



**Law Enforcement
Labor Services, Inc.**

LABOR AGREEMENT

between

The City of Saint Peter, Minnesota

and

the Saint Peter, Minnesota Police Officers

Law Enforcement Labor Services Local #241

2022-2023

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ARTICLE 1 - PURPOSE

- 1.1 The Intent and purpose of this Agreement is to: (1) Establish certain hours, wages and other conditions of employment; (2) Establish procedures for the resolution of disputes concerning interpretation and application of this Agreement; (3) Specify the full and complete understanding of the parties; and (4) Place in written form the parties agreement upon terms and conditions of employment for the duration of the Agreement. It is the Intent of this Agreement to set forth all the terms and conditions of the Agreement between the parties covering employment conditions where not otherwise mandated by a statute or ordinance.
- 1.2 The EMPLOYER and the UNION, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize the Agreement as a pledge of this dedication.
- 1.3 The parties hereto recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City of Saint Peter by the statutes of the State of Minnesota.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes for all employees of the City of Saint Peter defined in Bureau of Mediation Services Case No. 98-PRE-459, dated 12/09/1997.

All employees of the Saint Peter Police Department who work more than 14 hours per week and more than 67 work days per year, excluding the Chief of Police, Communication Technicians, Community Service Officer, Office Services Supervisor and Sergeants other than Patrol Sergeant.

ARTICLE 3 - UNION SECURITY

- 3.1 The EMPLOYER agrees to cooperate with the UNION in facilitating the deduction of the regular monthly UNION dues for those employees in the unit who are members of the UNION and who request in writing to have their regular monthly UNION dues checked off and remitted to the appropriate designated officer of the UNION.
- 3.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

ARTICLE 4 - NO STRIKE

- 4.1 Neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment, during the life of this Agreement.
- 4.2 In the event that any employee violates this article, the UNION shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.

5.2 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 shall notify the EMPLOYER in writing of the names of such UNION representatives and or their successors when so designated.

5.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION representative have notified and received the approval of the Chief of Police who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 Grievances, as defined by 5.1, shall be resolved in conformance with the following procedure.

STEP 1 An employee claiming violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police or designee in writing as designated by the Employer. The Chief of Police or designee will discuss and give an answer to such STEP 1 grievance within ten (10) days after receipt. A grievance not resolved in STEP 1 and appealed to STEP 2 shall 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 shall be appealed to STEP 2 within ten (10) calendar days after the Chief of Police's or designee's answer in STEP 1. Any grievance not appealed in writing to STEP 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2 If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The City Administrator shall give the UNION the EMPLOYER's STEP 2 answer in writing within ten (10) calendar days after receipt of such STEP 2 grievance. A grievance not resolved in STEP 2 may be appealed to STEP 3 within ten (10) calendar days following the City Administrator's final STEP 2 answer. Any grievance not appealed in writing to STEP 3 by the UNION within ten (10) calendar days shall be considered waived.

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

5.5 A. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any issue not so submitted.

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

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

5.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time periods, 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.

5.7 Election of Remedies. If, as a result of the written EMPLOYER's response at STEP 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to STEP 3 of this Article or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than STEP 3 of this Article, the grievance is not subject to the arbitration procedure set forth herein. The aggrieved employee shall indicate in writing which procedure is to be utilized, STEP 3 of this Article or another appeal procedure, and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through STEP 3 of this grievance procedure.

The election set forth above shall not apply to any claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal personnel policies and work rules. The prerogatives or authority which the EMPLOYER has not officially abridged, delegated or modified by this Agreement are retained by the EMPLOYER.

ARTICLE 7 - SAVINGS CLAUSE

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

ARTICLE 8 - PERSONAL LEAVE

8.1 All employees in the bargaining unit shall accumulate personal leave at the rate of eight (8) hours each calendar month of full-time service or major fraction thereof. If an employee receives compensation under the Worker's Compensation Law, only that portion of employee regular salary will be paid which will, together with said compensation received, equal employee regular salary. Any amount not received as Worker's Compensation and having to be paid by the City of Saint Peter will be charged against the employee's personal leave for an equivalent number of hours.

8.2 Employees may use their accrued personal leave with the approval of their designated supervisor. Ninety-six (96) hours of personal leave may be used in any calendar year.

