

AGREEMENT

BETWEEN

THE CITY OF SLEEPY EYE, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(POLICE OFFICERS - LOCAL # 300)

JANUARY 1, 2023 TO DECEMBER 31, 2025

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ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Sleepy Eye, Minnesota, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc. (Local #300), hereinafter referred to as the Union. The Intent and purpose of this Agreement is to:

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

ARTICLE 2 RECOGNITION

The Employer, pursuant to the Bureau of Mediation Services certification of January 30, 2002, BMS Case No. 02-PTR-836, recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for the following bargaining unit:

All essential employees of the Sleepy Eye Police Department of the City of Sleepy Eye, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

In the event of a dispute regarding the inclusion or exclusion of employees from the bargaining unit, the matter shall be decided by the Bureau of Mediation Services.

ARTICLE 3 DEFINITIONS

- 3.1 **BASE PAY RATE:** The employee's hourly rate exclusive of any other special allowances.
- 3.2 **CALL BACK:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or early report to a scheduled shift is not a call back.
- 3.3 **CHIEF:** The Chief of the City of Sleepy Eye Police Department.
- 3.4 **CONTINUOUS SERVICE:** Full-time service from most recent date of hire, including approved leaves of absence and periods of lay-offs if return from lay-off was upon recall, as established by the Employer.
- 3.5 **DAYS:** Unless otherwise indicated, means working days.
- 3.6 **DEPARTMENT:** The City of Sleepy Eye Police Department.
- 3.7 **ELIGIBLE EMPLOYEE:** Police officers are eligible employees entitled to overtime compensation and are not considered exempt employees within the meaning of the Fair Labor Standards Act.
- 3.8 **EMERGENCY:** A crisis situation or condition which may reasonably be expected to endanger life or property as defined by the Employer or for appropriate shift coverage due to absence of an employee for illness or injury.
- 3.9 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.10 **EMPLOYER:** The City of Sleepy Eye. (Mayor and Council)

- 3.11 IMMEDIATE FAMILY: Immediate family shall include the employee' spouse, parent, child, sibling, mother-in-law, father-in-law or guardian.
- 3.12 LAY-OFF: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without references to incompetence, misconduct, or other behavioral consideration.
- 3.13 OVERTIME: Work performed in excess of the Employee's regularly scheduled shift.
- 3.14 PROBATIONARY EMPLOYEE: An employee who has not completed the one-year probationary period.
- 3.15 PROMOTION: A change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsible duties and higher compensation.
- 3.16 REGULAR EMPLOYEE: An employee who has completed the one-year probationary period.
- 3.17 RETIREMENT: For purposes of Article 17.8, "retirement" shall be defined as an employee who is able to draw their PERA pension, with or without penalty.
- 3.18 SENIORITY: Length of compensated continuous service with Employer from last date of hire.
- 3.19 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications
- 3.20 UNION: Law Enforcement Labor Services, Inc., Local No. 300.
- 3.21 UNION MEMBERS: A member of Law Enforcement Labor Services, Inc., Local No. 300.
- 3.22 UNION REPRESENTATIVE: A duly elected or appointed Steward and/or a representative of Law Enforcement Labor Services, Inc.
- 3.23 WORK WEEK: An average of forty (40) hours per week without reference to any particular seven (7) day period.

ARTICLE 4 EQUAL APPLICATION

- 4.1 Neither the Employer nor the Union shall discriminate, 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.

ARTICLE 5 UNION RIGHTS

- 5.1 Payroll Deductions. Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization card from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the employee's paycheck shall be remitted to the Union. The Union shall furnish the Employer with a list of those employees who are certified as members of said Union. The Employer will furnish a list of all employees to the Union upon request.
- 5.2 Steward and Representative. The Union may designate certain employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choices and any changes in such choices.

The Employer may designate Employer Representatives and shall inform the Union in writing of such choices and any changes in such choices.

