

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF PERHAM**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**

**Effective January 1, 2023 through December 31, 2025**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
1. PURPOSE OF AGREEMENT.....	3
2. RECOGNITION.....	3
3. MANAGEMENT RIGHTS.....	4
4. LEGAL SERVICE.....	4
5. UNION SECURITY.....	4
6. EMPLOYER SECURITY.....	5
7. EQUAL APPLICATION.....	5
8. HOME PICK-UP AND DELIVERY.....	5
9. SAVINGS.....	6
10. GRIEVANCE PROCEDURE.....	6
11. DISCIPLINE.....	8
12. JOB SAFETY.....	9
13. VOLUNTARY SHIFT SWITCHING.....	9
14. SENIORITY.....	9
15. CONSTITUTIONAL PROTECTION.....	10
16. EMPLOYEE CLASSIFICATION.....	10
17. COURT TIME.....	11
18. CALL BACK.....	11
19. STANDBY PAY.....	11
20. OVERTIME.....	11
21. SICK LEAVE.....	12
22. SEVERANCE PAY.....	13
23. LEAVES OF ABSENCE.....	13
24. VACATION.....	14
25. HOLIDAYS.....	14
26. INJURED ON DUTY.....	15
27. TRAINING.....	15
28. COMPENSATION.....	16
29. INSURANCE.....	16
30. HEALTH CARE SAVINGS PLAN.....	17
31. UNIFORMS.....	17
32. DURATION.....	19
APPENDIX "A".....	20
APPENDIX "B".....	21

This Agreement is made and entered into by and between the City of Perham, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.

## **ARTICLE 1. PURPOSE OF AGREEMENT**

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

1.2 DEFINITIONS: For the purpose of this Agreement, the following terms and phrases will have the meaning given to them:

EMPLOYER: City of Perham

UNION: Law Enforcement Labor Services, Inc.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

OFFICER: Officer elected or appointed by the Union.

MEMBER: A member of L.E.L.S. and Local #62 to which this agreement applies.

## **ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the Exclusive Representative under applicable Minnesota Statutes for all Employees of the Perham Police Department bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated February 14, 1980, Case No. 80-PR-933-A.

2.2 In the event that the Employer and the Union are unable to agree to the inclusion or exclusion of a new or modified job class, the issue will be submitted to the Bureau of Mediation Services for determination.

### **ARTICLE 3. MANAGEMENT RIGHTS**

3.1 The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

### **ARTICLE 4. LEGAL SERVICE**

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

### **ARTICLE 5. UNION SECURITY**

5.1 The Employer agrees to cooperate with the Union in the deduction of regular monthly dues, for those Employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be prescribed by the Union.

5.2 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 Article 5.1.

5.3 The Union may designate members to act as stewards or officers and will inform the Employer of such choice and of any changes in stewards or officers in writing.

5.4 The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Department.

5.5 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Department.

## **ARTICLE 6. EMPLOYER SECURITY**

- 6.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

## **ARTICLE 7. EQUAL APPLICATION**

- 7.1 The Employer will not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union will not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in the administration of the Agreement because of non-membership in the Union.
- 7.2 The Union accepts its responsibilities as Exclusive Representative and agrees to represent all Employees in the bargaining unit without discrimination.

## **ARTICLE 8. HOME PICK-UP AND DELIVERY**

- 8.1 The City will continue the current practice of providing Employees with transportation to and from work, when the workload permits. However, this Section will not prohibit the City from establishing rules restricting the use of City-provided transportation for new Employees or current Employees residing outside the City, and who establish new residence at a greater distance from the Department.
- 8.2 It is the responsibility of the Officer coming on duty to report to the law enforcement center using the Officer's own transportation if the Officer on duty is busy.
- 8.3 Part time Officers shall report to work at the law enforcement center using the Part-Time Officer's own transportation.

