doctor's certificate for illness involving more than three (3) consecutive days. Use of the Extended Illness Bank under false pretense may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

In the case of disability from a work-related disease or injury for which Worker's Compensation benefits are available, an Employee may elect to use their Extended Illness Bank rather than Worker's Compensation benefits by notifying the City Administrator of their election. Under no circumstances can an Employee receive both Extended Illness Bank

benefits and Worker's Compensation benefits for the same period of disability, except: if the Employee elects to receive Worker's Compensation benefits, they may also use Extended Illness Bank benefits to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease.

Article 16: Insurance and Retirement Benefits

- 16.1 The Employer agrees that Full-Time Employees may continue to participate in the Employer's group health insurance program currently in effect as set forth in "Appendix B". Determination of the plan selected is made by the City Council of Le Sueur, with the Employer covering such cost of the Employee's premiums and dependent coverage premiums as set forth in "Appendix B".
- 16.2 The Employer agrees to continue, for all eligible Full- and Part-Time Employees, the Retirement Program in effect prior to the signing of this Agreement. The State Public Employees Retirement Association Plan as defined in the Minnesota State Laws, and the Social Security Program of the Federal Government will be available with City and Employee contributions to these programs continued as they have been in the past.
- 16.3 The Employer agrees to pay for 25% of dental coverage elected by the City Council of Le Sueur.

Article 17: Leaves of Absence

- 17.1 Article 17 shall apply to Full-Time Employees only.
- 17.2 Employees may be granted up to three (3) months' leave of absence without pay for personal reasons, provided the Employee requests such a leave in writing at least thirty (30) days prior to the leave time from the Employer, and work conditions permit, and the Employee has exhausted any unused Extended Illness Bank hours (if applicable) and/or accrued PTO.
- 17.3 An Employee may be granted up to three (3) months medical leave of absence without pay except for that which may be required under Section 16.2 hereof, for reasons of illness or accident; provided, however, that the Employer may at its discretion, require a physician's statement verifying the Employee's condition as a condition precedent to the granting of such leave of absence. Prior to granting of medical leave of absence, Employee must have exhausted any unused Extended Illness Bank hour (if applicable) and/or accrued PTO.
- 17.4 Seniority shall accrue during the leave periods set forth in Paragraphs 17.1 and 17.2 hereof should the Employee return to work within the time limits established under these leave provisions. However, an Employee who fails to return to work after termination of the leave period as stated in this Article shall lose seniority and their employment may be terminated.
- 17.5 Time spent on any leave, except as provided in Article 17.7, shall not be credited as time worked for purposes of eligibility for any benefit or payment covered by this Agreement.

- 17.6 The Employer shall not be required to provide work to an Employee who returns prior to the expiration date of the requested leave period.
- 17.7 An Employee who works for another Employer during their leave or who falsifies the reason for a leave shall be considered to have voluntarily quit.
- 17.8 Leave for military duty will be granted in accordance with Minnesota Stat. §192.01 et seq.
- 17.9 Notwithstanding the foregoing, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment. An Employee at the Employee's option may voluntarily elect to apply for an extended leave of absence without pay for maternity purposes which shall be granted for a period not to exceed six (6) months which will be treated as any other leave without pay. The selection of one of these options (medical condition or leave of absence without pay for maternity purposes) shall preclude the utilization of the other leave of absence options by the Employee.
- 17.10 Earned Sick and Safe Time (ESST)
Employees shall be eligible for Earned Sick and Safe Time (ESST) in accordance with the City's ESST Policy, as it may be amended from time to time.

Article 18: Uniforms and Equipment

- 18.1 Each Full-Time Employee shall receive a lump sum payment of nine hundred and 00/100 dollars (\$900.00) at the end of the first full pay period of each calendar year, to be used to purchase and maintain uniforms and equipment. Said lump sum payment shall be issued separate from each Employee's payroll payment. Newly hired Employees will become eligible for this benefit after they have completed probation. Part-Time and Temporary Employees shall receive uniform and equipment supplies as deemed necessary by the Chief of Police.
- 18.2 The Employer shall repair or replace at its own expense any and all uniform and duty-required equipment that is damaged or lost in the performance of official duties.
- 18.3 The Employer shall supply all new Full-Time Employees uniforms and equipment as deemed necessary by the Chief of Police at the time of hire.

Article 19: Seniority

- 19.1 In all matters involving layoff or recall, seniority among Employees within each job classification shall prevail provided the Employee shall qualify and have the necessary physical requirements.

- 19.2 All new Employees hired shall be considered probationary until such Employees have worked the assigned and scheduled work for twelve (12) months; at that time, seniority shall revert back to the Employee's date of hire.
- 19.3 Laid-off Employees shall be responsible to keep on file with the Employer the address to which a notice to return to work is to be sent, and the Employer agrees to notify such laid-off Employee not less than three (3) days prior to the date of call back to work by the last known telephone number or by certified mail.
- 19.4 Any Employee recalled from layoff shall be considered to have quit if the Employee fails to report to the job on the day stated in the notice to return to work, unless the Employee presents a reasonable excuse to the Employer.
- 19.5 Seniority shall be broken for the following reasons:
- a. Voluntary quit.
 - b. Discharge for cause.
 - c. Failure to return to work from layoff on the day notified to return.
 - d. Lay-off in excess of twelve (12) months.
 - e. Three (3) consecutive days' absence from work without notification to the Employer unless good cause can be shown by the Employee for such absence.
 - f. Failure to return from leave of absence or PTO on the day so scheduled unless good cause can be shown by the Employee for such absence.
- 19.6 The Employer shall have the right to temporarily transfer any Employee to any job which must be filled and performed.