- 5.3 Facilities. The Employer shall make available to the union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.4 Bulletin Board. The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.
- 5.5 Lock Out/Subcontracting. The Employer agrees that during the life of this Agreement the Employer will not lock out the employees.
- 5.6 Additional Agreements. The Employer agrees not to enter into any additional agreements with employees in this bargaining unit, individually or collectively concerning any terms or conditions of employment. Nor will the Employer subcontract to others the work done by employees in this bargaining unit.

ARTICLE 6 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in, or support any strike, slowdown, other Interruption of, or Interference with the normal functions of the Employer.

ARTICLE 7 EMPLOYER AUTHORITY

- 7.1 The Employer retains the full and unrestrictive right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to direct and determine the number of personnel; and to establish work schedules.
- 7.2 Any change in any term and condition of employment or any established practices within the Police Department not specifically established or modified by this Agreement must be negotiated and agreed upon by the Union and the Employer prior to implementation.

ARTICLE 8 SAVINGS

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

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 9.2 Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article the Union will notify the Employer in writing of the names of such Union Representatives and of their successors.

9.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

9.4 Procedure: Grievances, as defined by Article 5. 1, will be resolved in conformance with the following procedure:

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 employee's immediate supervisor. The supervisor 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, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the supervisor'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 Police Chief. The Police Chief will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager will give answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 4.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 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 Grievances' as established by the Bureau of Mediation Services.

9.5 Arbitrator's Authority.

- A. The arbitrator will have no right to amend, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator will be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision 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. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- C. The fees and expenses for 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 Union 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.

9.6 Waiver. 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 agreement of the Employer and the Union.

ARTICLE 10 DISCIPLINE

10.1 The Employer will discipline for just cause only. Each overt act by an employee warranting discipline shall be corrected by one form of discipline, to wit, one of the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Demotion, or
- E. Discharge

10.2 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 Business Agent will be provided with a copy of each such notice.

10.3 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 and the Union 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, written reprimands will be purged from the employees personnel file and be of no further effect one (1) year after the date on which the reprimand was delivered to the employee or placed in his or her file.

10.4 Employees will not be questioned concerning an investigation of disciplinary action (regardless of whether action is against employee being questioned or another employee) unless the employee has been given adequate opportunity to have a Union representative present at such questioning. The Employer will inform each employee of his or her rights under this clause.

10.5 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.

10.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in his/her personnel file at any time.

10.7 Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

10.8 The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

10.9 The Employer will use progressive discipline and will use the least discipline determined to be reasonably necessary to correct an employee's actions.

ARTICLE 11 JOB SAFETY – TRAINING

11.1 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.

11.2 Toward this end, the Employer agrees to provide all employees with body armor, including vests and to provide for the replacement of all body armor when it has reached the end of the manufacturer's recommended life span. The Employer reserves the right to determine the brand or type of body armor to be purchased.

11.3 The Employer will make available such training as is required for Employees to maintain licenses or certifications, or safety, or as is required by the Employer or the State of Minnesota. Costs incurred in attending this training will be paid by the Employer.

11.3.1 Mileage will be reimbursed when using a personal automobile for travel. Fare for other modes of transportation shall be reimbursed if prior approval is obtained from the City Council. A City car will be first priority for use, if available.

11.3.2 Meals will be reimbursed while traveling outside of the City of Sleepy Eye.

11.3.3 Lodging will be reimbursed when overnight travel is required.

11.3.4 Fees for seminars, conferences, conventions or other educational functions will be paid by the Employer.

11.3.5 100% of the cost for required books or materials will be paid by the Employer.

11.4 The time an employee spends attending training and traveling to and from any out of town training, shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 12 HOURS OF WORK

12.1 The Police Department work schedule is based on a five-week schedule with the average of 39.4 hours a week. (Appendix B) Pay is based on an average of 80 hours per pay period. The normal workday will be eight (8) hours or ten (10) hours. The normal work year is two thousand and eighty (2080) hours, to be accounted for by each employee through:

- A. Scheduled work;
- B. Training;
- C. Authorized leave time.