- 8.3 In order to use more than ninety-six (96) hours of personal leave in a calendar year, an employee must:
- a. Report promptly to the Chief of Police the reason for the absence.
 - b. Keep the Chief of Police informed of the employee's condition if the absence is more than three (3) days.
 - c. Submit a medical certificate for any absence that may be medically related if required by the Chief of Police.
- 8.4 No personal leave benefits of any kind shall be granted upon termination of employment except as provided in Section 16.5.
- 8.5 An employee who has been unable to work for a period of time because of illness or accident may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all significant duties of the job in a competent manner and without hazard to himself/herself or others. All medical evidence must be supplied by a certified physician approved by the EMPLOYER.
- 8.6 Claiming personal leave when the employee, immediate family members or members of household are not ill or suffering from accident may be cause for disciplinary action, including cancellation of personal leave benefits, suspension, demotion, or termination of employment. The employee must notify the Chief of Police, or Sergeants if the Chief of Police is not available, or Communications Technicians if the Chief and/or Sergeants are not available, of employee need for leave at the earliest possible moment and preferably before the start of employee scheduled working hours. Failure to notify the Chief, or Sergeants or Communications Technicians, may result in payroll deductions for such time taken.
- 8.7 Personal leave will be granted for routine medical examination or dental care or examination. No personal leave will be allowed for physical or mental illness, injury or inability resulting from misconduct or excessive use of alcohol or narcotics, unless the employee submits to professional care and keeps the Chief of Police informed of employee condition.
- 8.8 For purposes of actual use in illness or emergencies or worker's compensation no accumulation limits are imposed upon personal leave. However for purposes of calculating termination benefits for personal leave payment a maximum number of one thousand forty (1,040) hours will be imposed.
- 8.85 Employees injured during the performance of their regular duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employees' regular pay and Worker's Compensation Insurance payments for a period not to exceed sixty (60) working days per injury, not charged to employee's vacation, personal leave, or other accumulated paid benefits, after an eight (8) day initial waiting period per injury. The eight (8) day waiting period shall be charged to the employee's accrued personal leave. The City Administrator may, at her/his discretion, extend the injury on duty period by thirty (30) days by formal action.

ARTICLE 9 - JURY DUTY

- 9.1 All employees in the bargaining unit shall be granted a leave of absence for jury duty. Employee shall be paid employee regular salary by the City, with the understanding that upon the completion of employee duty the employee shall exhibit the employee jury check to the Chief of Police and that the amount of such check, less the amount included for travelling expenses, shall be deducted from the employee's next regular pay check.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 The Chief of Police may, at their discretion and with the concurrence of the City Administrator, approve the absence of an employee without pay as provided by law.
- 10.2 The cost of insurance premiums, or other benefits normally paid by the EMPLOYER, must be paid in advance by the employee for the period of the leave of absence.

ARTICLE 11 - HOURS OF WORK

- 11.1 The organization recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and that; therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the EMPLOYER. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the EMPLOYER. The EMPLOYER reserves the right to establish work schedules without regard to usual or traditional practices.
- 11.2 A yearly schedule shall be prepared by the Chief of Police for each member of the collective bargaining unit listing the days of work, with said schedule being modified during the year as necessary by the EMPLOYER.
- 11.3 A normal work year consists of 2,080 hours.
- 11.4 All hours worked in excess of 171 hours in a 28 day work cycle or over the normal eight (8), ten (10), or twelve (12) hour work shift shall be compensated for at the rate of time and one-half (1 ½) regular salary. For the purpose of this section vacation, personal leave and holidays shall be considered as time worked. For the purpose of computing overtime payment for working on holidays, collective bargaining unit employees will receive overtime pay for hours actually worked on the holiday. For any employee called in to work other than during the scheduled work shift, a minimum of three (3) hours pay shall be granted. Employees shall be given notice by 5:00 p.m. the day prior to scheduled court appearances or any other event for which they have been scheduled. An Employee not provided with this notice shall receive two (2) hours pay at the rate of time and one-half if notification is not made prior to 5:00 p.m.
- 11.5 The Canine Officer will be given up to thirty (30) minutes per shift to care for the Department dog. The care includes, but is not limited to, feeding, grooming, exercising, training, and cleaning the pen or run. These duties are to be completed at a time when there is another officer on duty or a time when there is the least activity during a shift.
- 11.6 The Canine Officer is expected to return to normal duty, without delay, after the completion of these tasks.
- 11.7 On regular days off, holidays, and vacation time the Canine Officer will be compensated for thirty (30) minutes per day at the rate of one and one-half for time used to care for the Department dog. The compensation will be in the form of compensatory time off and given in increments of ten (10) hours, at the employee's discretion.
- 11.8 It is the intent of these Canine Officer provisions (11.5, 11.6 and 11.7) to compensate the Canine Officer for all time relating to the necessary care of the Departmental dog. If the Canine Officer should spend more time than is allocated in this provision, the City will compensate the Canine Officer for this time as provided for by the usual and written procedure for requesting overtime compensation as set forth by Departmental policies.

