

LABOR AGREEMENT
BETWEEN
THE CITY OF MONTEVIDEO

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

FOR

LELS LOCAL #58

January 1, 2023 - December 31, 2024

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PREAMBLE

This Agreement, made and entered into by and between the City of Montevideo (hereinafter referred to as the “City”) and Law Enforcement Labor Services, Inc. (hereinafter referred to as the “Union,”) as the exclusive bargaining agent for an employee in the bargaining unit set forth in Article 2 below.

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 It is the intent and purpose of this Agreement to:
 - 1.1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - 1.1.2 Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application;
 - 1.1.3 Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement and to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by statute or ordinance.
 - 1.1.4 Maintain and increase individual productivity and quality services.
 - 1.1.5 Prevent interruptions of work and interference with the efficient operation of the City.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Sections 179A.03(8) and 179A.12, for Employees of the Montevideo Police Department who are employed for more than fourteen (14) hours per week, or thirty-five percent (35%) of the work week, or more than sixty-seven (67) work days per year excluding supervisory and confidential Employees and excluding all other Employees of the City. Clerical and temporary CETA employees are also excluded.
- 2.2 The EMPLOYER shall not enter into any agreement covering terms and conditions of employment with an Employee in the bargaining unit covered by this Agreement which in any way conflicts with the terms and conditions of this Agreement, except through the exclusive representative.

- 2.3 Neither the EMPLOYER nor the UNION shall discriminate against Employee because of race, creed, sex, color, religious belief, political belief, or membership or non-membership in the UNION.

ARTICLE 3. DEFINITIONS

- 3.1 UNION:
Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER:
A member of Law Enforcement Labor Services, Inc., in the bargaining unit to which this contract applies.
- 3.3 EMPLOYEE:
A member of the exclusively recognized bargaining unit.
- 3.4 REGULAR EMPLOYEE:
An employee who has completed the one (1) year probationary period and who normally is employed for more than thirty-two (32) hours per week.
- 3.5 PART-TIME EMPLOYEE:
An employee who has completed the one (1) year probationary period and who normally is employed for less than thirty-two (32) hours per week.
- 3.6 PROBATIONARY EMPLOYEE:
An employee who has not completed the one (1) year probationary period or any agreed extension period.
- 3.7 EMPLOYER:
City of Montevideo and its authorized representatives.
- 3.8 UNION OFFICER:
Officer elected or appointed by LELS, Inc. or LELS Local #58.

ARTICLE 4. EMPLOYER SECURITY.

- 4.1 Neither the UNION, its officers, or agents, nor an Employee covered by the Agreement shall engage in, encourage, sanction, support or suggest any strikes, slow downs, 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 the duties of employment. In the event an Employee violates this Article, the UNION

shall immediately notify said Employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. An Employee who violates any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5. EMPLOYER AUTHORITY.

- 5.1 It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects; including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer an Employee; to schedule working hours and to assign overtime; to determine whether goods and services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve an Employee due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities.

ARTICLE 6. UNION SECURITY.

- 6.1 The UNION shall have the right to designate a steward. There may also be an assistant steward.
- 6.2 The UNION Stewards so designated shall be permitted to investigate and process grievances during working hours without loss of pay. They shall further serve as the negotiating committee for the UNION for grievances and shall be permitted to act in this capacity during working hours without loss of pay.
- 6.3 The UNION Stewards and other officials shall not leave their work station without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their work station.
- 6.4 The UNION agrees that there shall be no solicitation for membership, signing up of members, collecting or initiation fees, fines, or assessment or other UNION activities other than meetings on City time. Meeting may take place during the City time because one or more members of the UNION will be on duty. It is also agreed that the meetings will take place at the City Police Department reserve room so members on duty will be available if called.