## **ARTICLE 9. SAVINGS**

- 9.1 This Agreement is subject to the laws of the United States, the State of Minnesota.
- 9.2 In the event that any provision of this Agreement will be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision will be voided. All other provisions of this Agreement will continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

## **ARTICLE 10. GRIEVANCE PROCEDURE**

- 10.1 For the purpose of this Agreement, the term "grievance" means any dispute arising concerning the interpretation or application of the express provisions of this Agreement or any term or condition of employment.
- 10.2 In the event of such grievance arising there will be no suspension of operations, but an earnest effort will be made to resolve such grievances in the manner prescribed by this Agreement.
- 10.3 The Employer and the Union agree that the investigation and processing of grievances will be accomplished during the normal work day without a reduction in wages or loss of leave time to the aggrieved or the Union Steward while consistent with Employee duties and responsibilities.
- 10.4 Procedure
- 10.4.1 Grievances, as defined by Article 10.1, will be resolved in conformity with the following procedures:

**STEP 1.** An Employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and will be appealed to Step 2 within ten (10) calendar days after the Chief's final answer in Step 1. 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 will be presented by the Union and discussed with the City Manager. The City Manager will give the Union the Employer's answer in writing within ten (10) calendar days following discussion with the Union. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Manager's final answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

**STEP 3.** A grievance unresolved in Step 2 and appealed to Step 3 by the Union will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievance", as established by the Bureau of Mediation Services.

#### 10.5 Arbitrator's Authority

10.5.1 The Arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator will consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and will have no authority to make a decision on any other issue not so submitted.

10.5.2 The Arbitrator's decision will 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.

10.5.3 The fees and expenses of the Arbitrator's services and proceedings will be borne equally by the Employer and the Union provided that each party will 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 will be shared equally.

#### 10.6 Waiver

10.6.1 If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## **ARTICLE 11. DISCIPLINE**

- 11.1 The Employer will discipline for 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 Notices of suspension, demotion and discharges will be in written form and will state the reason(s) for the action taken. Suspension will set forth the time period for which the suspension will be effective. Demotions will state the classification to which the Employee is demoted. The Union will be provided with a copy of each such notice.
- 11.3 Written reprimands, notices of suspensions, and notices of discharge which are to become part of an Employee's personnel file will be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimands and/or notices. Provided that there have been no further disciplinary actions taken against the Employee during the interim period or that the written reprimand did not address issues which would create a liability on the part of the City, written reprimands will be purged from the Employee's personnel file and be of no further effect two (2) years after the date on which the Employee acknowledged the reprimand.
- 11.4 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 11.5 Employees may not be suspended without pay for more than thirty (30) working days in any calendar year. Discharges will be preceded by a five (5)-calendar day suspension without pay.
- 11.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 11.7 Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.



## **ARTICLE 12. JOB SAFETY**

- 12.1 It will be the policy of the Employer that the safety of Employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 12.2 Toward this end, the Employer agrees to provide all Employees with safety (second chance) vests and to provide for the replacement of all body armor when it has reached the end of the manufacturer's recommended lifespan. The Employer reserves the right to determine the brand or type of body armor to be purchased. Upon termination, the City will be entitled the return of the safety vest issued to Employees.
- 12.3 Employer agrees to provide twelve (12) boxes of ammunition annually (one box per month) to be used for practice shooting and training purposes (provided by voucher) while on duty, and to maintain all equipment in a serviceable manner. The City will periodically check equipment to ensure safety. Employee's choice of weapon being carried is considered a management decision by the Chief of Police.
- 12.4 It will also be the responsibility of all Employees to cooperate in programs to promote safety to themselves and the public and to comply with rules and promulgated to insure safety. This Employee responsibility will include the proper use of all safety devices in accordance with recognized safety procedures.

## **ARTICLE 13. VOLUNTARY SHIFT SWITCHING**

- 13.1 Full-Time Employees and Part-Time Employees filling normal shift of a Full-Time Employee may voluntarily switch shifts, with the approval of the Chief of Police. Voluntary switching of shifts will not obligate the Employer for overtime pay.

## **ARTICLE 14. SENIORITY**

- 14.1 Definition: Seniority will mean a Full-Time Employee's length of service with the Employer since the Full-Time Employee's last date of hire. An Employee's continuous service record will be broken only by separation from service by reasons of resignation, discharge for cause, retirement or death. When two or more Employees have the same seniority date, their position on the seniority list will be determined by lot.
- 14.2 Prior to the start of each year, Full-Time Employees will bid for and be assigned work shifts on the Official Department Schedule, based upon Seniority. Employees on probation will not be allowed to bid for a work shift. If determined necessary for the efficient operation of the department, the Chief of Police may with the consent

of the Senior Employee involved or upon 14 days notice, temporarily move a senior qualified Employee from their assigned shift to another shift on the Official Department Schedule. The Senior Employee will be returned to his previously bid work shift when the special needs no longer exist.

