



**COLLECTIVE
BARGAINING
AGREEMENT**

**CITY OF ROCHESTER
AND
LAW ENFORCEMENT
LABOR SERVICES, INC.
LOCAL 526
ROCHESTER PUBLIC
SAFETY
TELECOMMUNICATORS
*REPRESENTING "911 DISPATCHERS"***

2023 - 2025

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This Agreement is entered into between the City of Rochester, Minnesota, (hereinafter referred to as the City), and Law Enforcement Labor Services, Inc., Local 526, representing Public Safety Telecommunicators (hereinafter referred to as Public Safety Telecommunicators or Dispatchers).

1. PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the City and employees covered by this Agreement; to provide an equitable and orderly procedure for resolving differences; and to establish terms and conditions of employment (as defined in Minnesota Statute 179A.03, Subd. 19). The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Minnesota or its charter.

2. RECOGNITION

The City recognizes the Union as the exclusive representative, as certified by the Bureau of Mediation Services, BMS Case No. 23PRE0419, Public Safety Telecommunicators (PST), employed by the City of Rochester, Minnesota, who are employees with the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

3. UNION RIGHTS

The Union agrees that working hours shall be considered productive hours and that there shall be no Union work or Union activity on City time and/or City premises other than specifically permitted by the express terms of this Agreement.

- A.** Officers, agents, representatives, or members of the Union who are not employees of the City of Rochester shall have access to the premises of the City, at reasonable times, provided they notify the supervisor in the work area of their presence upon arrival and their presence will not disrupt the orderly routine of the department(s).
- B.** Employees who are designated or elected for the purposes of adjusting grievances shall, at the discretion of their supervisors, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, providing the purpose of these activities is the maintenance of harmonious and cooperative relations between the employer and the employees and uninterrupted operation of the department(s).
- C.** The Union agrees to keep a current list on file with the employer of employee and non-employee representatives who would avail themselves of the provisions of "A" and "B" above. Only these individuals found on such list shall be considered official representatives of the Union.
- D.** The City agrees to deduct the monthly membership dues for each member of the Union who authorizes this deduction by signing the Union membership card authorizing the payroll deduction and forwarding it to the Human Resources Department. Such authorization shall be revocable by the employee at their written

request. The City will remit the dues collected on a monthly basis as directed by Law Enforcement Labor Services, Inc. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as the result of action taken or not taken by the City under the provisions of Article 3 (D).

4. MANAGEMENT RIGHTS

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 department(s); to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine 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 reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment in connection therewith shall not be the subject of any grievance or arbitration proceeding except as specifically provided for in this Agreement..

5. RULES AND REGULATIONS

A. It is understood that the City has the right and discretion to establish, revise, and rescind reasonable rules and regulations. The Union agrees that all members of the bargaining unit shall comply with all City rules and regulations, including those relating to conduct and work performance.

B. In the event of a conflict between a provision in this Agreement and any rule or regulation established by the City (insofar as said rule or regulation affects employees covered by this Agreement), the provision of this Agreement shall control.

6. NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employees on any basis prohibited by law.

The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union and there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

7. EMPLOYMENT

A. Probationary Period

All new employees covered under this Agreement shall serve a probationary period of six (6) months.

During the probationary period, employees have no seniority rights, but they shall be subject to all of the other clauses of the Agreement. All employees who are retained beyond the probationary periods as defined above shall attain the status of an employee and time spent in the probationary period shall be included when computing their seniority.

B. Outside Employment

No employee covered by this Agreement will engage in any outside employment or business, which might hinder their impartial or objective performance of their duties. More than an average of twenty (20) hours per week of outside employment shall be excessive unless the person is on vacation leave. The employee must provide notice and obtain permission the Public Safety Communications Manager.

8. HOURS OF WORK

- A.** The normal work year shall be two thousand eighty (2080) hours for full-time employees (unless altered by an approved alternate work schedule) which shall include working hours, paid leave time, and employer-required training.
- B.** All hours worked in excess of the scheduled shift shall be paid at time and one-half (1 ½) the employee's regular rate of pay. Overtime will be calculated to the nearest fifteen (15) minutes.

At the employee's option and with the approval of the supervisor, an employee may receive compensatory time off in lieu of overtime pay. Compensatory time off will be used as time off at such time mutually agreeable to the employee and supervisor, or during periods of shortage of work. Compensatory time shall be used as soon as it is practical. Not more than one hundred (100) hours of compensatory time shall be carried over from one year to the next.