12.1.1 Assignment of scheduled working hours shall be made by the employee's department head or supervisor.

12.1.2 The employees are to be present at work during all regular scheduled hours, unless arrangements in accordance with the leave policies have been made.

12.1.3 Unexcused absence and tardiness shall be subject to disciplinary action up to and including dismissal.

12.1.4 An employee is entitled to a one (1) hour or no lunch period for each full eight (8) hour shift worked. This includes the swing shift and also night shift. Subject to answering calls at that time. It is counted in on the regular eight (8) hours worked. Lunch period shall be scheduled by the department head or supervisor if necessary.

12.1.5 An employee shall receive a fifteen (15) minute rest period for each four-hour period of continuous work providing a paid one (1) hour lunch period is not taken during the shift, otherwise, only one (1) fifteen (15) minute rest period will be allowed. Rest periods are part of the paid work shift. An employee shall not be compensated in additional money or time off for refusing to take a scheduled rest period. Rest periods may be scheduled by the department head or supervisor.

12.1.6 The customary procedure for scheduling shifts over and during a five-week assignment shall remain in effect for the terms of this agreement. Any proposed changes not found acceptable by the employees, governed by said changes and claim to be arbitrary, capricious or oppressive and not in the best interest of effective law enforcement shall be subject to the grievance procedure.

12.1.7 If the Employer or its designee makes a change in the schedule, he/she shall post the changes not less than seventy-two (72) hours prior to the change. If the change is made less than seventy-two (72) hours prior to the scheduled shift, the Employee will be compensated with four (4) hours pay at straight time. This section does not apply to schedule changes resulting from an emergency situation (See Section 3.8). Section 12.4 will apply in an off duty call back situation.

- 12.2 Time worked in excess of the regular shift, or an averaged 39.4 hours per week will be considered overtime, to be compensated at the rate of one and one-half (1.5) times the regular rate of compensation of the employee involved.
- 12.2.1 Employees may elect to accrue comp time in lieu of overtime pay, to a maximum of eighty (80) hours. Use of comp time off is subject to the approval of the Chief of Police.
- 12.3 All overtime shall be distributed as equally as possible among the members of the bargaining unit. Overtime or unscheduled work will be offered to full-time employees before said work is offered to part-time employees. Overtime offered to a full-time employee and turned down will be documented and retained for six (6) months.
- 12.4 Off-duty call back for any matter, including, but not limited to, court appearances or police affiliated matters will be considered overtime compensable as such and will be for a minimum of two (2) hours each. An extension or early report to a regularly scheduled shift does not qualify the employee for the 2-hour minimum.
- 12.5 Employees may voluntarily switch shifts, with the approval of the Chief of Police (or Supervisor). Voluntary switching of shifts will not obligate the Employer for overtime pay.
- 12.6 New schedules will be posted 30 days in advance, and not be changed thereafter, except in cases of emergency, or illness, or with the consent of each affected employee.

ARTICLE 13 SENIORITY

- 13.1 Definition: Seniority will mean an Employee's length of service with the Employer since his/her 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.
- 13.2 Layoffs: When a reduction in the work force becomes necessary, the Employee with the least seniority will be laid off first. The City Administrator will review the lay-off roster to determine whether any laid off employees meet the minimum qualifications of the position. The Clerk/Treasurer will notify qualified individuals, with preference given to the senior employee. 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.
- 13.2.1 During a period when any employee is laid off under Article 13.2 the Employer agrees that overtime may be used only in necessary, occasional circumstances.
- 13.3 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 his/her previous position at the sole discretion of the Employer.
- The probationary period for newly hired or rehired employees will last for twelve (12) months.
- The probationary period for promoted or reassigned employees will last for six (6) months.
- 13.3.1 A newly hired or rehired probationary employee who has not demonstrated the necessary ability, skills, and interest to adequately perform the duties of the position shall be terminated from employment.