- 14.3 Lay-offs: When a reduction in the work force becomes necessary, the Employee with the least seniority will be laid off first. The last Employee laid off will be the first to be recalled for work. No new Employees will be hired until the lay-off list has been exhausted.
- 14.4 During a period when any Employee is laid off under Article 14.3 the Employer agrees that overtime may be used only in necessary, occasional circumstances.
- 14.5 Probationary Employees: During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be returned to the Employee's previous position at the sole discretion of the Employer. The probationary period will last for a period of twelve (12) months. In the event of a change to P.O.S.T. Board licensing requirements, this Section may be reopened for negotiations by either party.
- 14.6 There shall be no seniority list for Part-Time Employees and Part-Time Employees shall not be given preference in filling any Full-Time position that may become open on the Department. All Full-Time positions shall continue to be filled by the most qualified candidates. Part-Time Employees hired through the Employers normal hiring procedures for Full-Time Employees, may be selected to fill any vacant Full-Time positions, at the option of the Employer.

## **ARTICLE 15. CONSTITUTIONAL PROTECTION**

- 15.1 Employees will have the right granted to all citizens by the United States and Minnesota State Constitution.

## **ARTICLE 16. EMPLOYEE CLASSIFICATIONS**

- 16.1 Full-Time Employee: An Employee scheduled to work 160 hours per 28-day work cycle. The normal work year for Full-Time Employees will consist of two thousand eighty (2080) compensated hours. Nothing contained in this or any other Article will be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees. Hours worked are accounted for by: Hours worked on assigned shifts; holidays; assigned training; authorized leave time.

- 16.2 Part-Time Employee: An Employee hired to work other than a regularly scheduled shift or to fill the regular shift of a Full-Time Employee when the full time Employee is on vacation, sick or otherwise unable to fill the Full-Time Employee's regularly scheduled shift.

## **ARTICLE 17. COURT TIME**

- 17.1 A Full-Time Employee who is required to appear in Court during the Full-Time Employee's scheduled off-duty time will receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two (2) hour minimum.

## **ARTICLE 18. CALL BACK**

- 18.1 A Full-Time Employee called back to work outside the Full-Time Employee's regularly posted schedule will be paid for a minimum of two (2) hours at time and one-half (1½) at the Full-Time Employee's regular base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two (2) hours minimum.

## **ARTICLE 19. STANDBY PAY**

- 19.1 Employees required by the Employer to standby will be paid for such standby time at the rate of one-half (½) hours pay for each hour on standby.

## **ARTICLE 20. OVERTIME**

- 20.1 Employees will be compensated at one and one-half (1 ½) times the regular rate for hours worked in excess of one-hundred sixty (160) hours per twenty-eight (28) day work cycle. Changes in shifts do not qualify an Employee for overtime under this Article. Overtime worked will be cancelled out by authorized leave time taken in the same period, unless authorized by Chief.
- 20.2 Overtime will be distributed as equally as practicable. Overtime refused by an Employee will, for record purposes, be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded or paid twice for the same hours worked. Overtime will be calculated to the nearest fifteen (15) minutes.

- 20.3 Full-Time Employees will be paid at the overtime rate of pay for hours in excess of the Employees regularly scheduled shift. Up to sixty (60) hours (credited at one and one-half (1½) times the regular rate) may be deposited in a comp. bank at the Employee's option. Once an employee has earned sixty (60) hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime will be paid. These comp. hours may be taken off at the Employee's discretion with the Chief's prior approval and provided that whenever possible, the replacement of the Employee does not create an overtime liability. The time will be taken off within the calendar year if at all possible, otherwise Employees will be paid for unused accumulated compensatory time, at the wage rate it was initially accrued, on or about December 1 of each year.
- 20.4 A K9 Officer will be paid for .5 hours a day for K9 care. K9 pay will be at an overtime rate if an officer does not have the ability to flex their schedule. A K9 Officer with the ability to flex time will still be eligible for .5 hours at an overtime rate for days that are not regularly scheduled work days.

