

LABOR AGREEMENT

BETWEEN

THREE RIVERS PARK DISTRICT

AND

LAW ENFORCEMENT LABOR SERVICES
LOCAL NO. 142

(PUBLIC SAFETY - PARK POLICE AGREEMENT)

JANUARY 1, 2022 - DECEMBER 31, 2024

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THIS AGREEMENT is entered into on the 17th day of February, 2022 between THREE RIVERS PARK DISTRICT, hereinafter referred to as the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, hereinafter referred to as the UNION.

The EMPLOYER and the UNION concur that this AGREEMENT has as its objective the promotion of the responsibilities of Three Rivers Park District for the benefit of the general public through an effective labor-management relationship.

ARTICLE 1 - PURPOSE

- 1.1 The EMPLOYER and the UNION agree that the purpose for entering into this AGREEMENT is to:
 - 1.11 Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with safety;
 - 1.12 Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the EMPLOYER and the UNION;
 - 1.13 Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this AGREEMENT without loss of employee productivity; and
 - 1.14 Specify the full and complete understanding of the parties concerning the "terms and conditions of employment" for the duration specified herein.
- 1.2 The EMPLOYER and the UNION agree that this AGREEMENT serves as a supplement to legislation that creates and directs the EMPLOYER in the performance of its public responsibilities. If any part of this AGREEMENT is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by ARTICLE 30 (SEVERABILITY).

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for collective bargaining purposes for all employees as certified by the Bureau of Mediation Services (Case No. 74 - PR - 170 - A, Case No. 86 - PN - 1009, and Case No. 95-PCL-616) in the following appropriate bargaining unit:

"All public safety employees of Three Rivers Park District who are employed for more than 14 hours per week and more than 100 days per year, excluding supervisors, confidential and all other employees."

- 2.2 Job classifications agreed to be within the bargaining unit are as follows:

Park Police Officer
Park Police Investigator
Park Police Corporal

excluding all other job classifications.

- 2.3 In the event of a dispute as to the inclusion or exclusion of a new or modified job classification the dispute shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 3 - EMPLOYER RIGHTS

- 3.1 The EMPLOYER retains the right to operate and manage all labor, facilities, and equipment, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 3.2 Any "term or condition of employment" not established by this AGREEMENT shall remain with the EMPLOYER to eliminate, modify, or establish.

ARTICLE 4 - UNION RIGHTS

- 4.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies deducted shall be remitted as directed by the UNION.
- 4.2 The EMPLOYER shall deduct a "fair share" fee from employees who authorize such deduction in writing in accordance with the provisions of Minnesota Statutes.
- 4.3 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 action by the EMPLOYER in the implementation of Section 4.1 and 4.2 of this ARTICLE.
- 4.4 The UNION may designate employees from the bargaining unit to act as steward and alternate steward and shall inform the EMPLOYER in writing of employees so designated and changes in such designation. Such employees shall have rights and responsibilities as designated by this ARTICLE and by ARTICLE 25 (GRIEVANCE PROCEDURE).
- 4.5 Business Representatives of the UNION shall have the right to enter the EMPLOYER'S FACILITIES to meet with employees covered by this AGREEMENT during scheduled rest periods or lunch periods, provided that such meetings do not interfere with the duties and responsibilities of the employees.
- 4.6 At each park the EMPLOYER shall make space available on the employee bulletin board for the posting of official UNION notice(s) and announcement(s).
- 4.7 The EMPLOYER shall not enter into any contract covering the terms and conditions of employment with employees covered by this AGREEMENT either individually or collectively, which is in conflict with this AGREEMENT.
- 4.8 Employees designated as steward, in accordance with 4.4 of this ARTICLE, shall have the right to perform the following actions on the EMPLOYER'S premises without loss of pay:
 - 4.81 Post official UNION notices and announcements on employee bulletin boards;
 - 4.82 Transmit communications authorized by the UNION or a UNION officer which are required in the administration of this AGREEMENT; and

4.83 Consult with an EMPLOYER or UNION representative concerning the enforcement of this AGREEMENT;

so long as the performance of these actions does not interfere with the performance of the employee's job duties and responsibilities.