13.3.2 A promoted or transferred probationary employee who has not demonstrated the necessary ability, skills, and interest to adequately perform the duties of the position may be reinstated to a position in the classification from which the employee was promoted or transferred.

13.4 Benefits During Probation: Vacation leave is accrued during the probationary period but is not available to be used until one (1) year of continuous employment has been completed. Promoted or transferred employees who have completed one (1) year of continuous employment may use accrued vacation during the probationary period.

Sick leave is accrued during the probationary period but is not available to be used by newly hired or rehired employees until after one (1) month of continuous employment. Promoted and transferred employees may use accrued sick leave during the probationary period.

Hospitalization and life insurance become effective thirty (30) days from the first workday.

13.5 Transfers: When a permanent employee transfers from one city department to another, or from one position to another in the same department, he/she shall carry with him/her to the new department any accumulated sick leave and vacation benefits, as well as his/her seniority as a city employee for purposes of earning vacation and sick leave on his/her seniority. A transferred employee may use and accumulate sick leave and vacation benefits during his/her probationary period, if any, in the new department, or position.

13.6 Vacancies: Permanent job vacancies within the designated department, or with the same employer, will be posted by the Clerk/Treasurer on the bulletin board in the city administration building and in other designated areas for a minimum of three (3) working days. Individuals shall be considered for position vacancies in the following order.

- A. The senior qualified employee from the lay-off roster.
- B. Employees Indicating interest in promotion or transfer by signing the posting sheet.
- C. Individuals filing application within the past six (6) months for a position in the same classification as the position opening.

13.6.1 The Chief of Police shall determine a field of the most qualified applicants using any of the following acceptable evaluative methods: personal interviews, validated testing, verification of experience. Evaluative methods and criteria must be applied consistently to all candidates for a position opening.

13.6.2 The Clerk/Treasurer will maintain a list of interested employees for each posted position vacancy. Interested employees may enter their names on the list during the posting period. An employee's present position will not be jeopardized because of interest shown in a position vacancy.

13.6.3 An Employee assigned to the posted job will be on probation for six (6) months during which time s/he may be returned to his/her former position at the discretion of the Employer or upon request of the Employee, without loss of seniority.

ARTICLE 14 COMPENSATION

- 14.1 Rates of Pay: Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked Appendix A of this Agreement.
- 14.2 Employees assigned or promoted to the position of Investigator shall be compensated at 7% above their regular rate of pay. *The Union and the Employer agree that this benefit is provided in part to compensate for those occasions when the Investigator is able to be available by phone while off-duty and to entertain brief telephonic consultations. This benefit does not supersede provision 12.4 when such consultations last more than fifteen minutes in total or when the Investigator must respond to duty.*
- 14.3 Employees assigned or promoted to the position of Drug Task Force Investigator shall be compensated at 7% above their regular rate of pay.
- 14.4 Employees required to stand-by or appear during scheduled off-duty time shall receive two (2) hours compensation at overtime rate of pay when either is cancelled with less than 24-hours' notice.
- 14.5 Effective January 1st, 2021 the Employer shall match employee contributions into any Employer-facilitated deferred compensation plan up to a maximum of 1% of their annual salary.
- 14.6 The City will compensate employees for service on a bi-weekly basis.
- 14.7 Pay periods shall be two-week periods, extending from Sunday through the second Saturday.
- 14.8 Paychecks shall reflect compensation for regular hours and overtime worked, holiday pay, vacation pay, sick leave pay, and compensation for other paid leaves of absence. Paychecks shall be issued on the Thursday following the end of the pay period. When a payday occurs on a holiday, paychecks will be issued on the preceding or following workday. The final paycheck of a terminating employee will be issued on the normal payday. When an employee has been dismissed from city service and requests immediate receipt of the final paycheck, the check must be made available to the employee within twenty-four (24) hours.
- 14.9 The Employer agrees to facilitate an employee-funded Health Care Savings Plan, the specifics of which will be determined by the employees and installed into the contract in the future as Appendix D.