- C.** For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- D. Call Back.** When it is necessary to call an off-duty dispatcher back to work, the dispatcher will be paid a minimum of four (4) hours at the regular straight time hourly rate of pay or at a rate of one and one-half (1 ½) the regular straight hourly rate of pay for actual time worked, whichever is greater. An extension or early report to a regularly scheduled shift does not qualify the employee for the four- (4) hour minimum.
- E.** Employees covered by this Agreement shall receive a fifteen (15) minute rest period during each four (4) hour shift determined by the employee's supervisor.

- F. Employees covered by this Agreement shall, except upon mutual agreement, be granted a thirty- (30) minute paid meal period during each work shift of eight (8) hours or more. Such meal period may be interrupted.
- G. Whenever an off-duty dispatcher is compelled to appear in court on matters relating to Communications Center business, the dispatcher shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

H. Extended Tours and Change of Schedules

1. Full-time employees. Full-time employees must receive twenty-four (24) hours advance notice of a change in schedule. Any full-time employee called back to duty with less than twenty-four (24) hour notice shall be paid at time and one-half (1 ½) their normal hourly rate for all hours worked during that tour of duty. If an employee is required to work non-scheduled hours, the employee will be compensated at the rate of one and one-half (1 ½) the employee's base rate of pay.
 2. Part-time employees. Part-time employees may be called back to unscheduled duty or asked to work an extended tour. They will be paid their base hourly rate unless any of the following conditions apply that would qualify them for overtime compensation.
 - a. They will or have already exceeded forty (40) hours worked during the current work week. In this circumstance, only the hours worked in excess of forty (40) will be paid at the overtime rate.
 - b. They have received less than twelve (12) hours' notice.
 - c. Upon returning to work, they will have been off-duty for less than twelve (12) hours.
 3. The preceding clauses do not qualify any employee for overtime compensation if the employee trades shifts with another employee or otherwise requests a change of schedule within the applicable time frames.
 4. For purposes of determining eligibility for overtime for hours worked in excess of forty (40) per week, "hours worked" shall include sick leave, vacations, bank time used or any other paid leave.
- I. On-Call Pay. Employees covered by this Agreement will be considered to be on-call when specifically assigned by the Chief of Police, or their designee, to be on-call for the purpose of being immediately available to report to work. An employee will be compensated at the rate of one dollar thirty cents (\$1.30) per hour when assigned to be on-call for these specific circumstances. An employee called in will be compensated based on the applicable base rate of pay or, if applicable, the overtime

rate; if called in, the on-call rate of one dollar thirty cents (\$1.30) per hour is no longer applicable. Voluntary assignments do not constitute on-call status. Failure to report to work when assigned to on-call status may result in disciplinary action.

9. SENIORITY

- A.** Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since their last date of hire, less any adjustments due to layoff, approved leave of absence without pay, (unless otherwise agreed by the City), or other breaks in service. For seniority purposes, FMLA and military leave of absences do not impact an employee's length of continuous service.
- B.** In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work are, as determined by the City, relatively equal among the employees concerned, seniority as deemed in "A" above, shall govern.
- C.** Seniority and the employment relationship shall be terminated when an employee:
 - 1. quits; or
 - 2. is discharged for just cause; or
 - 3. is absent for three (3) consecutive working days without notifying the City; or
 - 4. is laid off and fails to report for work within three (3) working days after having been recalled; or
 - 5. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. An extension of time will be granted if the employee could not report for work within forty-eight (48) hours but reports to their immediate supervisor the reason for failure to report; or
 - 6. is laid off for a period in excess of one (1) year; or
 - 7. retires or is retired.
- D.** If more than one (1) person is hired on the same day, then the person occupying the highest position on the seniority list, receiving the lowest badge number, shall receive seniority preference.
- E.** An employee in the bargaining unit who transfers from another department of the City shall maintain seniority from the other department for purposes of accruing vacation and sick leave only.

