

**LABOR AGREEMENT
BETWEEN
THE CITY OF NORTH MANKATO
AND
NORTH MANKATO POLICE DEPARTMENT LIEUTENANTS
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 394)**

January 1, 2021 – December 31, 2022

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021 between the City of North Mankato, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #394, hereinafter called the UNION. It is the intent and purpose of the Agreement to:

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

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all essential licensed Lieutenants employed by the City of North Mankato Police Department, North Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.
- 2.2 In the event the EMPLOYER and UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings stated:

UNION: Law Enforcement Labor Services, Inc. (Local No. 394).

EMPLOYEE: A member of the exclusively recognized bargaining unit.

DEPARTMENT: The North Mankato Police Department.

EMPLOYER: The City of North Mankato.

ARTICLE 4. EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement that the UNION will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department 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 Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employees; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- 5.3 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. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues, authorized by law. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate within two weeks of signing the contract, or any changes in designated personnel.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.

- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:

Step 1.

The UNION shall have fifteen (15) calendar days to submit the grievance to the Chief of Police. The written grievance shall contain:

- a) The nature of the grievance and a summary of the facts upon which it is based;
- b) The Agreement provisions relied on or claimed to be violated;
- c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) calendar days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2.

If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER

and the UNION representatives. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to arbitration.

Step 3.

A grievance unresolved in Step 2 and appealed to Step 3 may be submitted to mediation by mutual agreement of the parties.

- 7.5 Arbitration. If the grievance is unresolved at Step 2 and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) days following the issuance of the Step 2 answer shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the “Rules governing the arbitration of grievances” as enacted by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.
- 7.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only insofar as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.
- 7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. Discharge grievances may be initiated at Step 2. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.
- 7.8 Choice of Remedy. If, as a result of the written response in Step 2, 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 Article 7.5 or a procedure such as Civil Service, Veteran’s Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee’s right to pursue any other procedure terminates and is waived. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules*

contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the 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.

ARTICLE 9. PROBATION

- 9.1 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.
- 9.2 During the probationary period a new or promoted employee may be terminated or returned to their former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire, however, such credits shall not be used until the employee has completed the first six (6) month period.
- 9.4 A promoted employee shall serve a six (6) month probationary period.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment within the classification of Lieutenant.
- 10.2 A reduction in the workforce will be accomplished on the basis of seniority, beginning with the least senior employee in the classification of Lieutenant. An employee on layoff shall have the opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired in a Lieutenant classification or in a law enforcement vacancy that the employee is qualified for that is a classification that is equal to or lower than the classification of Lieutenant. The Employer shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and telephone number with the Employer during layoff.

ARTICLE 11. DISCIPLINE

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; or
 - e) Discharge.
- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 Discharges shall be preceded by five (5) days of suspension without pay.
- 11.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.6 Grievances relating to this Article shall be initiated by the UNION in Step 1 in the grievance procedure under Article 7 of this Agreement.

ARTICLE 12. OVERTIME

- 12.1 Employees shall receive overtime compensation for hours worked in excess of the regularly scheduled shift. Such compensation shall be in the form of cash payment at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay, or in the form of compensatory time. Employees may accumulate compensatory time up to a maximum of one hundred twenty (120) hours. When a Lieutenant's scheduled shift is changed, with less than 24 hours notice prior to the start of the shift, the Lieutenant will be entitled to the standard callback fee. If the change is simply hours added to the start or the end of the shift, those hours will be paid as regular overtime.
- 12.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest fifteen (15) minutes.

- 12.4 Employees have the obligation to work overtime or call backs if directed by the EMPLOYER.
- 12.5 When an employee is called to duty or required to make a duty related court appearance in which a unit of government is a party during his/her off duty time, he/she shall receive a minimum of three (3) hours of compensation at the overtime rate. For the purposes of interpretation of this paragraph, the term "court appearance" shall mean all time during which the court may be in session and during which the employee's presence is required and all times during which the court may be in recess during which times the employee is required to remain at or about the courthouse pursuant to the reconvening of such court provided that such recesses shall not include any normal luncheon recess. Court appearances occurring within one (1) hour of the end of duty shift will be considered an extension of duty and not subject to the three (3) hour minimum. The employee shall be entitled to the three (3) hour minimum compensation when a regularly scheduled court appearance is canceled without twenty-four (24) hour advance notice to the employee.
- 12.6 Duty-related conferences shall take place whenever feasible during duty hours. Such conferences occurring during off duty hours shall be compensated at the overtime rate for actual time spent, except that a minimum of one (1) hour at time and one-half (1 ½) shall apply.
- 12.7 For hours actually worked between 12:01 am and 11:59 p.m. on officially designated holidays, pursuant to Article 19, Section 19.1, the employee will receive two times the employee's regular hourly rate of pay. For purposes of this Section, the employee's birthday is not included.

ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK

- 13.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) Hours worked on assigned shifts;
 - b) Holidays;
 - c) Assigned training;
 - d) Authorized leave time.
- 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 13.3 The standard work week is forty (40) hours (2,080 hours divided by 52 weeks) with the understanding that shift assignments are made without reference to the standard seven (7) day period.

- 13.4 The EMPLOYER reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.
- 13.5 Work schedules showing the employees shift, work days, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.

ARTICLE 14. VACATION

- 14.1 All regular full-time employees shall earn vacation on the following schedule provided that the first month of regular full time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

<u>Period of Continuous Employment with Department</u>	<u>Earned Vacation</u>
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

- 14.2 Employees shall be allowed to take vacation leave each year within the limits of the Article. Vacation time shall be seniority based during two phases:
Phase 1: Vacation request must be turned in prior to November 1st for January 1st through June 30th of the following year.

Phase 2: Vacation requests must be turned in prior to May 1st for July 1st through December 31st of the same year.

All other vacation requests will be “first come, first serve” and shall be approved within 96 hours. If not denied by the EMPLOYER within ninety-six (96) hours, said request shall be considered approved. The EMPLOYER shall schedule vacations at his/her own discretion so that the normal operation of the Department will not be interrupted. Once granted, such vacation shall not be revoked except in the case of emergency. If a previous request for vacation has been received for that period of time or any portion thereof, the employee may be allowed a conditional approval, which approval may be revoked by the EMPLOYER if in his/her opinion it would require the payment of overtime or affect the operational ability of the Department.

- 14.3 No employee may take more than twelve (12) consecutive working days of vacation leave per year during the first five (5) years of employment, and from years six (6) through ten (10) may, where earned, take no more than fifteen (15) consecutive days of vacation leave per year. From years eleven (11) through twenty (20) the employee may, where earned, take no more than twenty (20) consecutive days of

vacation leave. Upon completing twenty (20) years of employment, employees may, where earned and subject to the approval of the EMPLOYER and upon thirty (30) days advance notice, take thirty (30) consecutive days of vacation leave.

- 14.4 Vacation will be granted in increments of no less than four hours, which is to mean that any time less than four (4) hours will be charged as four hours of vacation, with prior approval from administration. A minimum of 40 consecutive hours of vacation must be used per year.
- 14.5 Employees will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee.

<u>Period of Continuous Employment</u>	<u>Maximum Number of Days of Accumulated Vacation</u>
Through 10 years	160 hours
11 through 15 years	200 hours
16-20 years	280 hours
Over 20 years	360 hours

- 14.6 Employees whose employment has been terminated either through resignation, retirement or layoff shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination. In cases of voluntary separation by the employee, not less than two (2) weeks notice of separation shall be given the EMPLOYER to be eligible for payment of accumulated vacation pay. Upon failure thereof, such time shall be forfeited.

ARTICLE 15. INSURANCE

- 15.1 Employees subject to this Agreement shall be covered under the City's Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long Term Disability insurance policies in the same respect as other City employees.

ARTICLE 16. SICK LEAVE

- 16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employees may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the City.

Employees will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Serious illness in the immediate family. The term "immediate family" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries during work.
- 7) Personal illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. Any employee who uses three (3) or more consecutive days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The City reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employees entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- 1) Full-time employees with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- 2) Full-time employees with ten (10) through nineteen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employees with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employees have the option of retaining these excess days and continuing to accumulate them. Employees also have the option of trading in excess days for vacation days. Employees with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employees with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day.

Employees with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, including the minimally required sixty (60) days shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

An employee receiving sick leave with pay who simultaneously receives workers compensation insurance benefits, shall receive only that portion of his/her sick-leave payment which will, together with the workmen's compensation benefits and for the duration of said benefits, equal his/her regular salary.

An employee on vacation who becomes ill or injured may, upon proper identification, change his/her status to sick leave. Claiming leave under false pretenses shall be cause for disciplinary action including transfer, suspension, demotion, or dismissal.

Effective January 1, 2003 the City of North Mankato established Voluntary Employees' Beneficiary Association ("VEBA") and Health Care Expense Accounts for Active Employees. Effective January 1, 2008, 100% of the sick leave benefit normally received at termination will be placed in a post retirement health care savings plan pursuant to Council Resolution No. 60-03.