ARTICLE 15 VACATION

15.1 The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule:

YEARS OF SERVICE	HOURS ACCRUED PER PAY PERIOD	HOURS ACCRUED ANNUALLY
Less than 1	1.54	40 (no use until after 6 months of service)
Beginning year 2 through end of year 4	3.08	80
Beginning year 5 through end of year 8	3.85	100
Beginning year 9 through end of year 13	4.62	120
14	5.00	130
15	5.38	140
16	5.77	150
17	6.15	160
18 and more	6.54	170

15.2 Paid vacation time can be used in minimum increments of one hour. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

15.3 Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

15.4 Provisions for accrual:

15.4.1 Vacation is not accrued during an unpaid leave of absence;

15.4.2 Vacation accrues at the normal rate during paid leaves;

15.4.3 Vacation shall not be accumulated beyond two (2) times the current annual rate of accrual;

15.4.4 For purposes of accumulating additional vacation leave, an employee using earned vacation is considered to be working.

- 15.5 Scheduling vacation leave:
 - 15.5.1 Department heads are responsible for approving vacation for employees under their supervision;
 - 15.5.2 Consideration shall be given to seasonal demands and departmental staffing. Vacations shall not interrupt service to the community;
 - 15.5.3 Vacation requests should be received at least one week before the requested time off;
 - 15.5.4 Vacation time accrued by an employee shall not be given or traded to another employee.
- 15.6 Compensation:
 - 15.6.1 When an official holiday occurs during a scheduled vacation, the time shall be considered a holiday;
 - 15.6.2 Vacation pay will be reflected on the paycheck issued for the pay period in which the vacation was taken;
 - 15.6.3 Vacation days shall be equal to the hours scheduled for that day, and a vacation week shall be 40 hours.
- 15.7 Terminations:
 - 15.7.1 A terminated employee shall be compensated for vacation accrued only if the employee has completed the first year of employment and terminates with proper notice or retires;
 - 15.7.2 In the event of the death of an employee, the accrued vacation time will be paid to the employee's family;
 - 15.7.3 Terminal vacation pay reflects the payment to which an employee is entitled, to does not extended the effective date of the employee's termination
- 15.8 To qualify for vacation time an employee must have permanent full-time status with the City.
- 15.9 The City agrees to reopen the contract for 2007 to negotiate an after five-year step.

ARTICLE 16 LEAVES OF ABSENCE

- 16.1 Military Leave. Leaves of absences due to military service will be handled in accordance with State and Federal law. Extended military leave will be granted to employees according to state and federal statute. Employees returning from extended leave shall be returned to their former positions or ones of comparable pay and responsibility.
- 16.2 Negotiating Committee. An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are held on City time. Neither shall he/she be eligible for overtime or straight time if meetings are held on his/her own time.
- 16.3 Leave Without Pay. Any request for leave of absence without pay will be submitted in writing by the employee to the Chief and the City Council. The request will state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Written authorization for or disapproval of leave of absence will be furnished to the employee by the City Council.

Leaves of absence for a reasonable period, not to exceed one year, may be granted without a loss of seniority for longevity purposes. Illness leave (physical or mental) may be granted upon request for like periods. Leaves of absence may only be granted upon request in writing.

- 16.4 Jury Duty. Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee.
- 16.5 Parenting Leave. Parenting leave is defined as paid or unpaid time off taken by an employee for the purpose of tending a new child, a sick child or a child's medical needs, or to attend school functions or special events.

Unpaid or paid parenting leave is available to employees pursuant to city personnel policy, State (181.940) or federal statute, and this contract.

Accommodations. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illnesses in connection with employment, except that if the employee's doctor recommends light duty, because of any one of the above conditions, light duty work will be provided the employee for up to six (6) months.

- 16.6 Bone Marrow Donor Leave. Leaves of absences due to donation of bone marrow will be handled in accordance with State law.