10. OTHER PAY

- A. Acting Dispatch Supervisor (ADS) - The employer may temporarily assign a current dispatch employee to perform the duties of Acting Dispatch Supervisor (ADS). An employee assigned to perform these duties shall be paid at a rate seven percent (7%) higher than their base hourly rate for all hours performing these duties as assigned. No vacation, sick leave, bank time used or other paid leave used by an employee during the time frame of this assignment will qualify for the seven percent (7%) additional pay.
- B. Communications Training Officer (CTO) - The employer may temporarily assign employees to perform duties as a Communications Training Officer (CTO) for newly hired employees. An employee assigned to perform these duties shall be paid at a rate five percent (5%) higher than their base hourly rate for actual hours worked performing those duties. No vacation, sick leave, bank time used or other paid leave used by an employee during this time frame of this assignment will qualify for the five percent (5%) additional pay. Additionally, a CTO will receive two (2) hours of straight pay/straight compensatory time for each 12 hour shift performing the duties of CTO to complete necessary documentation. If performing CTO duties for less than 12 hours in one day, the two (2) hours of straight pay/straight compensatory time will be prorated.
- C. Subject Matter Expert (SME) - An employee, who is assigned by management and performs specialized training on a particular topic or subject during a pay period, shall receive additional compensation of twenty dollars (\$20.00) for that pay period. This compensation is different from the duties and compensation for CTO duties as provided under paragraph "B" above, and is intended to be sporadic. If the assignment of duties of both CTO and specialized training is pre-approved by management and the Human Resources Director, an employee may be entitled to compensation under both paragraphs "B" and "C" of this Article.

11. LAYOFF AND RECALL

- A. The City in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, each classification will be laid off in the following order:
 - 1. Temporary employees or provisional employees;
 - 2. Probationary employees; and
 - 3. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
 - 4. The employer shall issue written notice to any employee at least thirty (30) days in advance of any layoff.

- B.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.
- C.** Employees who are eligible for recall shall be given thirty (30) calendar days' notice to recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Human Resources Department of their intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Human Resources Department with their latest mailing address.

12. HOLIDAYS

- A.** All employees covered by this Agreement shall receive the following paid holidays subject to these limitations: One hundred twenty (120) hours shall be added to the employee's vacation time, in increments of four point six one five (4.615) hours per pay period. Employees shall be allowed to accumulate sixty-four (64) hours over the maximum vacation time allowed on their seniority date.

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|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Juneteenth | 11. Christmas Eve Day |
| 6. Independence Day | 12. Christmas Day |

- B.** Work performed on the above holidays by eligible employees shall be paid for at one and one-half (1 ½) times their base hourly rate in addition to the holiday pay.
- C.** An employee who is called in to work on a holiday when the employee was scheduled off shall receive pay at the rate of two (2) times the employee's base hourly rate for hours worked. An employee, who has a shift extended on a holiday, shall receive pay at the rate of two (2) times the employee's base hourly rate for the extended hours worked. This provision shall apply to the following seven (7) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

13. VACATIONS

- A.** Employees may not be granted any vacation until they have been employed for three (3) months, or upon completion of the initial training period, whichever comes first.
- B.** Employees shall earn vacation benefits from the start of their employment.

- C. No vacation benefits shall accrue to an employee terminating within six (6) months of their employment date.
- D. The supervisor shall establish vacation schedules with the first consideration given to the efficient operation of the Department and second consideration to the wishes of employees as to vacation time. Vacations may not be taken without advance approval of management.
- E. When an employee is on vacation and requires a physician's care or is hospitalized for a minimum of three (3) consecutive days, the employee may reschedule their vacation days lost providing they submit written evidence that they would have been unable to use the vacation as desired.
- F. Upon termination in good standing, disability, or death, non-probationary employees shall be paid for their accrued vacation hours.
- G. Employees shall accrue vacation on the following vacation schedule:

Years of Service	Vacation Allowed
Less than 1 year	Prorated 96 hours
1 - 2 years	96hours
3 - 5 years	120 hours
6 - 10 years	144 hours
11 - 15 years	168 hours
16 - 19 years	192 hours
20 + years	200 hours

- H. A cap of two (2) times annual vacation accrual rate will be applied after the last pay date in December each year, in addition to the provisions of Article 13.
- I. Employees may submit vacation requests to their supervisors up to one hundred eighty (180) days in advance. Vacation requests must not interfere with the allotted number of annual vacation approvals allowed.

14. INJURY ON DUTY

For each separate incident of personal injury arising out of and in the course of employment with the City of Rochester for which benefits are provided under the Minnesota Worker's Compensation Law, an employee shall receive disability leave equal to their normal earnings for each working day absent from work as a result of such injury, for a period not to exceed sixty (60) calendar days provided the employee provides written medical evidence that they are unable to work. Disability leave shall

include worker's compensation benefits and an employee receiving such disability leave shall sign a receipt for such benefits. At no time shall an employee be allowed to receive more net wages than they received at the time of injury, providing all wages and deductions remain the same.