- 6.5 The City agrees to allow the UNION to use city bulletin boards for the purpose of posting notices of meetings, elections, election returns, appointments to office, and recreational or social affairs. The UNION agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of political or inflammatory nature shall be posted.
- 6.6 An Employee elected, or selected, by the UNION to attend UNION conventions, conferences and/or seminars, shall be granted leave of absence without pay or vacation leave.

ARTICLE 7. SENIORITY.

7.1 SENIORITY LISTS.

Within thirty (30) days after the signing of this Agreement, the EMPLOYER shall establish seniority lists as of the effective date of the Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all permanent Employees in the bargaining unit.

7.2 TYPES OF SENIORITY.

There shall be three types of seniority established by the Agreement.

- 7.2.1 Service Seniority, the total length of continuous service with the City.
- 7.2.2 Department Seniority, the total length of service within a specific department or division of City service.
- 7.2.3 Classification Seniority, the total length of service within a work classification.

7.3 BREAKS IN SENIORITY.

An Employee's seniority shall be broken by voluntary resignation, layoff (when recall rights under §.4.2 expire), discharge for just cause, or retirement.

7.4 LAYOFF.

Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of layoff.

7.4.1 ORDER OF LAYOFF.

Layoff shall be by classification within the department in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided that the EMPLOYER determines the Employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which s/he is bumping and s/he has greater department seniority than the Employee who is to be bumped. Temporary, seasonal, then part-time Employees will be laid off before full-time Employees in the affected classification.

7.4.2 NOTICE OF LAYOFF.

The EMPLOYER shall issue written notice of an indefinite layoff to effected Employees by certified mail/return receipt at least fifteen (15) calendar days in advance of layoff and will meet and confer with the UNION to attempt to minimize the impact of the layoff on unit members. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The EMPLOYER may layoff for a definite period of forty-four (44) days or less by giving written notice to effected Employees by certified mail/return receipt, at least seven (7) calendar days in advance.

7.4.3 RECALL FROM LAYOFF.

Recall from layoff shall be by classification within the department, in inverse order of layoff, provided that, if Employee does not return to work upon recall, as directed by the EMPLOYER, or on an extended date mutually acceptable to the Employee and EMPLOYER, s/he shall automatically have terminated h/h employment. The EMPLOYER shall issue written notice of recall from an indefinite layoff to effected Employees by certified mail/return receipt, providing at least fifteen (15) calendar days to return to work. Recall notification shall be sent to the Employee's last known address. Employees shall notify Employer of current address. An Employee's name shall be retained on the recall list for two years, at which time all rights to recall shall terminate.

7.4.4 VOLUNTARY LEAVES PRIOR TO LAYOFF.

Prior to laying off an Employee, the EMPLOYER will offer voluntary leave of absence to other Employees in the affected 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. The leave shall be for

a period not to exceed two (2) years from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to § 7.4.3.

- 7.4.5 The EMPLOYER shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.

ARTICLE 8. PROBATION PERIODS.

- 8.1 A newly hired, rehired or promoted Employee shall serve a probationary period of two thousand eighty (2080) regularly scheduled hours of work, inclusive of paid leave, exclusive of overtime.
- 8.2 An Employee may be disciplined or discharged during their initial probation period at the discretion of the EMPLOYER. Such action shall not be subject to the grievance procedure.
- 8.3 A promoted or reassigned Employee rejected during their probationary period shall return to their previous position. The EMPLOYER will provide said Employee reason(s) in writing for returning said Employee to the previous position.
- 8.4 If agreed to by both the city and union, probationary periods may be altered on an individual employee basis.

ARTICLE 9. PROMOTION AND DEMOTION.

- 9.1 All job openings shall be posted on bulletin boards in the workplace for a period of fifteen (15) calendar days. It shall be the policy to fill vacancies in the municipal service by promotion of permanent Employees insofar as practicable and consistent with the rules relating to Civil Service; to post notice of intent to fill such vacancies and in cases of substantially equal qualifications, to give due consideration to length of service. Promotions and demotions shall be made by the city manager. Notice of vacancies shall be filled within sixty (60) calendar days, if possible. An Employee desiring to transfer to a new job or to fill a vacancy, shall submit a written application to the city manager. The City and UNION agree to abide by all the Civil Service rules and regulations and that all hiring and promotions will be done as provided in these regulations.