ARTICLE 17 SICK LEAVE

- 17.1 To qualify for sick leave benefits an employee must have permanent full-time status with the City.
- 17.2 All full-time employees shall be credited with one day of sick leave for each month of service, up to a maximum of 121 days accumulation. Sick leave accrual starts on the employee's most recent hire date. Sick leave benefits are calculated on the basis of a benefit year, the 12-month period that begins when the employee starts to earn sick leave benefits.
- 17.3 Employees can request use of paid sick leave after completing the probationary period. Sick leave can be used in minimum of one-hour increments. Employees may use their accrued sick leave per Minnesota Statute 181.9413, which allows for sick leave due to personal illness or injury, or to care for family members who are ill or injured. Family members, as defined in the Statute, include child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

This same Statute allows for the use of safety leave for the employee and the identified family members to provide or receive assistance because of sexual assault, domestic abuse, or harassment or stalking as defined elsewhere in Statute.

- 17.4 Employee who are unable to report to work due to illness or injury should notify their direct supervisor 30 minutes before the schedule start of their workday if possible. If the department head determines that it was not possible for the employee to make contact during the allotted time, the department head may authorize the sick leave. The direct supervisor must also be contacted on each additional day of absence.

- 17.5 At any time during the sick leave, the department head may request a physician's statement explaining the employee's condition and projected date of return to work.
- 17.6 Prior to an employee's return to work from a sick leave, the department head may request a physician's statement indicating the employee is able to return to work.
- 17.7 Compensation and Use:
 - 17.7.1 Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials;
 - 17.7.2 Sick leave shall be reflected on the paycheck issued for the pay period in which the sick leave was used;
 - 17.7.3 While on a scheduled vacation, an eligible employee may claim sick leave instead of vacation leave if all the provisions of 17.3 & 17.4 are met;
 - 17.7.4 While utilizing compensatory time off for overtime worked, an employee shall not claim sick leave;
 - 17.7.5 During an unpaid leave of absence, an employee shall not claim sick leave;
 - 17.7.6 After all accrued sick leave is used, vacation leave may be used according to the provisions of the sick leave policy.
- 17.8 At the time of the employee's death, retirement (see definitions) or permanent disability while being employed, 100% of all accumulated sick leave shall be paid into the employee's Health Care Savings Plan (appendix D) providing the employee has not been discharged from his/her job for misconduct.
- 17.9 An employee may draw on his/her accrued sick leave during any period of time he/she is unable to work because of sickness or injury on or off the job.
- 17.10 While an employee is using earned sick leave, vacation time or drawing worker's compensation payments, he/she shall be considered to be working for the purpose of accumulating Sick leave or vacation time. Sick leave shall not accrue during a leave of absence without pay or during suspension.

ARTICLE 18 LIGHT DUTY

The Employer will make light duty assignments available to those Employees who, by reason of illness or injury, are unable to perform the full duties of their position. These assignments will be made available to the affected Employee for the duration recommended by the Employee's physician.

ARTICLE 19 BEREAVEMENT LEAVE

- 19.1 Bereavement leave in the amount of three (3) days shall be granted to each employee in the event of a death in Employees immediate family For the purposes of this paragraph, immediate family member shall include spouse, child, parent, parent-in-law (mother-in-law, father-in-law), grandparent, grandchild, sibling or sibling-in-law (sister-in-law, brother-in-law) of the employee. This includes said family

member that is biological, adopted, foster or step relation to the employee. These bereavement leave days will not be charged against accumulated sick leave or vacation leave.

- 19.2 Relatives. Funeral leave in the amount of one (1) day shall be granted to each employee in the event of a death of a grandparent.
- 19.3 Additional days. Additional leave days may be taken with the permission of the Chief. These additional days will be charged against accumulated vacation leave at the employee's discretion.
- 19.4 Reasonable requests. Reasonable requests for funeral leave will not be denied if Employer's needs can be accommodated during the proposed absence.

ARTICLE 20 INSURANCE

- 20.1 Health Insurance. The Employer will continue to provide a health and medical care insurance program to all employees.

