



**Law Enforcement
Labor Services, Inc.**

LABOR AGREEMENT

between

The City of Saint Peter, Minnesota

and

the Saint Peter, Minnesota Police Dispatchers

Law Enforcement Labor Services Local #242

2022-2023

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ARTICLE 1 – PURPOSE

This agreement is entered into between the City of Saint Peter, a Municipal Corporation under the laws of the State of Minnesota, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish certain hours, wages and other conditions of employment.
- 1.2 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.3 Establish procedures for the resolution of disputes concerning application or interpretation of this AGREEMENT.
- 1.4 Place in written form the parties agreement upon terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality of public service to the residents of the City of Saint Peter. Both parties recognize the AGREEMENT as a pledge of this dedication.

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-472, dated December 9, 1997.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 242).
- 3.2 EMPLOYER: The City of Saint Peter.
- 3.3 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 242).
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The City of Saint Peter Police Department.
- 3.6 CHIEF: The Chief of Police of the Saint Peter Police Department.
- 3.7 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.8 OVERTIME: Work performed in excess of an employee's scheduled shift.
- 3.9 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.

- 3.10 IMMEDIATE FAMILY: Husband, wife, child, step-child, mother, step-mother, father, step-father, siblings, step-siblings, father-in-law, mother-in-law, grandparents and grandchildren.
- 3.11 DAYS: Unless otherwise indicated, mean calendar days.
- 3.12 EMERGENCY: A crisis situation which reasonably may be expected to endanger life or property as determined by the EMPLOYER.
- 3.13 PROBATION PERIOD: Means six (6) months from the employee's date of hire.
- 3.14 RESIGNATION IN GOOD STANDING: An employee leaving service with the EMPLOYER after giving a two week notice, providing the employee has not been discharged for misconduct.
- 3.15 SCHEDULED SHIFT: A consecutive work period including two rest breaks and a lunch break.
- 3.16 REST BREAKS: Two periods during the scheduled shift during which the employee remains on duty and is responsible for assigned duties.
- 3.17 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - UNION SECURITY

- 4.1 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.
- 4.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.3 The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.
- 4.4 The EMPLOYER agrees to make space available for the posting of official UNION notices and announcements.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.

ARTICLE 5 - NO STRIKE

- 5.1 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.

- 5.2 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.
- 5.3 In exchange for the above provisions, the EMPLOYER agrees not to lock out employees or subcontract the work of employees covered by this AGREEMENT.

ARTICLE 6 - EMPLOYER AUTHORITY

- 6.1 The EMPLOYER retains the full and unrestricted 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 select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.
- 7.2 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.
- 7.3 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.
- 7.4 Grievances, as defined by 7.1, 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.

- 7.5 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.

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.

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.

- 7.6 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.

- 7.7 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 8 - NON-DISCRIMINATION

The EMPLOYER and the UNION agree not to discriminate against any employee on any basis prohibited by law.

ARTICLE 9 - SAVINGS CLAUSE

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 10 - PERSONAL LEAVE

- 10.1 All employees in the bargaining unit shall accumulate personal leave at the rate of eight (8) hours for each calendar month of service, with a maximum accumulation of one thousand forty (1,040) hours.
- 10.2 Employees may use their accrued personal leave at their own discretion with the approval of the Chief of Police or other designated supervisor.
- 10.3 For any personal leave usage exceeding three (3) days, the EMPLOYER may require an employee to submit a medical certificate verifying that the employee may return to work. The EMPLOYER may require an employee to undergo an evaluation when it has reasonable fitness concerns. Any additional expense incurred as a result of the evaluation shall be the responsibility of the EMPLOYER. Requests for fitness-for-duty evaluations are grievable under Article 7.
- 10.4 In lieu of the accumulation of personal leave, hours accumulated in excess of four hundred eighty (480) hours may be exchanged for additional vacation days. The ratio of exchange will be eight (8) hours personal leave in exchange for one (1) hour vacation time.
- 10.5 All employees, upon resignation in good standing or retirement, shall be entitled to severance pay according to the following schedule. Employees of this unit will have their pay placed into a Health Care Saving Plan (HCSP) according to the rules established in the Saint Peter Personnel Policy section XIV Separation...:

| <u>Years of Service</u> | <u>Percentage of Accumulated Personal Leave</u> |
|-------------------------|---|
| 0 through 5 | 10% |
| 6 through 10 | 20% |

| | |
|---------------|-----|
| 11 through 15 | 30% |
| 16 through 20 | 40% |
| 21 through 25 | 50% |
| 26 through 30 | 60% |

ARTICLE 11 - INJURY ON DUTY

- 11.1 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 employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to employee's vacation, personal leave, or other accumulated paid benefits, after a three (3) day initial waiting period per injury. The three (3) day waiting period shall be charged to the employee's accrued personal leave. The City Council may, at their discretion, extend the injury on duty period by thirty (30) days by formal action.
- 11.2 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 12 - JURY DUTY

All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid their regular salary by the EMPLOYER, with the understanding that any pay received for jury duty must be turned over to the EMPLOYER.