ARTICLE 10. DISCIPLINE.

10.1 STANDARDS FOR DISCIPLINE.

Disciplinary action or measures shall include only the following: discharge, demotion, suspension without pay, written reprimand, or oral reprimand. Disciplinary action shall be for just cause and will be subject to the grievance procedure. This Article shall not apply to counseling and instruction. Oral reprimands will not be used as a basis for subsequent disciplinary action unless the Employee is notified of such at the time of the reprimand, and if notified, the matter will be subject to the grievance procedure. If the Employer has reason to reprimand an Employee, it shall be done in a manner that is least likely to embarrass the Employee before other Employees or the public.

10.2 Notice of discipline other than oral reprimands shall be in writing and state the reasons for and the nature of the discipline. The Employer shall review the notice with the Employee. Once reviewed, the Employee will acknowledge receipt of the notice of signature. Only notices signed by the Employer and Employee shall become part of the Employee's personnel record. The Employee may submit a signed written response within fifteen (15) calendar days which shall be attached to the notice and shall become part of the Employee's personnel record.

10.3 An Employee may examine their own permanent personnel records at reasonable times under the direct supervision of the EMPLOYER. An Employee may request in writing, stating the reasons therefore, that disciplinary items be purged from their personnel records. The EMPLOYER will individually review these requests. The EMPLOYER'S decision on items contained in the personnel records shall be final.

10.4 An Employee shall have the opportunity to have a UNION representative present during any questioning by the EMPLOYER which may lead to disciplinary action.

10.5 Grievances relating to discipline, other than oral reprimands, shall be initiated by the UNION in Step 2 of the grievance procedure (Article 11.) Said grievance must be submitted within fifteen (15) calendar days of the event giving rise to the grievance.

ARTICLE 11. GRIEVANCE PROCEDURE.

11.1 A grievance shall be defined as a dispute or disagreement raised by an Employee against the City involving the interpretation or application of the specific provisions of the Agreement.

11.2 No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) calendar days after the first occurrence of the event giving rise to the

grievance or within fifteen (15) calendar days after an Employee, through the use of reasonable diligence, should have received knowledge of the first occurrence of the event giving rise to the grievance.

STEP 1. An Employee shall submit the grievance in writing to the department head. The department head shall attempt to settle the matter and shall give an answer within seven (7) calendar working days.

STEP 2. If the grievance is not settled in Step 1 and an Employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, the written grievance shall be referred to the City Manager within seven (7) calendar days after the answer is due from the department head. The City Manager shall discuss the grievance within seven (7) calendar days with the UNION at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager and the UNION. If the grievance is not settled, the City Manager shall give a written answer to the UNION within seven (7) calendar days following their meeting.

STEP 3. If the grievance is not settled at Step 2, the written grievance shall be referred to the Civil Service Commission within seven (7) days of the City Manager's written answer. The Civil Service Commission shall discuss the grievance with the Union within seven (7) days, at a time mutually agreeable to the parties. If the grievance is not settled, the Civil Service Commission shall give the Union a written response within seven (7) calendar days.

STEP 4. If the grievance is not settled at Step 3, either the UNION or EMPLOYER may refer the matter to mediation provided by the Minnesota Bureau of Mediation Services within seven (7) calendar days after receipt of the city's answer in Step 2.

STEP 5. A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act 1971, as amended, within 14 days. 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.

11.3 ARBITRATOR'S AUTHORITY.

11.3.1 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.

11.3.2 The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

11.3.3 The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensation of 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.

11.4 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 an 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 the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 12. HOURS OF WORK.