4.9 The EMPLOYER agrees that employees selected as steward or alternate steward shall not be coerced or discriminated against because of their selection.

ARTICLE 5 - SCOPE OF AGREEMENT

5.1 This AGREEMENT establishes the "terms and conditions of employment defined by M.S. 179A.03, Subd. 19 for all employees exclusively represented by the UNION. This AGREEMENT shall supersede Three Rivers Park District's Human Resources Policies as they relate to such "terms and conditions of employment".

5.2 Employment standards and Human Resources Policies established by the Park District Human Resources Policies which are not in conflict with or covered by the AGREEMENT, shall apply to bargaining unit employees to the extent they are appropriate.

ARTICLE 6 - EMPLOYMENT STATUS

6.1 Regular Employee - Employed more than six (6) months within a twelve (12) month period and more than fourteen (14) hours per week.

6.2 Regular Full-Time Employee - Scheduled to work 2080 hours per year and receive the full benefit package.

6.3 Regular Part-Time Employee - Scheduled to work year round, but less than the full time schedule, but at least 1,560 hours per year, and are eligible for fringe benefits in accordance with the terms and conditions of each benefit offered. Some benefits may be pro rated based upon hours worked, such as vacation and sick leave accumulation.

6.4 Part-Time Employee - A "regular" employee scheduled to work year round but less than 1400 hours per year and receive only those benefits that are legally mandated (such as PERA and workers' compensation).

6.5 Bargaining Unit Employee - An employee whose classification is covered by the exclusively recognized bargaining unit, as certified by the Bureau of Mediation Services and described at ARTICLE 2 (Recognition).

ARTICLE 7 - PROBATIONARY PERIOD

7.1 All personnel, originally hired or rehired following separation, or after having served 2080 or more compensated hours for the EMPLOYER in a job class not covered by this AGREEMENT, shall serve a twelve (12) month probationary period during which time the employee shall demonstrate the fitness and ability to perform the job classification's duties and responsibilities.

7.11 At any time during the probationary period an employee may be terminated at the discretion of the EMPLOYER without appeal to the provisions of ARTICLE 25 (GRIEVANCE PROCEDURE).

- 7.12 An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the UNION.
- 7.2 Employees who have separated from employment in accordance with Article 22 (Separation) and who are re-employed shall serve a probationary period as required by 7.1 of this Article.
- 7.3 For the purpose of ARTICLE 7, and notwithstanding any provision to the contrary, all hours worked as a licensed Park Police Officer for the EMPLOYER in any capacity shall count toward the completion of the employee's twelve (12) month probationary period as a Bargaining Unit Employee.

ARTICLE 8 - HOURS OF WORK

- 8.1 The normal work day shall be eight (8), ten (10) or twelve (12) consecutive hours, excluding a thirty (30) minute unpaid lunch period. In the event an employee is required to be in a duty status during a lunch period the normal work day shall be eight (8), ten (10), or twelve (12) consecutive hours including a reasonable meal period. During the meal period an employee shall respond to duty situations if they occur.
- 8.2 The normal work period shall be eighty (80) hours in a fourteen (14) calendar day payroll period.
- 8.3 The normal work year shall be two thousand and eighty (2080) hours to be accounted by all employees through:
- 8.31 Scheduled hours of work.
 - 8.32 Scheduled holidays.
 - 8.33 Scheduled training, or
 - 8.34 Approved paid absence as established by this AGREEMENT.
- 8.4 The EMPLOYER shall establish and post annual work schedules on or about October 1 of each year, to be effective January 1 of the following year, and are based upon the staffing plan established in Article 11. Except in emergencies, schedules and hours will not normally be changed without ninety-six (96) clock hours prior notice. Except in emergencies, should it become necessary to change schedules and hours without ninety-six (96) clock hours prior notice, the EMPLOYER shall pay for those hours worked outside of the employee's regular work schedule hours at a rate of one and one-half times their regular base pay rate.
- 8.41 The work schedule shall not require a "split shift" during a normal work day.
 - 8.42 The work schedule shall provide at least two (2) consecutive days off in each normal work period.
 - 8.43 Work schedules shall specify the dates and hours of work. Employees may bid for work schedules *at* their assigned work locations based upon seniority as provided in Article 27.10. In the event employees do not indicate their work schedule preference by the 15th day following the posting date, the employer reserves the right to assign the remaining employees to the vacant work schedules without regard to seniority.