ARTICLE 13 - FUNERAL LEAVE

Paid leave time may be used by an employee in the case of a death of an immediate family member. Leave time allowed shall be as actually required, but shall not exceed three (3) days. Time used shall not be charged against the employee's personal leave, vacation, or other accrued leave balances. Additional days after three (3) days shall be charged to the employee's accrued vacation balance. Each request will be considered individually by the Chief of Police and circumstances such as funeral arrangements or administration of the estate will be considered.

ARTICLE 14 - OTHER LEAVES

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. 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 15 - HOURS OF WORK

- 15.1 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.
- 15.2 A yearly schedule shall be prepared by the EMPLOYER for each member of the bargaining unit, listing the days of work, with said schedule being modified during the year as necessary by the EMPLOYER.
- 15.3 The normal work year shall be an average of two thousand eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;

- c) assigned training;
- d) authorized leave time.

- 15.4 Employees shall be given a twenty-four (24) hours' notice prior to changing their regular work schedule. However, in the event the change is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, or sickness of other employees, no advance notice need be given.
- 15.5 Employees shall not be scheduled to work more than a twelve (12) hour shift. However, employees have an obligation to work overtime or call back if required unless unusual circumstances prevent them from so working.

ARTICLE 16 - SENIORITY

- 16.1 A policy of seniority will be formulated that will give regular (part-time and full-time) employees with longer periods of service opportunity for promotion. Seniority will be the determining criterion for lay-offs, rehires, selecting vacations, and shift schedules. With respect to promotion, the qualified employee with the most seniority will have the first opportunity to demonstrate their ability to satisfactorily perform the duties of the promotion. Employees who bid a job but are not selected will be given reasons in writing for their non-selection by the EMPLOYER. Seniority is earned based on hours of employment (2,080 hours equals one year of service).
- 16.2 Employees on layoffs 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 EMPLOYER.
- 16.3 In the event of layoff, the EMPLOYER shall notify the UNION Steward at the earliest possible opportunity.
- 16.4 Seniority shall terminate upon:
- a. Discharge
 - b. Voluntary quitting
 - c. Layoff for a period of two (2) years or more.
 - d. Failure of the employee to accept and report for work within two (2) weeks after notification of employee recall.
 - e. The employee obtaining a leave of absence by false or misleading statements.
- 16.5 The EMPLOYER shall establish seniority lists for all employees in the bargaining unit. Said lists shall be posted in appropriate locations every twelve months. A seniority roster shall be maintained by the EMPLOYER on the basis of total length of compensated continuous employment by classification. All time served in a classification or a higher classification shall count toward seniority.

ARTICLE 17 - HOLIDAYS

- 17.1 The EMPLOYER shall grant the following eleven (11) paid holidays to employees:

| | |
|----------------------------|-------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Day | Labor Day |
| Presidents Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday after Thanksgiving Day |

Christmas Day

- 17.2 Employees who work on a holiday shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay and the employee shall receive twelve (12) hours off in place of the holiday. When a holiday falls on an employee's day off, that employee shall be given an additional twelve (12) hours off.
- 17.3 At the employee's option, holiday hours shall be paid in lump sum payment equal to unused holiday hours on the first pay check in the month of December.
- 17.4 Part-time employees are eligible for holiday pay if they are scheduled and work on the designated holidays listed in Article 17.1
- 17.5 Employees who work on Christmas Eve shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay.

ARTICLE 18 - VACATIONS

- 18.1 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 |

- 18.2 Seniority shall apply on vacation scheduling up to April 1st of each year. Any requests for vacation after April 1st shall be on a first come, first serve basis.

ARTICLE 19 - DISCIPLINE

- 19.1 For the purpose of this Article, an employee shall be any regular employee having successfully completed the probationary period.
- 19.2 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.
- 19.3 Suspensions, demotions, or discharges will be in written form.

- 19.4 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. Should the employee refuse to sign a notice to be placed in the employee's personnel files, it shall be so noted with the date and time of the refusal before inclusion in said file.
- 19.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 19.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 19.7 Grievances relating to this Article may be initiated by the UNION at Step 2 of the grievance procedure.