## **ARTICLE 21. SICK LEAVE**

- 21.1 Full-Time Employees will be granted eight (8) hours of sick leave with pay for each calendar month of employment.
- 21.2 Full-Time Employees may use sick leave to care for the medical needs of person(s) living as part of the Employee's immediate household. (See Appendix B attached hereto.)
- 21.3 Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If Employee has been incapacitated for a period of time, he/she may be required to provide evidence of again being physically able to perform their duties.
- 21.4 Use or claiming to the need to use sick leave for a purpose not authorized in this Article will be cause for discipline.
- 21.5 Unused sick leave will accumulate to a maximum of nine hundred sixty (960) working hours. Time on suspension, absent without leave or leave without pay will not be counted in determining a calendar month of employment. Inability of an Employee to work due to either sickness or injury will not result in the loss of the Employee's status as an Employee.
- 21.6 When a Full-Time Employee accrues the maximum nine hundred sixty (960) hours of sick leave provided in 21.5, the Employee will continue to accrue sick leave at a rate of four (4) hours per month for credit toward a catastrophic sick leave bank which can be accrued to a maximum of four hundred-eighty (480) hours. The catastrophic sick leave bank may only be used when the Employee's regular sick

leave of nine hundred sixty (960) hours is exhausted. The catastrophic sick leave will not be used as part of the computation of severance pay based upon sick leave hours provided in Article 22.

21.7 Part-Time Employees will not be granted sick leave.

## **ARTICLE 22. SEVERANCE PAY**

22.1 Full-Time Employees will receive a lump sum payment upon termination of employment in good standing with the Employer, based upon twenty-five percent (25%) of unused accumulated sick leave after five (5) years of service, fifty percent (50%) of unused accumulated sick leave after (10) years of service, and seventy-five (75%) of unused accumulated sick leave after 15 years,

22.2 Full-Time Employees may designate a beneficiary to whom severance pay will be paid should the Employee die prior to resignation or retirement or the payout of severance pay. If no beneficiary is designated, severance pay will be paid to a deceased Employee's estate.

## **ARTICLE 23. LEAVES OF ABSENCE**

23.1 Funeral Leave: Full-Time Employees shall receive three (3) days per occasion to include spouses, children, spouses children, father, mother, brothers, sisters, sister in-law, brother in-law, father in-law, mother in-law, daughter in-law, son in-law, grandparents and grandchildren of the Employee. Special permission to attend other funerals not listed above or additional days, depending on the circumstances, may be given at the discretion of the City Manager.

23.2 Jury Duty: Full-Time Employees will be excused from work to serve on Jury Duty at no loss in pay. At the completion of service, the Employee will be asked to reimburse to City for wages earned less mileage reimbursement received from the Court.

23.3 Leave without Pay: Leaves of absence without pay for serious illness or disability will be granted to Full-Time Employees for periods not to exceed six (6) months without loss of seniority or longevity benefits provided Employee's regular paid sick leave has been used up and the leave is approved by the City Manager/Council. The City reserves the right to hire a temporary replacement for the Employee on leave with the understanding that the temporary Employee will not have the right to retain the position whether or not the permanent Employee returns to duty.

23.4 Parental and Military Leave: Full-Time Employees will be allowed to take parental leave or military leave as is provided by state and federal law. (See Appendix B attached hereto.)

**ARTICLE 24. VACATION**

24.1 Full-Time Employees will be entitled to a paid vacation based upon service in the prior year. The Chief of Police will administer vacation leave in a uniform, consistent, and orderly manner that provides for the least disruption to Department operations and allows employees to timely plan for and utilize vacation time. Annual leave will be accrued as follows:

<b>Years of Service</b>	<b>Total Hours</b>	<b>Accrued Per Payroll</b>
One (1)	40 hours	1.54 hours
Two (2) and Three (3)	80 hours	3.08 hours
Four (4)	88 hours	3.39 hours
Five (5)	96 hours	3.70 hours
Six (6)	104 hours	4.00 hours
Seven (7)	112 hours	4.31 hours
Eight (8), Nine (9), and Ten (10)	120 hours	4.62 hours
Eleven (11) and Twelve (12)	128 hours	4.93 hours
Thirteen (13) and Fourteen (14)	136 hours	5.24 hours
Fifteen (15) and Sixteen (16)	144 hours	5.54 hours
Seventeen (17) and Eighteen (18)	152 hours	5.85 hours
Nineteen (19) and Twenty (20)	160 hours	6.16 hours
Twenty-one (21) and Twenty-Two (22)	168 hours	6.47 hours
Twenty-three (23) and Twenty-Four (24)	176 hours	6.77 hours
Twenty-five (25) and Twenty-Six (26)	184 hours	7.08 hours
Twenty-seven (27) and Twenty-Eight (28)	192 hours	7.39 hours
Twenty-nine (29) +	200 hours	7.70 hours

24.2 Full-Time Employees will be allowed to bank up to twice their annual accrual amount, if the balance exceeds that amount on the anniversary date of the employee, time will be reduced to the max amount..