For the year 2020, 2021, and 2022 employee's enrolled in single coverage will pay up to fifty dollars (\$50.00) towards the single premium.

For dependent/family coverage, the employer will pay 100% of the value of the single premium and 75% of the difference between the single premium and dependent/family premium. The employee will be responsible for the remainder of the premium for dependent/family care coverage.

- 20.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for, term life insurance in an amount equal to at least \$25,000 for each employee.
- 20.3 Effective Date. The health and medical and term life insurance shall be in effect at the beginning of the second full calendar month of employment.
- 20.4 Dental Insurance. If the Employer shall make dental insurance coverage available to employee and employee's dependents. The Employer will pay 100% of the premium.
- 20.5 Leave of absence. All Employer-paid benefits including health insurance will continue while an employee is on paid leave. Employer's contribution towards health insurance will continue during any FMLA qualified leave of absence.

If an employee is on unpaid leave due to an injury sustained or an illness contracted while on duty, all paid benefits will continue, including health insurance, until the employee returns to work or resigns.

ARTICLE 21 INJURY ON DUTY

- 21.1 Employees who must miss work due to an injury or illness incurred while on duty shall continue to receive a full monthly salary and benefits. Monthly benefits will be paid by the Employer supplementing payments by Worker's Compensation. Total monthly pay shall not exceed the Employee's normal base pay plus longevity. The Employer shall pay employee's regular salary during any waiting period set by the Workers' Compensation Bureau. This salary and benefits shall not be charged against any accrued sick, vacation or other leave banks for up to 90 days.
- 21.2 After 90 days, that portion paid by the Employer shall be charged against the accumulated sick leave, and then accumulated vacation leave of employee.

21.3 An employee who has exhausted all accumulated sick leave and vacation leave may be granted a leave of absence without pay not to exceed two (2) years without loss of seniority.

ARTICLE 22 HOLIDAYS

22.1 Recognized Holidays. The following fourteen (14) days have been designated as official paid holidays.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's
President's Day	Columbus Day
Good Friday (1/2 day)	Thanksgiving Day
Juneteenth (June 19 th)	Day after Thanksgiving
Memorial Day	Christmas Eve 1/2 day (if on a weekday)
Independence Day	Christmas Day

22.2 Holidays not Worked. An employee not scheduled to work on the holiday shall receive the employee's regular straight time rate of pay or choose an alternate day off.

22.3 Holidays Worked. An employee who is scheduled to work on a holiday shall receive, in addition to regular pay, 1/2 times regular base pay or (2) times regular pay for the hours worked on the scheduled shift) for all hours worked on the holiday.

22.4 All overtime worked on a holiday will be paid at double time.

22.5 To qualify for holiday pay an employee must have permanent full-time status with the City.

ARTICLE 23 UNIFORMS

23.1 The City shall provide the initial uniform issue and leather for each new permanent, full-time employee. (Appendix C)

23.2 During the first two years of employment the employee shall receive a \$600 uniform allowance in an account with the City.

23.3 Employees in more than their second year of employment will receive a uniform allowance in an account with the City of \$700.00.

23.4 Uniform allowance for part-time employees shall be on a pro-rata basis. Allowance shall be determined according to percentage of full-time hours worked in the preceding six months.

23.5 The City shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where damage or loss is caused by the personal neglect of the employee.

23.6 The Employer shall cover all costs on eyeglasses or other eyewear damaged or destroyed in the line of duty.

ARTICLE 24 EMPLOYEE PERSONNEL RECORDS

- 24.1 The City of Sleepy Eye will maintain a personnel file for each employee, consistent with the provisions of Minn. Stat 13 et seq. (Data Privacy Act) and 179A et seq. (PELRA).
- 24.2 The Clerk/Treasurer’s office will be responsible for the maintenance and security of employee personnel files. Responsibility includes initiating new files and monitoring and filing data which is to become a part of the personnel files.
- 25.3 Employee personnel files shall be open for inspection and review by employees in the Clerk/Treasurers office during regular office hours. Information from the personnel files may not be removed from the premises unless authorized by the Clerk/Treasurer.