ARTICLE 20 - WAGE SCHEDULE

- 20.1 RATES OF PAY: Employees covered by this AGREEMENT shall be compensated in accordance with the salary scheduled marked "Appendix A" attached hereto and made a part of this AGREEMENT.
- 20.2 TRAINING DIFFERENTIAL: Employees assigned to train new employees shall receive one dollar (\$1.00) per hour in addition to their regular pay for all hours of training.
- 20.3 Employees will receive a lump sum payment yearly equal to a percentage amount of their base rate of pay times a normal working year of 2,080 hours. The percentage will be 1% after 8 years of continuous service with the City as of November 1.
- 20.4 EASTER: Employees who work between the hours of 12:01 a.m. and 12:00 midnight on Easter Sunday will be compensated at the rate of one and one-half times (1½) their regular rate of pay.

ARTICLE 21 - OVERTIME

- 21.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half (1½) times the employee's regular base pay rate.
- 21.2 Overtime shall be distributed as equally as possible. 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 employee and turned down will be documented and retained for six (6) months.
- 21.3 In lieu of monetary compensation, an employee may choose to receive compensatory time at the rate of time and one-half to a maximum accumulation of eighty (80) hours.

ARTICLE 22 - CALL BACK

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. In the event the employee works more than three (3) hours, the employee will be compensated at the rate of one and one-half (1½) times the base pay rate for the actual time worked.

ARTICLE 23 - INSURANCE

- 23.1 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:
- 23.2 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 insurance costs.
- 23.3 Effective May 1, 1993 Employees will pay ten percent (10%) of the Family Health Insurance Premium.
- 23.4 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.
- 23.5 The City will provide dental insurance for all bargaining unit employees and their dependents.

ARTICLE 24 - TRAINING/EDUCATION

- 24.1 Employer Required Training: If the EMPLOYER determines additional training is necessary for an employee, the EMPLOYER may make adjustments in the employee's schedule in order to accomplish this training. The determination of the need for training will be the sole discretion of the EMPLOYER.
- 24.2 Employee Requested Training: Employees may request to be sent to additional training. Training such as special courses, conferences, workshops and other meetings must be approved by the EMPLOYER. The EMPLOYER will pay registration fees, appropriate lodging and meal costs, and provide transportation for all approved training.
- 24.3 Tuition Reimbursement: The EMPLOYER will reimburse employees 100% of the costs for tuition and books, up to \$1,000 per academic year per employee or a lifetime maximum of \$5,000 per employee, for college courses approved by the EMPLOYER. The employee must receive a letter grade of "C" or better, or a "Pass" on a pass/fail grade system to qualify for tuition reimbursement. An employee must have completed the probationary period to be eligible for tuition reimbursement. Tuition reimbursement payments shall be made in the employee's payroll effective thirty days after verification of grades to the EMPLOYER by the employee.

ARTICLE 25 - UNIFORM ALLOWANCE

- 25.1 The EMPLOYER shall provide the initial issue uniform for each regular employee.
- 25.2 Each full-time employee shall receive three hundred seventy-five dollars (\$375.00) uniform allowance and each part-time employee shall receive a two hundred fifty dollars (\$250.00) uniform allowance.
- 25.3 Employees leaving the Police Department for any reason must return their entire uniform except for items that were individually purchased by an employee using resources other than the uniform allowance.

ARTICLE 26 - PROBATION

- 26.1 All newly hired full and part-time employees shall be required to serve six months of job probation. Unless the employee is dismissed or the probationary period is extended, a probationary employee shall automatically attain regular employment status.
- 26.2 During the probationary period, an employee may be discharged at the sole discretion of the EMPLOYER.

26.3 During the probationary period, an employee shall accrue fringe benefits. However, the employee shall not take paid vacation until the end of the probationary period.

26.4 Employees discharged during the probationary period shall not be entitled to severance pay or other benefits. However, employees discharged during the probationary period will be entitled to all accrued vacation and compensatory time.

ARTICLE 27 - PART-TIME EMPLOYEES

27.1 Part-time employees are personnel employed by the EMPLOYER who are normally scheduled to a work week of less than forty (40) hours but whose service exceeds twenty (20) hours or fifty percent (50%) of the normal full-time work week.

27.2 Part-time employees shall be paid according to the salary schedule in Appendix A. Part-time employees will advance through the salary schedule based on hours work (2,080 hours equals one year). All other benefits will be pro-rated for part-time employees unless otherwise specified.