12.1 This Article is intended to define normal work scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of any minimum or maximum number of hours scheduled or worked.

12.2 Work shifts, work breaks, staffing schedules and the assignment of Employees thereto shall be established by the EMPLOYER.

12.3 Hours worked shall be defined in the following manner: 2,080 hours per year, an annualized 40 hours per week, and an averaged eight (8) or more consecutive hours in a twenty-four (24) hour period. These hours shall be made up of all compensated hours.

12.4 OVERTIME.

Hours worked in excess of an Employee's shift shall be paid at overtime rate. Overtime shall be defined as one and one-half (1 ½) times Employee's regular rate of pay. The base rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

12.5 REST PERIODS.

A regular Employee, when working under conditions where the use of break is practical as determined by the department head, shall be entitled to one (1) paid fifteen (15) minute break in the first four (4) hours and/or one (1) paid fifteen (15) minute break in the last four (4) hours of each work shift.

12.6 CALL BACK TIME.

An Employee called back to work after leaving the job shall be paid at one and one-half (1 ½) their regular rate of pay in cash or compensatory time for a minimum of two (2) hours. Reporting early for shift or an extension of a shift shall not qualify for call back minimum under this Section.

12.7 COURT/MEETING TIME.

An Employee shall be paid for off-duty court/meeting time as follows: Less than two (2) hours paid for two (2) hours at one and one-half (1 ½) their regular rate of pay; over two (2) hours paid one and one-half (1 ½) their regular rate of pay. Court/meeting time shall be paid in cash or compensatory time off. Reporting early for shift or an extension of a shift shall not qualify for court/meeting time minimum under this Section.

If an Employee is cancelled with less than a 24-hour notice, the Employee shall be paid two (2) hours at one and one-half (1 ½) their regular rate of pay.

12.8 TRAINING TIME.

An Employee shall be paid straight time for required police training, with a two-hour minimum, except when hours exceed 80 in a pay period, then pay is at 1.5. The City shall pay the fee for an Employee's POST license.

Instructors will be paid a two (2) hour minimum at one and one half (1 ½) their regular rate of pay. While on field training assignment, an officer will be paid \$2.00/hour in addition to regular pay.

12.9 COMP TIME.

Compensatory time off shall not be accumulated in excess of one hundred (100) hours per Employee. At the end of the year, the Employee may transfer to deferred comp any or all of the accumulated hours. Employee responsible to provide notice to the city by December 1st of each year for such transfer. Employees may elect to cash out accrued compensatory time earned in the same calendar year and/or up to 20 hours from a previous year. At the end of the year, it must be reduced to 80 hours, either by use or by payment by the city.

ARTICLE 13. HOLIDAYS

13.1 The following Minnesota holidays shall be observed by all full-time Employees of the police department during the term of the contract:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24 - 17:00 to Midnight (on duty only)
Christmas Day	December 25

13.2 Holiday pay is a premium that is separate, distinct and additional to regular pay for services. Holiday pay is computed as follows:

13.2.1 An Employee who works a holiday shall receive the normal pay/salary for that day's services and also a holiday pay premium equal to their hourly pay rate on that date, multiplied by one and one-half (1 ½) and by the number of hours worked on the holiday shift.

- 13.2.2 An Employee who does not work on a holiday shall receive holiday pay premium equal to their hourly pay rate on that date multiplied by eight (8) hours.
- 13.3 In order to qualify for the holiday pay provided by this Article, a regular Employee must work their last scheduled work day immediately before and their first scheduled work day immediately following the holiday unless they have approved compensatory, vacation or sick leave.
- 13.4 The above-mentioned holidays shall be taken in the form of compensatory time or pay, at one and one-half to one basis by those who actually work on the holiday and a one-to-one basis for those not working on the holiday.

ARTICLE 14. LEAVES OF ABSENCE.