ARTICLE 25 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions and state and federal statutes.

ARTICLE 26 WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement are hereby superseded.



ARTICLE 27 DURATION

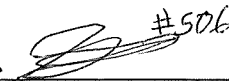

This agreement shall be in effect from January 1, 2023, to December 31, 2025, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute (PELRA) of their desire to amend this agreement.

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

CITY OF SLEEPY EYE

LAW ENFORCEMENT LABOR SERVICES, Inc.

Inv. 


DATE: 12-14-2022

DATE: 12/14/2022

APPENDIX A – WAGE SCHEDULE

STEPS	2022	2023 (+ 6.5%)	2024 (+ 4%)	2025 (+ 3.5%)
Start	\$25.09	\$26.72	\$27.79	\$28.76
Step 1	\$27.36	\$29.14	\$30.30	\$31.36
Step 2	\$28.43	\$30.28	\$31.49	\$32.59
Step 3	\$30.76	\$32.76	\$34.07	\$35.26
Step 4	\$32.78	\$34.91	\$36.31	\$37.58
Step 5	\$34.00	\$36.21	\$37.66	\$38.98

Movement between steps will occur on January 1 of each year. If date of hire falls within the first six months of the year the employee's anniversary date becomes January 1st of the following year. If date of hire falls within the last six months of the year the employee's anniversary date becomes January 1st of the second following year.

Examples: Hire date of March 15th, 2020 – Anniversary date becomes January 1st, 2021.
Hire date of September 15th, 2020 – Anniversary date becomes January 1st of 2023.

APPENDIX B – MONTHLY WORK SCHEDULE

	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	
503	A	A	A 501	A 501	A	A	A	A	A	A	X	X	X	X	X	A	A	A	A	X	X	A	A	A	A	A	A	A	A
504	B	B	X	X	X	X	B	B	X	X	A	A	A	A	X	X	B	B	B	B	X	X	X	X	B	B	B	B	
505	C	C	X	X	C	C	X	X	B	B	C	C	X	X	A	A	X	X	X	X	A	A	C	C	X	X	C	C	
502	X	X	B	B	B	B	X	X	X	X	B	B	B	B	B	B	X	X	C	C	C	C	X	X	C	C	X	X	
506	X	X	C	C	X	X	C	C	C	C	X	X	C	C	C	C	C	C	X	X	B	B	B	B	X	X	X	X	

A = Shift: 0700 - 1700

B = Shift: 1700 - 0300

C = Shift: 2100 - 0700

501 = Chief of Police

APPENDIX C - INITIAL ISSUE UNIFORM

Clothing:

2 Summer shirts w/patches
2 Winter shirts w/patches
2 pairs of pants
2 Ties
1 Winter hat
1 Summer hat
1 Jacket
1 Pair of boots or shoes
1 Pair of gloves

Leather Gear:

1 Belt
1 Gun belt
1 Handcuff holder
4 Belt keepers
1 Flashlight holder
1 Key holder
1 Holster
1 Ammo pouch or magazine holder
1 Radio holder
1 Mace holder
1 Glove holder

Brass:

1 Shirt Badge
1 Hat Badge
2 Name plates
1 Set of collar Brass (if any)
2 Tie tacks

Required Items:

1 Set of handcuffs
1 Canister of mace
1 Baton

APPENDIX D – HEALTH CARE SAVINGS PLAN

The City of Sleepy Eye Law Enforcement Labor Services Local #300 (LESL/police) employees are 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.

Law Enforcement Labor Services Local #300 – Police Officers - Employee Contributions:

Percent of pay:

All LELS Local 300 employees shall contribute 1% of pay to be deposited into the employee's Minnesota State Retirement System Health Care Savings Plan.

Severance:

All LELS Local 300 employees shall contribute 100% of employee unused accumulated sick leave to be deposited into the employee's Minnesota State Retirement System Health Care Savings Plan.