24.3 Part-Time Employees will not accrue vacation.

**ARTICLE 25. HOLIDAYS**

25.1 Eleven (11) days will be observed and considered as paid holidays for all Full-Time Employees. The legal holidays will be:

New Year's Day  
Martin Luther King Day  
President's Day  
Easter  
Memorial Day  
Christmas Day

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve Day

If Employer adds any additional holiday or paid time off for other City Employees, the same shall be increased for Full-Time Employees under this Agreement.

- 25.2 Holidays Not Worked: All Full-Time Employees will be paid holiday pay equal to eight (8) hours at the Employee's regular rate of pay when a holiday falls on the Employee's day off.
- 25.3 Holidays Worked: All Full-Time Employees will be paid one and one-half (1½) times the regular rate for all work performed on holidays, in addition to the eight (8) hours holiday pay, for a maximum total of double time and one half (2 ½).
- 25.4 When a legal holiday falls during a full time Employee's vacation leave or sick leave, it will not be charged against such leave.

## **ARTICLE 26. INJURED ON DUTY**

- 26.1 Full-Time Employees working for the City of Perham and covered by this Agreement who incur a disabling injury, will be compensated in an amount equal to the difference between the Employee's regular rate of pay and benefits under Worker's Compensation, without deduction from the Employee's accrued sick leave. Such compensation will not exceed an amount equal to six (6) months of the Employee's regular monthly rate of pay per disabling injury.

## **ARTICLE 27. TRAINING**

- 27.1 The Employer will provide Full-Time Employees with all training required by P.O.S.T. Board to maintain license as a Certified Police Officer.
- 27.2 The Employer will pay full-time Employees for all regularly scheduled work time spent in such training at the applicable rate.
- 27.3 The Employer will reimburse Full-Time Employees for all reasonable costs incurred in obtaining approved training, including but not limited to, mileage, tuition, meals, lodging, and for license fees.

- 27.4 Except in cases of emergency, Full-Time Employees will be excused from regular duties on days when the Full-Time Employee participates in P.O.S.T. accredited training classes, provided, such training (including lunch) is equal to an eight (8) hour shift.
- 27.5 The Employer at its sole discretion may provide training or reimburse reasonable costs for obtaining approved training for Part-Time Employees. The Chief must approve training costs for Part-Time Employees in advance.

## **ARTICLE 28. COMPENSATION**

- 28.1 Employees will be compensated according to the salary schedule as outlined in Appendix A. Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. The step increase will be effective on the beginning of the first full pay period following the Employee's anniversary date.
- 28.2 Incentive Pay. As an additional incentive to Full-Time Employees and in recognition of long-time, continuous service, the following shall apply:

- 1% increase in base salary after 5 years
- 2% increase in base salary after 10 years
- 3% increase in base salary after 15 years
- 4% increase in base salary after 20 years
- 5% increase in base salary after 25 years
- 6% increase in base salary after 30 years

Payment of incentive pay will be based upon continuing satisfactory evaluation during the standard Employee review process by the Police Chief annually. This is not a grievable item.

- 28.3 New Employees. For Employees hired after January 1, 1997 Employer, at its option may grant credit for previous work experience as a Licensed Law Enforcement Officer up to a maximum of five (5) years of service. Granting of such credit would not affect other benefits.

## **ARTICLE 29. INSURANCE**

- 29.1 Health Insurance:

29.1.1 The Employer will pay one hundred percent (100%) of the cost up to a maximum of One Thousand Five Hundred Dollars and No Cents (\$1,500) for premiums for City-provided group health insurance for all Full-Time Employees. This will increase to One Thousand Five Hundred Fifty Dollars (\$1,550.00) in 2024 and One Thousand Six Hundred Dollars (\$1,600.00) in



2025. If City provided group health insurance premiums for the lowest cost family plan increase more than 15% above the current years contribution, the Employer and Union may meet and discuss the level of contribution.

- 29.2 Life Insurance: The Employer will provide Full-Time Employees with Life Insurance in the amount of Fifteen Thousand Dollars (\$15,000).