14.1 VACATION LEAVE.

- 14.1.1 An Employee shall earn vacation each pay period in accordance with the following schedule:

First year	1.85 hours bi-weekly
2-5 years	3.69 hours bi-weekly
6-10 years	4.62 hours bi-weekly
11-15 years	5.54 hours bi-weekly
16-20 years	6.46 hours bi-weekly
21-25 years	6.92 hours bi-weekly
26 years and over	7.38 hours bi-weekly

- 14.1.2 VACATION USE.

Vacation leave may be used as earned with approval of the department head. All vacation leave is subject to final approval by the city manager. The city manager may make special regulations concerning the taking of vacation leave in certain departments as circumstances warrant.

- 14.1.3 VACATION REQUESTS.

Any request for a leave of absence shall be submitted in writing by an Employee to their immediate supervisor. The request shall state the types of leave requested and the length of time off an Employee desires. Such request shall be handled promptly and in writing. Request for routine leave of absence shall be submitted at least three working days prior to the first requested day of leave.

14.1.4 Vacations shall be scheduled on a first come-first serve basis.

14.1.5 VACATION CARRYOVER.

An Employee may accrue leave to a maximum of two (2) times the amount earned in one calendar year.

14.1.6 WAIVING VACATION PROHIBITED.

Because vacation leave is granted to an Employee for a period of recreation, an Employee shall not be permitted to waive such leave for the purpose of receiving double pay.

14.1.7 VACATION SEVERANCE.

An Employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

14.2 SICK LEAVE

14.2.1 SICK LEAVE ACCRUAL.

Paid sick leave shall accrue at the rate of eight (8) hours per month of full-time employment or fraction thereof, and credited each pay period on a prorated basis (3.69 hours bi-weekly.) During sick leave, an Employee shall receive compensation at their regular rate of pay, provided an Employee has accrued sick leave remaining.

14.2.2 Sick leave shall be granted only for absence from duty because of personal illness, marriage counseling, psychiatric counseling, activities provided through the City Employee Assistance Program, legal quarantine, for an Employee's child (as provided by Minn. Stat. §181.940 et. seq.) or serious illness in the immediate family. A person shall be regarded as part of the "immediate family" if the person is a spouse, sibling, child, adult child, adopted or step-child, lineal ancestor, grandchild, parent, mother/father-in-law, grandparent, step grandparent or legal ward of an Employee.

14.2.3 SICK LEAVE CARRYOVER.

Sick leave may be accumulated to a total of not more than 200 working days, except that employees who have accumulated 200 working days of sick leave

shall be allowed to continue to accrue four (4) hours of sick leave per month to be placed in a “deferred sick leave accrual bank.” The sick leave hours contained in the accrual bank can be used only after all hours of an Employee’s regular sick leave accrual have been exhausted, and, no additional hours shall be added to the accrual bank until an Employee has re-accrued the full 200 working days of regular sick leave. Sick leave hours contained in the accrual bank shall only be used for the purpose of continuing sick leave in the case of a catastrophic illness or injury. Hours in the accrual bank shall not be subject to severance pay provisions contained in Section 14.2.6 of this Article 14.

14.2.4 ELIGIBILITY.

In order to be eligible for sick leave with pay, an Employee must comply with the following terms and conditions:

- 14.2.4.1 Prior to the beginning of their shift, report the reason for the absence to the department head.
- 14.2.4.2 Keep the department head informed of the condition if the absence continues more than three (3) days.
- 14.2.4.3 Submit a medical certificate, if required by the city manager.
- 14.2.4.4 Submit a request for leave form on the day of return from sick leave.

14.2.5 Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action, up to and including discharge.

14.2.6 SICK LEAVE SEVERANCE.

Upon death or retirement by disability, or retirement after ten (10) years of service, one-third (1/3) of an Employee’s accumulated sick leave (up to a maximum of 100 days) shall be paid to an Employee or their legal heir(s) as severance pay calculated at their rate of pay on the date of death or retirement.