15. SICK LEAVE

- A.** Sick leave with pay will be granted for a bona-fide personal illness, medical examination, medical treatment, legal quarantine, dental care, and for the illness or injury of the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. No sick leave will be allowed for illness, injury, or physical inability resulting from misconduct or excessive use of alcohol or narcotics, except in the case of an employee pursuing appropriate treatment for the illness of alcoholism or other forms of chemical dependency.
- B.** When an employee is eligible for worker's compensation payments from the City, they may supplement these payments with a prorated portion of their sick leave so that the combination of the two will equal their regular pay.
- C.** Sick leave also may be used as outlined in the City's organizational Sick Leave policy.
- D.** No sick leave shall be granted to employees during the first (1st) month of their employment, but shall accrue from the start of their employment.
- E.** Eight (8) hours of sick leave shall be earned for each calendar month of employment or major fraction thereof. There shall be no maximum accumulation limit.
- F.** Employees using earned sick leave shall be considered to be working for the purpose of accrual of all benefits.
- G.** Each employee shall be held responsible for bona-fide use of sick leave benefits. Claiming sick leave when they are able to perform their regular job duties, except as provided in this Article, may be cause for disciplinary action.
- H.** Employees shall be granted family medical leave according to State and Federal law.

16. UNUSED SICK LEAVE

To qualify for any provision of this Article, Unused Sick Leave, the employee must be an active employee who has accrued ten (10) or more years of continuous full-time or part-time regular service with the City of Rochester.

For employees hired prior to January 1, 2013: When an employee terminates employment with the City of Rochester, the City will convert forty (40) percent of the

employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

The dollar value of accumulated sick leave hours will be equal to forty (40) percent of the total accumulated sick leave hours at the time of separation. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty (40) percent of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees, except those who are discharged for cause, shall be eligible to convert forty (40) percent of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave balance upon separation of employment. This amount shall be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

In case of permanent disability as determined by PERA of an active employee, an amount equal to one hundred (100) percent of unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred (100) percent of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

17. HEALTH AND DENTAL COVERAGE, LIFE INSURANCE AND OPPORTUNITY TO PURCHASE LONG-TERM DISABILITY INSURANCE

- A.** The City will provide term life insurance in an amount two (2) times the employee's annualized base salary rounded to the next higher thousand as outlined in the master policy on file in the City Clerk's Office.
- B.** The City will provide group medical insurance to eligible employees and pay a portion of the total premium as follows:

Medical Plan	City's Monthly Premium Contribution		
	Effective 1/13/2023	Effective 2024	Effective 2025
Basic Medical Plan Tier			
Employee Only	88.00%	87.50%	87.00%
Employee + Spouse	84.50%	84.00%	83.50%
Employee + Child(ren)	84.50%	84.00%	83.50%
Family	84.50%	84.00%	83.50%
High Deductible Plan			
	Effective 1/13/2023	Effective 2024	Effective 2025
Employee Only	88.00%	87.50%	87.00%
Employee + Spouse	84.50%	84.00%	83.50%
Employee + Child(ren)	84.50%	84.00%	83.50%
Family	84.50%	84.00%	83.50%

- C. The City shall contribute the following amounts to a Health Savings Account (HSA) for eligible employees selecting the High-Deductible Health Plan coverage:

<u>High-Deductible Medical Plan</u>	<u>Annual Contribution to HSA</u>
Employee Only	\$1,400.00
Employee + Spouse	\$2,800.00
Employee + Child(ren)	\$2,800.00
Family	\$2,800.00