### **ARTICLE 30. HEALTH CARE SAVINGS PLAN**

- 30.1 Employees will be eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the Employee will be deposited into the Employee's Post Employment Health Care Savings Plan account.
- 30.2 Employees have agreed to contribute Fifteen Dollars (\$15.00) per payroll to the Post Employment Health Care Savings Plan. The Employer shall contribute Fifteen Dollars (\$15.00) per payroll to the Post Employment Health Care Savings Plan.
- 30.3 Employees shall contribute one hundred percent (100%) of their severance pay (as defined in Article 22) to the Health Care Savings Plan.

### **ARTICLE 31. UNIFORMS**

- 31.1 Full-Time Employees will be provided a yearly uniform replacement allowance of Eight Hundred and Seventy Five Dollars (\$875.00) per year. Full-Time Employees shall submit purchase orders for prior approval or receipts for reimbursement for uniforms up to the amount set forth in this section. Full-Time Employees may roll over the uniform allowance from year to year to acquire funds for a purchase of items that cost more than the annual amount. Employees will not be allowed to carry more than two time (2X) their annual allotment at any given time.
- 31.2 The Employer will replace uniform items damaged in the line of duty at no cost to the Employee.
- 31.3 Upon termination, the City will be entitled the return of the items issued to Employees under the initial issue.
- 31.4 When a Full-Time Employee terminates employment with the City, a pro-rata amount of the uniform allowance will be paid to the Employee, or deducted from the Employee's severance, whichever is applicable.

- 31.5 New Full-Time Employees will be provided with the following initial issue:
- Three (3) pair pants
  - Three (3) shirts
  - Full leather gear: belt, ammo pouch, holster, mace holder, flashlight loop, belt keepers, handcuff pouch, key rings, and footwear
  - Hat
  - Tie
  - Two Badges
  - Patches for all clothing
  - Pistol
  - Ammunition
  - Handcuffs
  - Jacket
  - Mace
  - Parka (if during winter months)
- 31.6 Uniform allowance will cover any items normally used in the line of duty (such as shoes, boots, gloves, etc.).
- 31.7 Part-Time Employees will be provided the following initial issue:
- One (1) pair pants
  - One (1) shirt
  - Full leather gear: belt, ammo pouch, holster, mace holder, flashlight loop, belt keepers, handcuff pouch, key rings, and footwear
  - Hat
  - Tie
  - Two Badges
  - Patches for all clothing
  - Pistol
  - Ammunition
  - Handcuffs
  - Jacket
  - Mace
  - Parka (if during winter months)
- 31.8 The Employer will replace uniform items for the Part-Time Employees when needed. Part-Time Employees shall obtain prior approval of uniform expenses.
- 31.09 Full-Time Employees who are also on the SWAT Team, will be provided a yearly uniform replacement allowance of Two Hundred Dollars and No Cents (\$200.00). SWAT Team Members shall submit purchase orders for prior approval or receipts for reimbursement for uniforms up to the amount set forth in this section. SWAT Team Members may roll over the uniform allowance into the second year to acquire funds for a purchase of items that cost more than the annual amount. SWAT Team


Members will not be allowed to roll over any remaining balances into the third year. Any amount remaining at the end of the year that has not been designated to roll over will be paid through payroll with the proper tax deductions being taken.

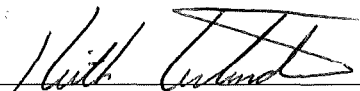
**ARTICLE 32. DURATION**

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

**FOR CITY OF PERHAM:**


**LAW ENFORCEMENT LABOR SERVICES:**

  
\_\_\_\_\_  
Timothy Meehl, Mayor

  
\_\_\_\_\_  
Keith Terlinden, Business Agent

Date: 10-6-2022

Date: 10/18/2022

  
\_\_\_\_\_  
Jonathan Smith, City Manager  
Steward

  
\_\_\_\_\_  
Michael Christopherson, LELS Union

Date: 10-6-2022

Date: 10-10-22

**APPENDIX “A”** The following will be the monthly salary schedule for Full Time Employees.

Part Time Employees will start at the first step of that year and will be eligible for step increases after 2080 hours of worked hours.

General cost of living adjustments will for each year of the agreement following the attached wage schedule will be as follows: 3% for 2024; 3% for 2025. COLA adjustments to wages are effective the first pay period of the new calendar year.