ARTICLE 12 - HOLIDAYS

- 12.1 Employees shall receive 88 hours to use as holidays during each calendar year. The 88 hours may be applied to any of the below established holidays for the purpose of taking a holiday off. The following days are established holidays as of the date of this contract.

New Year's Day
 Martin Luther King Day
 Veteran's Day
 Thanksgiving Day
 Independence Day
 Christmas Day

Columbus Day
 Presidents Day
 Memorial Day
 Friday after Thanksgiving Day
 Labor Day

- 12.2 Employees who work on a holiday shall be compensated at the rate of one and one-half (1 ½) times the employee's base rate of pay and the employee shall receive eight (8) hours off in place of the holiday. When a holiday falls on an employee's day off, that employee shall be given an additional eight (8) hours off.
- 12.3 Employees who work on Christmas Eve shall be compensated at the rate of one and one-half (1 ½) times the employee's base rate of pay.
- 12.4 Employees who work on Easter from 12:01 a.m. to 12:00 midnight shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay for hours worked during that time.

ARTICLE 13 - VACATIONS

- 13.1 An employee shall be entitled in each calendar year to an annual vacation with full pay. Employees shall accumulate vacation at the following rates:

<u>Months of Service</u>	<u>Accumulation Rate</u>	<u>Max. Accumulation</u>
0-60 months	7 hours per month	160 hours
61-120 months	10 hours per month	200 hours
121-180 months	12 hours per month	240 hours
181-300 months	13.33 hours per month	264 hours
301-360 months	14.5 hours per month	280 hours
361+ months	16.5 hours per month	280 hours

- 13.2 Prior to April 1st of each year, the Chief will consult with all employees eligible for vacations during the remainder of the calendar year. Prior to December 31st of each year, the Chief will consult with all employees eligible for vacations for the period between January 1st and March 30th of the following year. From such consultations, the Chief will establish working and vacation schedules with first consideration given to the efficient operation of the Department and second to the wishes of the employees as to vacation time. Senior employees shall be given schedule preference. Any requests for vacation after April 1st of each year shall be on a first come, first served basis. Employees may use vacation in blocks of eight (8), ten (10), or twelve (12) hours (depending upon the length of the normal shift assignment) with the approval of the Chief of Police.

ARTICLE 14 - FUNERAL LEAVE

- 14.1 Paid leave time may be used by an employee in the case of death in employee's immediate family. Leave time allowed shall be as actually required, but not to exceed three (3) days. Time used shall not be charged against the employee's personal leave or vacation account. Additional days after three (3) days shall be charged to the employee's vacation or personal leave account.
- 14.2 The definition of "immediate family" shall be husband, wife, child, mother, father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.

ARTICLE 15 - DISCIPLINE

- 15.1 For the purpose of this Article, an employee shall be any permanent Police Officer having successfully completed employee probationary period.
- 15.2 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- Oral reprimand.
 - Written reprimand.
 - Suspension.
 - Demotion.
 - Discharge.
- 15.3 Suspensions, demotions, or discharges will be in written form.
- 15.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.
- 15.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE 16 - WAGE RATE