- D. The City will provide group dental coverage and will pay one hundred (100) percent of the cost of employee coverage. Dependents may enroll in the same group dental coverage at the employee’s expense. The City will pay eighty-five (85) percent of the cost of dependent coverage effective the first of the month following their hire date provided the employee enrolls in dependent coverage.
- E. Health, dental, and life insurance coverage for newly hired employees will be effective the first (1st) day of the month following their hire date.
- F. An employee on an authorized leave of absence from City employment who does not have earnings on the second (2nd) pay date of the month must submit payment for individual and/or family health coverage to Human Resources prior to the twenty-fifth (25th) of the month in order to maintain coverage(s). During a Family and Medical Leave Act (FMLA) leave of absence, the City will continue to pay its portion of the employee and dependent coverage(s) cost. The employee is responsible for the remainder of the cost of the coverage(s). Failure by the employee to make a timely payment as described above will result in the loss of coverage(s).
- G. An employee’s group health coverage shall cease on the last day of the month following their termination date or on the date of the termination if that is also the last day of the month.
- H. It is the employee’s responsibility to notify Human Resources, in writing, of all desired changes in coverage, prior to their effective date, as well as paying the cost of coverage(s) when they are temporarily off the payroll.
- I. The City assumes no liability or responsibility for failure to insure or for lapsed or expired coverage.
- J. Continuation of coverage will be available as provided by Federal and/or State law and other provisions of this Agreement.
- K. The City shall make available group long-term disability insurance coverage. If an employee elects to participate in the group long-term disability insurance coverage, the employee shall pay the premium. The City shall provide payroll deduction for the group long-term disability coverage

18. OPTION TO PURCHASE CITY-SPONSORED HEALTH COVERAGE, DENTAL

COVERAGE AND/OR LIFE INSURANCE AFTER RETIREMENT

An employee who retires from regular full-time employment with the City of Rochester may continue to participate indefinitely in the City-sponsored health and/or dental insurance group that the employee participated in immediately prior to retirement. The retiree may receive dependent coverage only if they received dependent coverage immediately prior to retirement. A retiree who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage, but the retiree may not drop individual coverage and retain dependent coverage. City-sponsored life insurance may be continued until the retiree's seventy-fifth (75th) birthday.

In order to retain City-sponsored health and/or dental coverage or life insurance, the retiree and their spouse, if applicable, must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.

If a retired employee dies, the surviving spouse may continue to participate in the City-sponsored health and/or dental insurance group that the surviving spouse participated in at the time of the retired employee's death. The surviving spouse must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.

For the retiree, until age sixty-five (65), the amount of life insurance coverage which can be purchased is any amount, in thousand dollar increments, between a minimum of ten thousand dollars (\$10,000) and a maximum of the amount of coverage available to the employee on the date of retirement from the City. Beginning on the retiree's sixty-fifth (65th) birthday, the amount of life insurance coverage is limited by the underwriter to ten thousand dollars (\$10,000).

Any life-time maximum benefit designated in the City's health coverage plan document continues to be applied after retirement.

19. ALCOHOLISM/CHEMICAL DEPENDENCY

The City's policy concerning alcohol and chemical dependency treatment shall apply to members of the Union.

20. LEAVES OF ABSENCE

The City shall maintain a policy whereby employees may request and be considered for leaves of absence other than as prescribed as follows:

A. Bereavement Leave:

Employees are eligible for bereavement leave as stated in the City's Organizational Policy, *Bereavement Leave* (note: a day is the equivalent of the employee's scheduled work shift).

B. Military Leave:

Leave of absence to participate in National Guard or Reserve training or for military service in accordance with State and Federal law.

C. Jury Duty/Victim Witness Leave:

Employees are eligible for leave as stated in the City's Organizational Policy, *Jury Duty/Victim Witness Leave*.

D. Leave Without Pay:

Employees are eligible for personal leave without pay as stated in the City's Organizational Policy, *Personal Leave Without Pay*.

21. RESIGNATION

A. Two (2) weeks shall constitute proper notice for an employee who is planning to resign in good standing.

B. Unauthorized leave of absence by an employee for three (3) consecutive workdays may be considered by the department as a resignation by such employee.

22. GRIEVANCE PROCEDURE

A grievance is defined as a dispute or disagreement involving the interpretation or application of a specific provision of this Agreement. Such grievances shall be solved in the following manner:

Step One

The aggrieved employee shall present the grievance orally to their immediate supervisor, or a management representative designated by the employer, accompanied by a Union representative within ten (10) calendar days of the alleged occurrence. The immediate supervisor or the Employer designated representative shall give a written response within ten (10) calendar days of the Step One meeting.

Step Two

If the grievance is not settled in Step One, the employee or Union may present their grievance in writing to their Department Head. The written grievance shall give the nature of the grievance describing the violation, misinterpretation, or disagreement and the remedy sought. It must be signed by the aggrieved employee and an Union representative, and it must be presented to the Department Head within ten (10) calendar days, after the date the immediate supervisor's answer is received. The Department Head shall give a written reply within ten (10) calendar days after the written grievance was received.