2023	
FT Police	Investigator
\$28.91	\$30.36
30.30	31.82
31.73	33.32
33.25	34.91
35.23	37.00
37.28	39.15
38.78	40.72

## **APPENDIX “B”**

### **Family And Medical Leave Act**

#### **Policy**

The Family and Medical Leave Act (FMLA) of 1993, as amended, provides up to 12 weeks of job-protected unpaid leave (City policy requires Employees to substitute appropriate paid leave) to eligible Employees for the birth of a child, adoption, foster care and certain family, military and medical reasons. Refer to Section 10.21 for specific information on FMLA for military leaves.

#### **Eligible Employees**

Employees are eligible for Family or Medical Leave if an Employee has worked for the City for at least 12 months and worked at least 1,250 hours during the 12 months preceding the start of the leave. National Guard members and reservists returning to civilian jobs will have their active-duty time combined with the months employed and the hours actually worked to meet the 12-month and 1,250 hours of employment FMLA-eligibility. The entitlement to FMLA for the birth or placement of a child expires 12 months after the birth or placement of the child.

#### **Qualifying Events**

The City will grant up to 12 weeks of leave to all eligible Employees within a 12-month period for any of the following qualifying events:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- Placement with the Employee of a son or daughter or for a newly adopted or newly placed foster child. Leave for birth of a son or daughter, or a newly adopted or newly placed foster child must be taken on a consecutive basis within the 12-month period following the child’s birth or placement with the Employee;
- Care for a spouse, son or daughter, or parent with a serious health condition; parent means a biological parent or an individual who stands or stood in loco parentis; this term does not include parents “in law.”
- Care for themselves during a serious health condition that makes the Employee unable to perform their job functions;
- In accordance with the National Defense Authorization Act, Family Medical Leave will be extended to certain family members of injured military personnel and military personnel called to active duty.

An Employee does not need to request FMLA leave. It is the City’s responsibility to determine whether leave taken by an Employee is FMLA-qualifying. The City will not grant more than 12 weeks of FMLA Leave except in extraordinary circumstances, as authorized by the City Manager, or as required by law.

### **Serious Health Conditions**

A serious health condition is defined as any illness, injury, impairment or physical or mental condition that requires:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities;

*The continuing treatment requirement may be met by:*

- a. A period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider within 30 days of the first date of incapacity, or one visit and a regimen of continuing treatment. The first in-person treatment visit must take place within seven days of the first day of incapacity; or
- b. Incapacity due to pregnancy or prenatal care; or
- c. Incapacity due to a chronic serious health condition which requires at least two visits per year for treatment by a health care provider.

### **Health Care Providers**

Department of Labor regulations define “health care providers” as doctors of medicine or osteopathy, any other person determined by the Secretary to be capable of providing health care services, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (within certain limitations), nurse practitioners, nurse-midwives, clinical social workers and physician assistants (within certain limitations), Christian Science Practitioners, a health care provider recognized by the City’s group health plan, and a health care provider as defined above who practices and is licensed in a country other than the United States.

### **Medical Certification**

The Employee must submit medical certification to support the Employee’s or family member’s serious health condition. A “Certification of Health Care Provider” form can be obtained from Human Resources. It is to be completed by the attending physician or practitioner. Employees may also be required to provide periodic recertification supporting the need for leave. The City may also require, at City expense, a second or third opinion from another health care provider.

### **Leave Year**

The leave year will begin the first day the Employee is absent from work on FMLA leave and is a rolling 12-month period beginning from the date leave is used. The length of FMLA leave is not to exceed 12 weeks in any 12 month period. The entitlement to FMLA leave for the birth or placement of a child expires 12 months after the birth or placement of the child. For example, an Employee who takes 12 weeks of FMLA beginning on March 1 would not be entitled to additional leave until the following March 2.

### **Substitution of Paid Leave**

The use of paid leave hours occurs simultaneously with FMLA leave and does not extend the length of FMLA leave. Employees are required to use accrued vacation leave and eligible sick leave during the FMLA leave before it becomes an unpaid leave of absence.

### **Continuous 12-Week Leave Period**

An Employee is eligible for up to 12 weeks of continuous leave within a 12-month period from the date of the qualifying event.