16.1

<i>St. Peter</i>		2021	Increase	2022	Increase	2023
Patrol Officer	<i>Start</i>	\$28.97	+3%+\$3.00	\$32.84	+3%	\$33.82
	<i>1 year</i>	\$30.78	+3%+\$3.00	\$34.70	+3%	\$35.74
	<i>2 years</i>	\$32.59	+3%+\$3.00	\$36.57	+3%	\$37.66
	<i>3 years</i>	\$34.40	+3%+\$3.00	\$38.43	+3%	\$39.58
	<i>Top</i>	\$36.21	+3%+\$3.00	\$40.30	+3%	\$41.51
Detective	<i>Start/Top</i>	\$38.57	+3%+\$4.00	\$43.73	+3%	\$45.04
Sergeant	<i>Start</i>	\$38.76	+3%+\$4.50	\$44.42	+3%	\$45.76
	<i>Top</i>	\$39.83	+3%+\$4.50	\$45.52	+3%	\$46.89

- 16.2 All full-time employees with eight (8) or more continuous years of service as of November 1st of each year shall receive an additional lump sum payment on or before December 15th of each year. The payments will be made as follows:
- Employees with eight (8) or more years of continuous service shall receive 1% of the Employee base wage defined as the regular hourly rate of pay times 2080 hours.
- Employees with twenty (20) or more years of continuous service shall receive 2% of the employee's base wage defined as the regular hourly rate of pay times 2080 hours.
- 16.25 Out of Title Pay. Employees assigned by the Employer to assume the full responsibility and authority of a higher job classification shall receive ninety-six percent (96%) of the salary schedule of the higher assigned job classification, if higher for any hours greater than 30 in that assignment.

- 16.26** Drug Task Force Assignment. Employees assigned to the Minnesota Valley Drug Task Force shall receive their current assignment salary schedule plus five percent (5%) starting January 1, 2008.
- 16.3** Field Training Officer Pay. Employees specifically assigned by the Employer to Field Training Officer responsibilities shall receive an additional \$1.00 (one dollar) per hour for all time spent preparing, presenting, and documenting training provided to Officers in the formal Field Training process and program.
- 16.4** The City of Saint Peter will provide a professional liability insurance policy, customarily referred to as false arrest insurance, for each police officer at a cost provided by the City.
- 16.5** **Severance Pay:** Payment of accrued personal leave is to be made according to the following schedule for all permanent, full-time employees and permanent part-time employees upon termination of employment with the City. Permanent full-time employees shall be paid for a percentage of their accumulated personal leave at a rate of pay on a pro-rated basis determined by actual hours worked, according to the following schedule. Permanent part-time employees shall be paid for a percentage of their accumulated personal leave at a rate of pay on a pro-rated basis determined by actual hours worked, according to the following schedule. Employees with 20 or more years of service to the City shall have the pay-out for accumulated Personal days (pay-out percentage based on years of service) placed into a Health Care Savings Plan established by the City. The HCSP account is to be used for purposes of healthcare provision for the employee, spouse or legal dependent. Personal pay-out shall not be eligible to be placed into the HCSP upon death of an employee."

<u>YEARS OF SERVICE</u>	<u>% OF PAY FOR ACCUMULATED PERSONAL DAYS</u>	<u>YEARS OF SERVICE</u>	<u>% OF PAY FOR ACCUMULATED PERSONAL DAYS</u>
Less than 3	0%	17	33%
3	5%	18	35%
4	7%	19	37%
5	9%	20	39%
6	11%	21	41%
7	13%	22	43%
8	15%	23	45%
9	17%	24	47%
10	19%	25	50%
11	21%	26	52%
12	23%	27	54%
13	25%	28	56%
14	27%	29	58%
15	29%	30 and over	60%
16	31%		

ARTICLE 17- TUTION AND EDUCATION

- 17.1 Tuition Allowance.** A total of ten thousand dollars (\$10,000) per year for tuition allowance shall be provided to the Police Department. This money is to be used by members of the Police Department for tuition reimbursement who have successfully passed (grade of C or better) and completed police related studies offered by an accredited academic institution. The number and types of courses shall be subject to the approval of the Chief of Police and the Chief shall approve any change in schedule to allow employees to attend classes.
- 17.2 Education Incentive:** Officers who hold a bachelor's degree shall be paid \$.05 per hour above base wage; Officers who hold a Master's Degree shall be paid \$.10 per hour above base wage; and Officers who hold a Doctorate shall be paid \$.15 per hour above base wage.
- 17.3** Compensation adjustments shall be made in the officer's payroll effective 30 calendar days after verification of grades to the City by the employee. No more than six (6) credit hours or two (2) courses will be approved at any one time. It will be the responsibility of the employee to make every effort to arrange class schedules around work schedules. All work schedule adjustments shall be reported to the City Administrator in writing prior to approval by the Chief. No classes shall be taken at a time when it will cause disruption of service to the City or to the Police Department. The cost of books and tuition, excluding activity fees, shall be reimbursed by the City within the scope of Section 17.2 of this contract.