Example: If an employee has 400 hours - severance would be 1/3 of the 400 hours, or 133.33 hours.

If an employee has 1200 hours - severance would be 1/3 of 800 hours (100 days maximum) or 266.67 hours.

If an employee leaves service with the city for reasons other than death or retirement, severance is earned on the following schedule:

After 10 years, they are 50% vested in their severance amount.
After 15 years, they are 75% vested in their severance amount.
After 20 years, they are 100% vested in their severance amount.

Example: If an employee has 400 hours:

Severance at 10 years would be 1/3 of 400 hours @ 50% = 66.67 hours

Severance at 15 years would be 1/3 of 400 hours @ 75% = 100 hours

Severance at 20 years would be 1/3 of 400 hours @ 100% = 133.33 hours

14.3 FUNERAL LEAVE.

Upon a request submitted by an Employee to the department head, leave of absence shall be granted for attendance at funeral services, in accordance with the following terms and conditions:

- 14.3.1 All funeral leave shall be deducted from the Employee's accrued sick leave.
- 14.3.2 If there is a death in the immediate family of an Employee, and said Employee attends the funeral service, and said Employee is scheduled to work those days, then said Employee shall be granted a leave of absence per occurrence of up to three (3) consecutive days without loss of pay. For this paragraph, immediate family includes spouse, parent, persons "in loco parentis," spouse's parent, child, grandchild, or sibling of said Employee or Employee's spouse.
- 14.3.3 If an Employee is a pallbearer or there is a death of Employee's grandparent, grandparent-in-law, aunt, uncle, niece or nephew to the first degree of relationship and said Employee attends the funeral service and said Employee is scheduled to work on that day, then said Employee shall be granted a leave of absence per occurrence of not more than one (1) day without loss of pay.
- 14.3.4 At the discretion of the city manager, additional paid leave of absence time may be granted for special or extraordinary circumstances.

14.4 INJURY ON DUTY.

The parties recognize an Employee working for the City of Montevideo and covered by this Agreement faces high potential for injury due to the nature of their employment. An Employee in the ordinary course of employment and acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, who incurs a disabling injury, shall be compensated an amount equal to the difference

between their regular rate of pay and benefits paid under Worker's Compensation, without deduction from their accrued sick leave. Such compensation shall not exceed an amount equal to 60 working days at an Employee's regular rate of pay per disabling injury.

14.5 ACCRUAL DURING LEAVE.

An Employee using vacation leave, sick leave, or injury on duty leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave.

14.6 LEAVE OF ABSENCE WITHOUT PAY.

Upon request of an Employee, leave of absence without pay may be granted by the city manager, taking into consideration the nature of the request and the needs of the department. No benefits shall accrue once a leave of absence without pay exceeds two (2) consecutive pay periods.

14.7 MILITARY LEAVE.

A regular Employee who is a member of the National Guard, or of the Reserve Corps, or is subject to call or induction into the Federal Service by the President of the United States or is ordered by proper authority to active non-civilian duty, shall be entitled to leave of absence for the period of such active service without loss of status. If an Employee is in full-time employment of the city for at least six months immediately preceding a call to service, an Employee shall receive their regular municipal pay for a period not over fifteen (15) days of such military leave in case of Reserve National Guard personnel, and full pay for five (5) days in the case of active military duty of prolonged duration.

14.8 JURY DUTY LEAVE.

An employee serving on a jury shall be granted leave for that purpose and during the period of jury duty shall receive compensation which will equal the difference between their regular pay and the compensation paid for jury duty.

ARTICLE 15. WAGES.

15.1 Patrolmen shall be compensated in accordance with the following monthly pay scale.

Effective 1-1-2023: (5.0%)				
Start	1-Year	2-Years	3-Years	4-Years
\$4,859.48	\$5,102.45	\$5,357.57	\$5,625.45	\$5,906.72

Effective 1-1-2024: (5.0%)				
Start	1-Year	2-Years	3-Years	4-Years
\$5,102.45	\$5,357.57	\$5,625.43	\$5,906.72	\$6,202.06

15.2 Corporal differential while on 6 months probation - \$50.00 per month. After 6 months probation - \$150.00 per month.