### **Intermittent/Reduced Schedule Leave**

Leave may be taken intermittently or on a reduced schedule if medically necessary. If not medically necessary, the Department Head and City Manager approval is required. The City may require the Employee to transfer to an alternative position of like status and pay while on intermittent leave. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the City's operation. If leave is taken intermittently, it will not affect the status of an exempt Employee under the Fair Labor Standards Act. All requests for intermittent leave will be evaluated on a case-by-case basis. Intermittent leave or a reduced schedule is not permitted for the birth, placement, or adoption of a child.

### **Notice**

Employees must give the City at least 30 days advance notice if the leave is foreseeable. If that is not possible, the Employee should give as much notice as is practicable and must comply with the normal call-in procedures. When the City receives the Employee's request, we will inform the Employee if they are eligible for FMLA leave and any additional information required as well as the Employees' rights and responsibilities. If the Employee is not eligible for FMLA leave, the City will provide a reason for the ineligibility. Once a determination is made, we will then provide another notice stating whether the leave will be designated as FMLA-protected and the amount of leave to be counted against your entitlement (if it can be determined). If the leave is not FMLA-protected, the City will notify the Employee.

Employees must provide sufficient information to the City to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. This may include that the Employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider.

### **Record Maintenance**

Human Resources will keep and maintain FMLA information.

### **Return to Work Medical Certification**

Employees will be required to submit a certification of fitness to return to work from their medical practitioner before returning to work if the leave was for the Employee's own serious health condition.

### **Benefits/Salary Increases**

An Employee will accrue no seniority or other Employee benefits during an unpaid leave of absence.

Step increases may be extended by the length of the leave. Employees on intermittent leave will be evaluated on a case-by-case basis with regard to extending the length of the step increases.

### **Insurance Continuation**

An Employee on FMLA leave may choose to continue existing health care benefits (health and dental) and life insurance if they so desire. These benefits will be maintained under the same conditions, and at the same level of City contributions, as before the Employee goes on leave. If there are changes to the City's contribution levels and/or premium rates while the Employee is on leave, those changes will take place as if the Employee were still on the job. The Employee will be required to continue timely payment of the Employee portion of the health care and/or other insurance coverages he/she chooses to continue. If an Employee's contribution is more than 30 days late, the City may terminate the Employee's insurance benefits.

### **Holiday Exclusions**

An Employee on an unpaid FMLA leave of absence immediately preceding and immediately following a holiday will receive no holiday payment.

### **Sick and Vacation Leave Accruals**

An Employee on paid FMLA leave will continue to accrue vacation and sick leave for the duration of the paid leave. An Employee on unpaid FMLA leave will not accrue leave hours for the duration of the unpaid leave.

### **Job Reinstatement & Key Employees**

A key Employee is defined as a salaried Employee who is in the highest 10% of all Employees. Key Employees may be denied reinstatement to the same or an equivalent position after a leave if the denial is necessary to prevent substantial economic injury to the City's operations.

Upon return from FMLA leave, a non-"key" Employee is entitled to be returned to the same position the Employee held when leave commenced, or to an equivalent position with same pay, benefits, and other terms and conditions of employment. An exception would be if the Employee's position would have been eliminated or the Employee would have been discharged but for the leave. In this case, the Employee would not have the right to be reinstated upon return from leave.

### **Failure to Return from FMLA Leave**

The Employee will be required to reimburse the City for any premiums paid during the leave if the Employee does not return to work for a minimum of 30 calendar days, unless the Employee cannot return to work due to the continuation of a serious health condition of the child, spouse, parent or Employee, or due to other circumstances beyond the Employee's control.



Employees on intermittent leave, who do not return to work, will be evaluated on a case-by-case basis, with regard to the premium reimbursement requirement.

Failure of an Employee to return to work upon the expiration of all eligible leaves of absence will be cause for discipline, up to and including separation from employment. If the absence continues for three or more days without permission, the City may deem an Employee to have voluntarily resigned not in good standing.

**Coordination with Other Leave Provisions**

If an Employee is eligible for Parental Leave or any other leave as provided for in City policies, this leave will also count towards the FMLA leave. FMLA may also run concurrently with a workers' compensation absence when the injury or illness is one that meets the criteria for a serious health condition.

Where provisions of other City policies are in conflict with the Family Medical Leave Act, those policies which are most beneficial to the Employee will apply.

**General Summary**

This policy is intended to be a general summary of the law. Each situation will be evaluated on a case-by-case basis.