ARTICLE 28 - PERSONNEL POLICY AND CONFLICTS

Any provision in effect in the Personnel Policy in conflict with this Labor Agreement shall be superseded by the Labor Agreement.

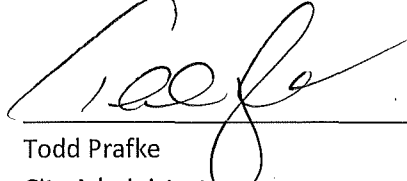
ARTICLE 29 - COMPLETE AGREEMENT

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.

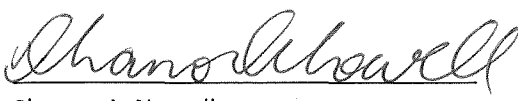
ARTICLE 30 - DURATION

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 20th day of April, 2022.

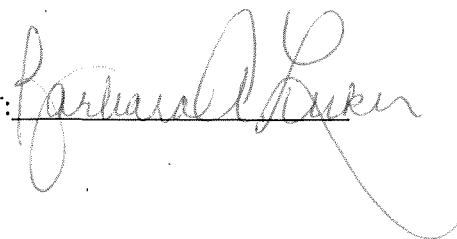
FOR THE CITY OF SAINT PETER



Todd Prafke
City Administrator



Shanon A. Nowell
Mayor

ATTEST: 

Barbara A. Baker

FOR THE LAW ENFORCEMENT LABOR
SERVICES, INC. LOCAL #242



Business Agent



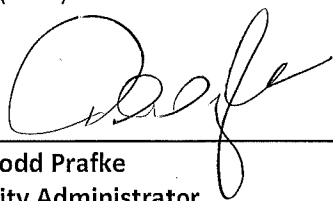
Union Steward

APPENDIX A

Salary Schedule

Effective January 1st, 2022 and January 1st, 2023 - 3% General Wage Increase + \$1.00/Hour Market Adjustment

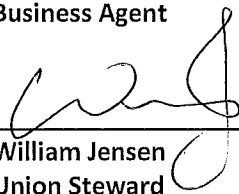
| <u>POSITION</u> | <u>2022</u> <u>Hourly Rate</u> | <u>2023</u> <u>Hourly Rate</u> |
|--|-----------------------------------|-----------------------------------|
| Communications 6 (after 66 month) | <u>\$29.16</u> | <u>\$31.04</u> |
| Communications 5 (after 54 months) | <u>\$28.34</u> | <u>\$30.19</u> |
| Communications 4 (after 42 months) | <u>\$27.56</u> | <u>\$29.39</u> |
| Communications 3 (after 30 months) | <u>\$27.02</u> | <u>\$28.83</u> |
| Communications 2 (after 18 months) | <u>\$25.99</u> | <u>\$27.77</u> |
| Communications 1 (after 6 months) | <u>\$25.25</u> | <u>\$27.00</u> |
| Communications Probationary (start) | <u>\$24.58</u> | <u>\$26.31</u> |



Todd Prafke
City Administrator



Terry Olson
Business Agent



William Jensen
Union Steward

Additional MOU'S

**MEMORANDUM OF AGREEMENT
2023 Attraction and Retention Adjustment**

This Memorandum of Agreement is entered into by and between the City of St. Peter ("City") and LELS #242 Police Dispatchers (hereafter "Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement ("CBA") in effect from January 1, 2022 through December 31, 2023, covering employees in all classifications; and

WHEREAS, attraction and retention challenges have created operational impacts at the City; and

WHEREAS, the City has an interest in addressing the unique attraction and retention concerns by reopening Article 16 of the CBA on a limited basis for a limited time; subject to the terms herein; and

NOW, THEREFORE, the City and the Union hereby stipulate and agree as follows:

1. Effective January 1, 2023, Appendix A of the CBA shall be modified to provide a 1.5% general wage increase in addition to the previously negotiated general wage increase effective January 1, 2023.
2. All other terms and conditions of the parties' Collective Bargaining Agreement shall remain in full force and effect.
3. The scope of the reopener is limited to the subject matter of this Memorandum of Agreement.

If this Memorandum of Agreement is not fully executed by the Union by close of business on January 4, 2023, the reopener will close, this memorandum will be withdrawn, and the CBA will continue without any modification whatsoever.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth by their respective signatures.

CITY OF ST. PETER

Shannon Howell 1/11/2023
Dated
[Signature] 1/11/23
Dated

UNION

[Signature] 12-29-2022
Business Agent Dated
William Jensen 12-23-2022
Local Union Steward Dated