15.3 A starting patrolman shall be designated Patrolman 1. A patrolman who has served more than one year but less than five years shall be designated Patrolman 2. A patrolman who has served more than four years shall be designated Patrolman 3. In order to advance to the pay scale set out and from one classification to the next, the patrolman must complete the annual performance rating established in the instructions and rating form of Appendix 1-A.

15.4 Promotion to Senior Officer: After five (5) years of service (prior service can be considered), twenty-five (\$.25) cents per hour shall be added to the base rate wage after recommendation and approval of this promotion by the police chief, city manager and police civil service commission, if the officer does the following:

- 1) Physical Fitness: On the New Cooper Age and Gender Base Standards for Law Enforcement, reach a standard of at least 50% on the Cardiorespiratory Fitness Test and the Dynamic Strength Test for push-ups and sit-ups.

AND

- 2) Provides proof of a four-year degree from an accredited college or university.

OR

- 3) Shows proven involvement in local community service. (The city and union will jointly agree on a standard for community service.)

This must be re-certified each year or the wage rate increase will be rescinded. Once lost, the employee may attempt to re-certify up to two additional times each calendar year. If successful, the wage rate will be re-instituted.

After ten (10) years of service, all special requirements in 1, 2 and 3 are dropped, but the base wage rate will go from twenty-five cents (\$.25) to fifty cents (\$.50) per hour.

After ten (10) years of service, if all special requirements in 1 and 2 or 3 are met, the wage rate will go to seventy-five cents (\$.75) per hour.

15.5 Investigator Pay: The assigned positions as an investigator or member of the Regional Drug Task Force will be paid a monthly stipend of 5% of wages.

15.6 Special Incentive Program:

1) Spanish Language Incentive: (Testing will be done once per year.)

A) An officer who can prove a basic conversational language ability in Spanish will be given a stipend of \$50 per year. (The city and union will agree upon a basic testing standard.)

B) An officer who can prove an advanced ability in the Spanish language will be given a stipend of \$100 per year. (The city and union will agree upon a basic testing standard.)

C) An officer who can prove an ability approaching fluency in Spanish (or who has a four-year degree or more in Spanish) will be given a stipend of \$250 per year. (The city and union will agree upon a basic testing standard.)

2) Physical Standards:

A) Once per year, the city will provide physical fitness testing of all officers. Non-probationary officers passing the physical test as outlined in Section 15.4(1) will receive \$100/year bonus.

15.7 SHIFT DIFFERENTIAL.

In addition to an employee's regular compensation, a one dollar fifty cent (\$1.50) per hour shift differential shall be paid to employees each pay period for all hours worked between the hours of 7:00 P.M. and 7:00 A.M. Shift differential pay cannot be taken unless the hours have actually been worked (i.e., it will not be paid for comp time, holidays, vacations or other hours claimed but not actually worked by the employee.)

15.8 STARTING WAGE ADVANCEMENT.

The city manager has the discretion to advance an employee's pay from the beginning step to a 1 year, 2 year or 3 year step. When an employee's pay is advanced to a higher step, the employee's pay will continue to follow the steps as if the officer has worked that many years and not based on how many years the officer has actually worked. It is also understood that advancing an employee's pay step does not affect their seniority.

15.9 SWAT PAY.

Officers assigned to SWAT duties will be paid an additional \$75.00/month.

15.10 SCHOOL RESOURCE OFFICER PAY.

Officers assigned as a School Resource Officer (SRO) will receive an additional \$100.00/month, while assigned at the school.