Article 20: Discipline

- 20.1 The Employer shall discipline Employees for just cause only. "Just cause" shall include, but is not limited to, violations of written rules, regulations, policies, and procedures from time to time established by the Employer. Discipline shall be in one or more of the following forms:
- a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension with or without pay
 - d. Demotion
 - e. Discharge

The Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

- 20.2 Suspension, demotions, and discharges will be in written form. The Union may file grievances within twenty-one (21) days of suspension, demotion, or discharge at Step 3 of the grievance procedure in Article 8.5.
- 20.3 All disciplinary actions by the Employer shall be memorialized, shall become a part of the Employee's personnel file, and shall be read and acknowledged by the signature of the

Employee. The Employee shall receive a copy of such memorialization. Verbal reprimands shall be removed from the Employee's personnel file one (1) year after issuance unless a related subsequent violation which has resulted in formal discipline has occurred within that time. Written reprimands shall be removed from the Employee's personnel file two (2) years after issuance unless a related subsequent violation which has resulted in formal discipline has occurred within that time.

- 20.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- 20.5 The Union shall have the right to be present at any questioning of an Employee concerning investigation or disciplinary action against the Employee.
- 20.6 Failure to maintain required licenses shall constitute cause for suspension without pay and discharge.
- 20.7 During the first twelve (12) months of employment, an Employee is excluded from relief under this Article of the Agreement when the Employer exercises reasonable authority to dismiss or otherwise discipline an Employee during the probationary period.

Article 21: General

- 21.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. They, therefore, each voluntarily and unqualifiedly waive the right for the life of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.
- 21.2 This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the Employees covered hereby.

Article 22: Separability

- 22.1 If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law or regulations, such provision shall be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.
- 22.2 Upon gaining knowledge by either party that any provision of this Agreement is inoperative as mentioned in Article 22.1 above, the parties agree to meet within sixty (60) days thereof and renegotiate any such inoperative provision of this Agreement.

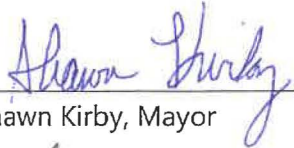
Article 23: Duration

23.1 This Agreement shall be effective from the 1st day of January 2024, and shall continue in full force and effect until December 31, 2025. Either party may initiate negotiations for the period of time after December 31, 2024, on the entire contract by notifying the other party in writing not less than sixty (60) days prior to December 31, 2024 of its intent to modify this Agreement. After receipt of said notice, negotiating shall commence no later than thirty (30) days after December 31, 2024, and if modifications are not complete or agreed upon prior to the expiration of the term of this Agreement, the current terms shall remain in full force and effect.

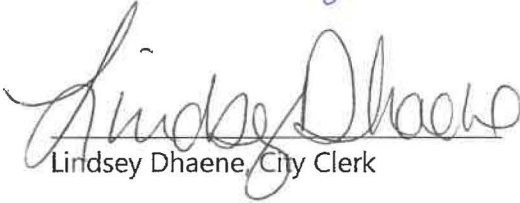
SIGNATURE PAGE

In Witness Whereof, the parties hereto have caused this Agreement to be executed.


City of Le Sueur



Shawn Kirby, Mayor



Lindsey Dhaene, City Clerk



Date

L.E.L.S. Local 137



L.E.L.S. Business Agent



Evan Smith, Steward

Appendix A: Wage Schedule

Police Officer

2024							
Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Wages	\$ 72,810.71	\$ 75,723.14	\$ 78,752.07	\$ 81,902.15	\$ 85,178.23	\$ 88,585.36	\$ 92,128.78
2025							
Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Wages	\$ 74,266.93	\$ 77,237.60	\$ 80,327.11	\$ 83,540.19	\$ 86,881.80	\$ 90,357.07	\$ 93,971.35

Police Sergeant

2024					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Wages	\$ 92,773.59	\$ 96,484.54	\$ 100,343.92	\$ 104,357.68	\$ 108,531.98
2025					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Wages	\$ 94,629.07	\$ 98,414.23	\$ 102,350.80	\$ 106,444.83	\$ 110,702.62

*The Employer reserves the right to hire new Employees at any of the steps based on the new Employee's qualifications.

Miscellaneous Compensation

- Each Employee covered by this agreement shall be issued an Individual Community Center membership at no cost to such Employee. Value of membership is considered taxable compensation.
- Full-Time Employees will receive a wellness reimbursement up to \$200.00/year for the purchase of fitness membership or fitness-related equipment as outlined in the Employee Wellness Policy. Wellness reimbursement dollars are considered taxable compensation.

Appendix B: Health Insurance Program

Effective January 1, 2024, through December 31, 2025, the health insurance provided by the City of Le Sueur for its Employees covered by the Labor Agreement shall be the Public Employee Insurance Program (PEIP).

Employees shall receive the same health insurance packages available to non-union Employees. The premiums for calendar year 2024 are outlined below. Premiums for calendar year 2025 shall be provided to Employees as soon as available.

HSA Plan

Plan Option	Employee Cost (Monthly)	City Contribution to HSA (Monthly)
Single	\$0	\$106
Family	\$182.75	\$0

Value Plan

Plan Option	Employee Cost (Monthly)
Single	\$38.28
Family	\$631.38

Advantage Plan

Plan Option	Employee Cost (Monthly)
Single	\$123.35
Family	\$858.40

Appendix C: Health Care Savings Plan

All regular Full-Time Employees shall participate in the Post Employment Health Care Savings Plan sponsored by the Employer under Minn. Stat. § 352.98. The Employer shall withhold two percent (2.0%) of an Employee's annual salary to be placed into the Employee's Health Care Savings Plan account.