- 16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

ARTICLE 17. UNIFORM ALLOWANCE

- 17.1 The EMPLOYER shall provide each newly hired employee with one (1) complete set of uniform in accordance with policy set by the EMPLOYER.
- 17.2 It is understood that the annual uniform allowance of \$600 (\$50 per month) and the annual maintenance allowance of \$600 (\$50 per month), have been included in their monthly base pay since 2013. In 2019, employees will continue to receive the uniform allowance of \$600 (\$50 per month) and the maintenance allowance of \$600 (\$50 per month) within their monthly base pay. In 2020, employees' rate of pay will be reduced by \$100 per month to reflect the separation of uniform allowance and maintenance allowance as set forth in the 2020 wage scale and Article 24.1.
- 17.3 Effective in 2020, employees shall now be reimbursed for the cost of uniforms upon the presentation of paid receipts up to the amount of \$600 per year. In addition, in 2020 employees shall receive a maintenance allowance of \$50 per month not to exceed \$600 per year.

- 17.4 The employee shall be reimbursed one-half (1/2) the cost of a new bulletproof vest every five (5) years. Evidence of the time elapsed since the last purchase of said equipment will be the sole responsibility of the employee.
- 17.5 Employees covered under the Agreement are required to keep a full set of uniform dress in good condition and to wear, maintain and replace the uniform in accordance with policy set by the EMPLOYER.

ARTICLE 18. RESIDENCE

All employees who elect to reside outside the corporate limits of the City of North Mankato shall be at the North Mankato Police Annex at 1001 Belgrade Avenue in North Mankato at the start of each regularly scheduled shift. Failure to appear or tardiness resulting in charged overtime will result in progressive discipline as per Article 11.

ARTICLE 19. HOLIDAYS

19.1 The following shall be included as paid holidays for employees subject to this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Day before Christmas
Christmas Day
"Floating Holiday" - Employee's birthday or day off of his/her choice.

- 19.2 Employees shall receive a compensatory day off for each of the above holidays. A compensatory day off for a holiday may be taken at the employee's discretion subject to approval by the EMPLOYER.
- 19.3 Employees shall be entitled to compensation for holidays pursuant to this Article provided they were on pay status their last scheduled day preceding the holiday and their first scheduled day following the holiday.
- 19.4 At the end of each calendar year, employees shall receive cash payment for all earned, unused holidays. Payment will be based on the employee's regular daily rate of pay.

- 19.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be charged to the employee's vacation or sick leave time.
- 19.6 Any other designated holiday granted to other City employees in increments of four (4) or more hours shall be granted to employees subject to this Agreement as compensatory time.

ARTICLE 20. LEAVES OF ABSENCE

Any employee, upon satisfactory completion of the probationary period, shall be eligible for authorized leave as follows:

- 20.1 Military Leave: Military leave shall be granted to employee's in accordance with State and Federal Statutes.
- 20.2 Employees required to serve on a jury may receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay. For jury duty not occurring during an employee's regularly scheduled duty shift, the employee shall receive compensatory time equivalent to the actual amount of time spent on jury duty.
- 20.3 Unpaid Leave of Absence: Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employees who have successfully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave; (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned. Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the EMPLOYER or the employee.

- 20.4 Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6)

months. Should an employee fail to complete licensure requirements within that six (6) month period, he/she shall be immediately discharged.

ARTICLE 21. TUITION REIMBURSEMENT

The EMPLOYER will reimburse any full-time permanent employee the tuition cost for any successfully completed, approved, directly job related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service, however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the EMPLOYER. This paragraph shall be sunset following the City's adoption of a tuition reimbursement policy.

ARTICLE 22. NON DISCRIMINATION

22.1 The use of masculine or feminine pronouns in this Agreement shall refer to employees of either gender unless the context in which these are used clearly indicates limitation to one gender.

ARTICLE 23. WAIVER OF BARGAINING

During the life of this Agreement, the EMPLOYER and the UNION voluntarily and unqualifiedly waive 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 any other matter, unless done by mutual consent of the EMPLOYER and the individual bargaining unit involved.