Step Three

If the grievance is not settled at Step Two, the Union may present the grievance to the Director of Human Resources within ten (10) calendar days of receipt of the reply in Step Two. The Director of Human Resources shall give a written response within ten (10) calendar days after the grievance is presented.

Step Four

If the grievance is not resolved at Step Three, the parties shall request the assistance of the Bureau of Mediation Services prior to requesting arbitration.

Step Five

If the grievance is not resolved at Step Four, either party may request arbitration. If the City and the Union can agree on an arbitrator, such person shall be named as the arbitrator for this grievance. In case both parties cannot agree on an arbitrator within ten (10) days, they shall request a list of qualified arbitrators from the Bureau of Mediation Services.

The Union and the City will then each strike names alternately from the list. The party winning a coin flip shall strike the first name. After each party alternately strikes names, the final name remaining shall be the arbitrator for this grievance. The arbitrator shall be notified of their selection by a joint letter from the City and the Union. The arbitrator shall consider only the specific issue presented to them and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator's decision shall be rendered within thirty (30) days of the close of the hearing or submission of written briefs by the parties, whichever is later. It is understood by both parties that:

1. The cost of the arbitrator shall be paid equally by the City and the Union.
2. Each party shall pay the cost of its witnesses, legal fees, and representatives.
3. The decision of the arbitrator shall be final and binding.
4. In the event a cancellation penalty is charged by the arbitrator, the party requesting the cancellation will pay such penalty, unless otherwise mutually agreed.

Choice of Remedy. If the grievance remains unresolved after Step Three or Step Four, the grievance may be appealed to either Step Five or to a procedure such as Civil Service, veterans' preference or Human Rights. If appealed to any procedure other than Step Five, the grievance is not subject to arbitration pursuant to Step Five. The employee shall indicate in writing which procedure the employee chooses to use. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission may also pursue 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 and deleted from this Agreement.

Waiver. If a grievance is not presented within the time lines set forth above, it will be considered “waived.” If a grievance is not appealed to the next step within the specified time lines set forth above, or any mutually 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 line in each step may be extended by mutual agreement of the parties.

23. TUITION REFUND

Subject to the City's determination that reasonable funding exists, the present tuition reimbursement program, as outlined in the City Organizational Policy, shall be maintained for the term of this Agreement. Employees shall be allowed to trade work shifts with other qualified employees in order to attend classes as provided for under this Article. The employee shall be required to notify their immediate supervisor of the trading of work shifts a minimum of seven (7) days prior to the trade taking place. The Department Head or designated representative shall determine if the person trading work shifts is qualified to perform the required work of the person requesting the trade of work shift(s).

24. MILEAGE REIMBURSEMENT

The City of Rochester’s mileage reimbursement policy shall apply to members of the Union.

25. UNFAIR PRACTICES AND WAIVER OF BARGAINING

A. Both parties agree that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or not referred to in this Agreement during its term.

B. Both parties fully recognize and acknowledge the terms and conditions of the Public Employment Labor Relations Act.

26. SAVINGS CLAUSE

If any provision or portion of this Agreement be rendered or be declared illegal by reason of any existing or subsequent statute, or by decision of a court, such invalidation shall not affect the remaining provision or portions of this Agreement.

27. TERM OF AGREEMENT

- A. The Agreement shall be effective as of January 1, 2023, and shall remain in effect through December 31, 2025.
- B. This Agreement shall automatically be renewed from year to year thereafter, unless either party wishes to reopen negotiations. Either party may reopen negotiations by notifying the other party in writing of their intention at least sixty (60) calendar days before the expiration date of the current Agreement year.

28. NO STRIKE

The Union agrees for itself and its individual members, that during the term of this Agreement none of its officers or members shall instigate, authorize, call, support, maintain, or take part in any strike, walk-out, work stoppage, curtailment or slowdown or impeding of work, boycott, picketing of City premises, or other action which may interrupt or interfere with any of the operations of the City for any reason whatever.

The City may terminate the employment or otherwise discipline any employee who foments, instigates, incites, calls, supports, or participates in any act forbidden in the paragraph above.