ARTICLE 18 - EQUIPMENT AND UNIFORMS

- 18.1** The City hereby agrees to provide each Police Officer a bullet resistant vest and replace such vest at the end of the manufacturer's specified life expectancy.
- 18.2** Each new employee of the Police Department will receive a complete uniform and each Police Officer will then receive a uniform allowance of eight hundred fifty dollars (\$850.00). All purchases of uniforms will be paid by the Chief of Police and are considered a property of the City of Saint Peter, therefore, upon retirement or termination must be returned to the City.
- 18.3** Tactical Team members are eligible for an additional five hundred dollars (\$500) to be spent for Tactical Team clothing and equipment at the sole discretion of the Chief of Police.
- 18.4** In the event an Employee suffers a loss in the line of duty to personal items such as eyeglasses, clothing, dentures, etc., such items will be replaced by the EMPLOYER.

ARTICLE 19- INSURANCE BENEFITS

- 19.1** Full-time employees (30 hours or more per week) of the Department shall be covered under the City's group hospitalization and major medical policy in the following manner:
- 19.2** The City of Saint Peter provides full employee coverage cost. Employees who elect single coverage will receive a fifty dollar (\$50.00) per month rebate which the employee can choose to receive as cash or use toward the additional cost of Aware Gold.
- 19.3** Effective May 1, 1993 Employees will pay ten percent (10%) of the Family Health Insurance Premium.
- 19.4** The City of Saint Peter will provide a term life insurance policy to each employee through the City's life insurance program in an amount equal to that given to other City employees as outlined in the Saint Peter Personnel Policy Section 12 Insurance, Life Insurance.
- 19.5** The City will provide dental insurance for all bargaining unit employees and their dependents.

ARTICLE 20-LICENSURE

20.1 The City shall pay the cost of POST licensure for all officers with POST licensure requirement as a part of their job description.

ARTICLE 21 - RESPONSE TIME

21.1 Any member of the Saint Peter Police Department need not reside in the City of Saint Peter but must reside within twenty-five (25) minutes as travelled safely and lawfully, given ordinary traffic conditions, from their driveway to the Police Department parking lot.

ARTICLE 22 - SENIORITY CLAUSE

22.1 For the purposes of layoffs and recalls, seniority is defined as the employee's most recent period of continuous service with the department.

22.2 The City shall consider the layoff of employees by classification within the departmental division in the inverse order of seniority providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.

22.3 Employees on layoff shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.

22.4 In the event of a layoff, the EMPLOYER shall notify the UNION Steward at the earliest possible opportunity.

22.5 Seniority shall terminate upon:

- a. Discharge.
- b. Voluntary quitting.
- c. Layoff for a period of one year or more.
- d. Failure of the employee to accept and report to work within one (1) week after notification of employee recall.
- e. The employee obtaining a leave of absence by false or misleading statements.

ARTICLE 23 - COMPLETE AGREEMENT


23.1 This Agreement constitutes the complete and total Collective Bargaining Agreement between the parties and shall prevail between the EMPLOYER and the UNION with respect to wages, hours of work and other conditions of employment and shall supersede all previous and current practices not contained herein.

ARTICLE 24 - DURATION


24.1 This Agreement shall be effective as of the 1st day of January 2022 and shall remain in full force and effect until December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26th day of January, 2022.

FOR THE CITY OF SAINT PETER:



City Administrator

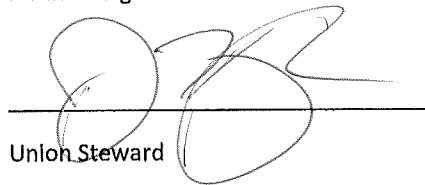


Mayor

FOR LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #241



Business Agent



Union Steward

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