ARTICLE 24. PAY PLAN

24.1 Effective the first day of first full pay period in 2021, a 2.95% general wage increase:

Lieutenant	\$7,240.00 per month
Probationary Lieutenant	\$6,874.00 per month

Effective the first day of first full pay period in 2022, a 2.65% general wage increase:

Lieutenant	\$7,432.00 per month
Probationary Lieutenant	\$7,056.00 per month

- 24.2 In the absence of the Chief of Police, with designation by the Chief and approval of the City Administrator, a Lieutenant may be assigned acting Chief and if so assigned will receive one (1) hour pay or compensatory time at the rate of time and one half (1-1/2) the regular rate of pay for each full day serving as acting Chief. Pay for less than one full day of service as acting Chief shall be prorated based on the number of hours assigned.

ARTICLE 25. EDUCATION

- 25.1 The EMPLOYER agrees to pay the cost of sixteen (16) hours of P.O.S.T. Board eligible continuing education.
- 25.2 The EMPLOYER agrees to pay the cost of the P.O.S.T. Board licensure of Lieutenants.

ARTICLE 26. PHYSICAL FITNESS

- 26.1 Lieutenants will be granted an exemption from physical fitness activities for periods up to seven (7) days due to illness or injury. Beyond seven (7) days, a doctor's evaluation of illness or injury is required.
- 26.2 Fitness: Effective April 1, 2005, a physical fitness requirement shall be implemented. The fitness requirement shall be coordinated with the Blue Cross/Blue Shield plan fitness membership such that employees shall work out a minimum of 12 sessions per month at an approved facility or on their own. A log of the workouts should be turned in to the Police Chief on a monthly basis. The Employer and employee shall share in the cost of membership in an approved facility or in the purchase of workout equipment on a 50/50 basis. The maximum amount of the reimbursement shall be based on the City of North Mankato's corporate rate for a single membership with towel and kit locker at the Mankato YMCA less the \$20 reimbursement under the Blue Cross/Blue Shield plan fitness membership divided by two. The \$20 deduction shall apply even if the employee does not carry the City's Blue Cross/Blue Shield health insurance plan.
- 26.3 For individuals working out on their own, a fitness log will be turned in to the Police Chief on a monthly basis effective May 1, 2005. Individual workout plans will be subject to a review periodically.
- 26.4 Lieutenants conducting an individual exercise program may be reimbursed for certain exercise or weight training equipment subject to employer's prior approval of the purchase. The reimbursement is limited to an employer's out-of-pocket expense for a Lieutenant attending an approved facility.
- 26.5 Physical Schedule: Employees shall be required to obtain a general physical examination every two (2) years. The general physical examination shall be paid for by the City and the employee will be compensated at the regular hourly rate of pay for actual time in attendance at the general physical examination not to exceed four hours. Documentation of the physical examination must be filed with the Police Department and a copy submitted to the City.

ARTICLE 27. PERFORMANCE EVALUATION

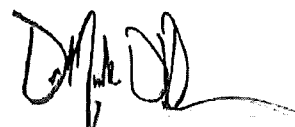
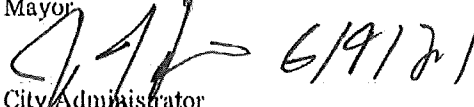
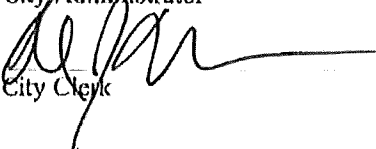
27.1 All employees of the Department shall be subject to semi-annual performance review by the EMPLOYER. Members of the bargaining unit will be afforded the opportunity to participate in the development of evaluation forms and procedures for the Department. Performance evaluations will be done on a semi-annual basis and the employee will be afforded the opportunity to discuss his/her evaluation with his/her supervisor. Each employee will be provided with a copy of each completed evaluation form. Failure to participate in the performance evaluation process or failure to address operational deficiencies noted in performance evaluations shall be subject to disciplinary proceedings under Article 11 of this Agreement.

ARTICLE 28. DURATION

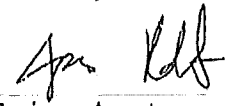
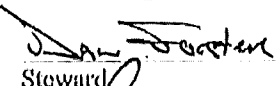
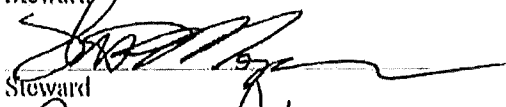
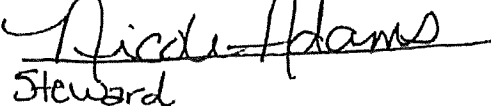
This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until the 31st day of December 2022.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this 7th day of June.

FOR THE CITY OF NORTH MANKATO


Mayor
 6/19/21
City Administrator

City Clerk

FOR LAW ENFORCEMENT LABOR SERVICES, INC.


Business Agent

Steward

Steward

Steward