The Union agrees that it shall use its best efforts to prevent any act(s) forbidden in the paragraph above on the part of any employee or group of employees, and that in the event that such act(s) take place by any employee or group of employees, the Association further agrees that it shall use its best efforts to cause an immediate cessation thereof.

29. WAGES

A schedule of hourly base wages for all bargaining unit positions is found in "Appendix A" of this Agreement.

2023: Effective the first full pay period of 2023, the schedule of hourly base wages shall increase by two percent (2%). Effective the pay period beginning July 13, 2023, the schedule of hourly base wages shall increase by two dollars (\$2.00) per hour, to reflect a market adjustment.

2024: Effective the first full pay period of 2024, the schedule of hourly base wages shall increase by three percent (3%).

2025: Effective the first full pay period of 2025, the schedule of hourly base wages shall increase by four percent (4%).

Step adjustments are based on acceptable performance. There shall be no step progression after December 31, 2025, except as may be negotiated in the successor Collective Bargaining Agreement.

The Chief of Police and the Human Resource Director have the authority to place a newly-hired Public Safety Telecommunicator up to Step D of the wage grid, Appendix

A, based on experience and other relevant factors.

30. SHIFT DIFFERENTIAL

A. All employees who work between 6:00 p.m. and 6:00 a.m. shall receive one dollar and seventy-five cents (\$1.75) in addition to their base hourly rate for all hours worked within this period.

An employee who is requested by the Public Safety Communications Manager or their designee to start a 6:00 p.m. shift early will receive a shift differential for the entire shift if the majority of the hours are worked after 6:00 p.m.

31. PART-TIME EMPLOYEES – VACATION, SICK LEAVE AND HOLIDAY ACCRUAL

A. For the purpose of this Article, the term “full-time equivalency” or “FTE ratio” shall mean the ratio of hours worked by an employee during the pay period divided by eighty (80) except that this ratio may not be less than five-tenths (0.5) or greater than one (1.0). The term “hours worked” includes the actual number of hours worked plus vacation, bank time used, sick leave, bereavement leave, military leave or other compensated hours of leave used but not actually worked. Uncompensated leave shall not be included.

B. Vacation benefits shall be prorated for any part-time employee based upon the full-time equivalency ratio defined above in accordance with the vacation schedule as defined in Article 13, paragraph “G” of this Agreement.

C. Part-time employees shall receive holiday and sick leave benefits each pay period in the same manner as full-time employees under Article 12 “A” and Article 15 “E” respectively, except they will be proportional based upon the following formula: four (4) hours X FTE ratio.

32. APCO DUES AND UNIFORMS

The City agrees to pay APCO membership dues for employees who actively participate in APCO seminars, conferences or training sessions.

City provided uniforms may normally consist of the following:

- 3 shirts
- 3 pairs of pants
- 1 pair of shoes
- 1 hat
- 1 belt
- 1 jacket or sweater

Uniforms will be replaced, as needed, at the employer’s discretion.

33. DURATION OF AGREEMENT

This Agreement is entered into between the City of Rochester and the LELS Local #526, Public Safety Telecommunicators(911 Dispatchers).

Dated at Rochester, Minnesota, this ____ day of 7/11/2023 | 3:10:51 CDT, 2023.

FOR THE CITY:

DocuSigned by:
Kim Norton

B64FA0B4CDD490...
Kim Norton, Mayor

DocuSigned by:
Kelly K. Geistler

A416811FAE5B495
Kelly Geistler, City Clerk

FOR THE UNION:

Brian Bone

Brian Bone, Business Agent

Kimberly Meillier

LELS #526, Steward

APPENDIX A

SCHEDULE OF HOURLY BASE RATES OF PAY

2023 - 2% General Increase, Effective January 13, 2023					
Start/A	6 Mo/B	1 Yr/C	2 Yrs/D	3 Yrs/E	4 Yrs/F
\$ 27.02	\$ 28.38	\$ 29.81	\$ 31.30	\$ 32.85	\$ 34.48
2023 - \$2.00 Market Adjustment, Effective July 13, 2023					
Start/A	6 Mo/B	1 Yr/C	2 Yrs/D	3 Yrs/E	4 Yrs/F
\$ 29.02	\$ 30.38	\$ 31.81	\$ 33.30	\$ 34.85	\$ 36.48
2024 - 3% General Increase, Effective January 11, 2024					
Start/A	6 Mo/B	1 Yr/C	2 Yrs/D	3 Yrs/E	4 Yrs/F
\$ 29.89	\$ 31.29	\$ 32.76	\$ 34.30	\$ 35.90	\$ 37.57
2025 - 4% General Increase, Effective January 9, 2025					
Start/A	6 Mo/B	1 Yr/C	2 Yrs/D	3 Yrs/E	4 Yrs/F
\$ 31.09	\$ 32.54	\$ 34.07	\$ 35.67	\$ 37.34	\$ 39.07

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Rochester, Minnesota (hereafter “City”) and Law Enforcement Labor Services, Inc. (hereafter “Union”) representing 911 Dispatchers/Public Safety Telecommunicators (hereafter “Public Safety Telecommunicators”).