15.11 LONGEVITY COMPENSATION.

Employees that have completed eight (8) years of service with the Montevideo Police Department will receive a 4% longevity pay increase. After twelve (12) years of service with the Montevideo Police Department, employees will receive a 4% longevity pay increase. After sixteen (16) years of service with the Montevideo Police Department, employees will receive an 8% longevity pay increase.

ARTICLE 16. INSURANCE.

16.1 MEDICAL AND HOSPITAL INSURANCE.

The City shall pay medical and hospitalization insurance coverage for regular, full-time employees and dependents provided that each Employee with dependent coverage shall pay one-half (½) of any increase in the policy premium attributable to the Employee's dependents' medical and hospitalization insurance over the amount of those premiums as of January 1, 1992. The increase attributable to the dependents' medical and hospitalization insurance shall be determined by subtracting the increase for single (Employee) coverage from the increase for family coverage. The Employee's contribution shall be deducted on a pro-rated amount from the Employee's paycheck.

Beginning in 2019, the union agrees to change the base plan deductible, from \$300 to \$750.

- 16.2 In accordance with state law, the City will notify all terminating Employees within five (5) days of their termination of their option to continue their health insurance under the group plan for a maximum eighteen (18) months by making the monthly premium payment to the City. The City will not extend this option to retirees who are “excepted” (i.e., disability or retirement) by state law. Disabled Employees are covered by a separate state statute.
- 16.3 Employees who, in accordance with P.E.R.A. and/or social security standards, may remain a member of the City’s group health insurance program only until they are eligible for Medicare coverage, and only as long as they pay each premium due in advance.
- 16.3.1 Any retiree who qualifies to remain a member of the City group health plan can choose to reduce the plan from family to single coverage at the time of retirement but cannot increase coverage once retired.
- 16.3.2 Surviving dependents have the legal right to continue their coverage with the City’s group plan, provided they pay each premium due in advance, until the earliest of these two dates:
1. The date the surviving spouse remarries, or
 2. The date coverage would have terminated under the group contract if the subscriber had lived.
- 16.4 The City and Union agree to establish a post-retirement employee-paid health care savings plan: 1) Year 1 (1%).
- 16.5 The city agrees to pay the full cost of the employee’s dental insurance. Family coverage will be offered at cost to the employee.

ARTICLE 17. UNIFORM ALLOWANCE.

- 17.1 A full-time Employee UNION member shall receive a Nine Hundred Twenty-Five Dollar (\$925.00) annual uniform allowance, which will be paid at the beginning of each year. If, for any reason, an Employee leaves employment of the City during any year for which such payment has been made, the prorated share of annual uniform allowance for the balance of the year shall be deducted from their final paycheck. A new Employee will have their initial uniform purchased by the City. By December 1st of each year, Employees will furnish to the City a copy of receipt for all purchases made under the uniform allowance. Any amounts remaining, after deducting for receipts, will become “taxable income” for the Employee.

SWAT equipment, including replacing expired equipment and armor, will be supplied by the city.

ARTICLE 18. COMPLETE AGREEMENT AND WAIVER.

18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19. SAVINGS PROVISIONS.

19.1 If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20. CIVIL SERVICE.

20.1 Except as otherwise provided in this Agreement, the members of the UNION shall abide by the rules and regulations set forth in the City of Montevideo Police Department Rules & Regulations Manual and to the terms of the Civil Service Manual and City Administrative Code and as the same may from time to time be amended.


ARTICLE 21. DURATION.

21.1 This Agreement shall be in full force and effect from January 1, 2023 to December 31, 2024 and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing by June 1 of the year prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their signature and date.

CITY OF MONTEVIDEO:

LELS:




Mayor

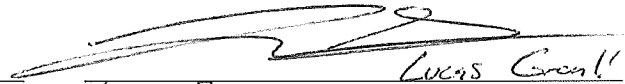


DATE: 12/19/22

DATE: 1-2-2023



City Manager



Local Rep *Lucas Green!*

DATE: 12/19/22

DATE: 12/20/22