WHEREAS, the City and the Union are parties to collective bargaining agreement in effect; and

WHEREAS, the parties have expressed a desire to establish eight (8) and twelve (12) hour shifts for Public Safety Telecommunicators for a trial period of 52-weeks.

NOW, THEREFORE, the City and the Union enter into this Memorandum of Agreement, pursuant to the FLSA and section 7(B) of the NLRA, as follows;

1. Effective the start of the first payroll period closest to June 1, 2023, the City will implement a 2080 Plan pursuant to Section 7(B) of the Fair Labor Standards Act for full-time employees in the classification of Public Safety Telecommunicators in conjunction with the utilization of eight (8) and twelve (12) hour shifts.
2. Full-time Public Safety Telecommunicators will be guaranteed at least 2,080 hours of work in the 52-week period.
3. Full-time Public Safety Telecommunicators will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay in any of the following conditions, for all hours worked in excess of: 12 hours per day; 80 hours in a 14-day period; or 2,080 hours in the 52-week period of this Agreement.
 - a. For purposes of calculating over time pursuant to paragraph 3, “hours worked” includes any hours paid but not worked, such as vacation, sick leave, or holidays.
4. Overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
5. No full-time Public Safety Telecommunicator will be permitted to work more than 2,240 hours in the 52-week period. Any full-time Public Safety Telecommunicator whose hours of work will exceed 2,240 hours in the 52-week period will be required to take time off from work and will be required to utilize accrued vacation benefits or accrued compensatory time for remainder of the 52-week period.
 - a. For purposes of determining the maximum 2,240 hours that a full-time Public Safety Telecommunicator may work pursuant to paragraph 5, “hours worked” shall not include any hours paid but not worked, such as vacation, sick leave, compensatory time, or holidays, etc.

6. If a full-time Public Safety Telecommunicator is laid off from employment prior to the completion of the 52-week period, the employee's earnings will be recomputed for each seven-day work week worked with in the 52-week period and pay overtime for each hour, or part thereof, worked in excess of 40 hours in a seven-day work week. All straight time and overtime pay previously paid under the terms of this Memorandum of Agreement will be credited against the amount of wages found due an employee as a result of such recomputation.
7. If a full-time Public Safety Telecommunicator is terminated for just cause or resigns from employment prior to the completion of the 52-week period, the employee's earnings will not be recomputed for each seven-day work week worked within the 52-week period.
8. This Memorandum of Agreement is applicable only to full-time Public Safety Telecommunicators. Overtime shall be paid to part-time Public Safety Communicators in the bargaining unit for hours worked in excess of forty (40) hours in a seven-day work week.
9. This Memorandum of Agreement will be in effect for a 52-week trial period. During the trial period this Memorandum of Agreement may be cancelled by either party with a 60-day written notice.
10. This Memorandum of Agreement represents the complete and total agreement of parties and governs the terms and conditions of employment relating to the utilization of eight (8) and twelve (12) hour shifts for full-time Public Safety Telecommunicators to the extent the provisions of this Memorandum of Agreement conflict with the collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.


CITY OF ROCHESTER

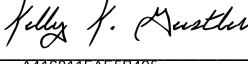
LAW ENFORCEMENT LABOR SERVICES, INC. PUBLIC SAFETY TELECOMMUNICATORS (911 Dispatchers)

Dated at Rochester, Minnesota, this _____ day of _____, ^{7/11/2023 | 3:10:51 CDT} 2023.


FOR THE CITY:

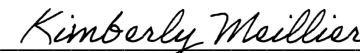
FOR THE UNION:

DocuSigned by:


 Kim Norton, Mayor
DocuSigned by:


 Kelly Geistler, City Clerk



 Brian Bone, Business Agent


 LELS #526, Steward