- 8.44 In the event the EMPLOYER determines it is necessary to rearrange work schedules, in non-emergency situations, those employees affected by the amended work schedule shall have the opportunity to bid the amended work schedule based upon seniority.
- 8.45 Employees may request a short term trade of their assigned shift provided it does not alter their annual schedule as bid pursuant to Article 8.4. Requests must be made in accordance with the EMPLOYER'S guidelines on shift trading.
- 8.5 This ARTICLE shall not be construed as, and is not a guarantee of any hours of work per normal work day or per normal work period.
- 8.6 All employees shall be at the location assigned by their designated supervisor ready for work at the scheduled starting time and shall remain at an assigned work location until the end of the scheduled work day unless otherwise directed by their designated supervisor.
- 8.7 During each normal work day two (2) rest periods will be provided under the following conditions:
- 8.71 The rest periods will be taken at times approved by the employee's immediate supervisor.
- 8.72 The rest period shall not exceed fifteen (15) minutes.
- 8.73 Employees shall remain at their work sites during approved rest periods.
- 8.8 Employees serving their initial probationary period shall be assigned by the EMPLOYER to a training line, as set forth in the work schedule, where work locations, work schedules and shifts are set by the EMPLOYER, in a manner that will best enhance training opportunities. Accordingly, the provisions of Article 8.43 (seniority bidding of work schedules) shall not apply to probationary employees. Upon completion of probation, the new recruit shall be assigned to a vacant position and work schedule until the next available bid cycle. No non-probationary employee shall be displaced in location or schedule by these assignments.

ARTICLE 9 – OVERTIME

- 9.1 All compensated overtime must be authorized by the EMPLOYER. No overtime claim will be honored for payment unless authorized by the EMPLOYER.
- 9.11 Insofar as it is practical, the EMPLOYER will consider seniority in the assignment of overtime along with other pertinent operational factors. Scheduled overtime shall be defined as those situations where the EMPLOYER has at a minimum 7 calendar days' notice of the overtime need. Scheduled overtime shall then be bid on a seniority basis to the most senior employees able and willing to work the shift. Thereafter, unfilled shifts shall be assigned to the least senior employees. All other overtime shifts will be filled utilizing seniority as is practicable or will be filled by those staff available and qualified to fill the needed shift.
- 9.2 The overtime rate of one and one-half (1 1/2) times an employee's basic hourly rate shall be paid for work assigned and performed under the following circumstances:
- 9.21 Time worked in excess of a normal work day.

- 9.22 Time worked in excess of an averaged eighty (80) hour normal work period.
- 9.23 Time worked on a day which had been scheduled as an employee's holiday as established by ARTICLE 13 (HOLIDAYS), provided that an employee and the employee's designated supervisor may mutually agree that the hours worked under circumstances established by 9.21, 9.22, or 9.23 during one normal work period may be assigned off the following normal work period.
- 9.3 The overtime rate of two (2) times an employee's basic hourly rate shall be paid for all work assigned and performed on an employee's scheduled day off during a normal work period, provided the employee has been assigned and has worked the first (1st) and second (2nd) scheduled day off.
- 9.4 Overtime shall be calculated to the nearest one tenth (1/10) of an hour.
- 9.5 For the purposes of calculating overtime compensation, overtime hours worked shall not be "pyramided", compounded, or paid twice for the same hours worked.
- 9.6 Overtime hours worked as provided by this ARTICLE shall be either credited to an employee's "compensatory time bank" at the rate of one and one-half (1 1/2) or two (2) times the employee's basic hourly wage rate until a maximum of sixty (60) hours are accumulated or paid in cash upon request of employee.
- 9.61 Employees having accumulated a maximum of sixty (60) "compensatory" hours shall be paid in cash for all overtime hours worked in excess of sixty (60).
- 9.62 During periods designated by the EMPLOYER, employees may be scheduled off from work with a minimum of 72 hours notice, or employees may request time off from scheduled work, subject to the approval of their designated supervisor. During such periods employees shall draw on an hour-for-hour basis, time from their "compensatory time bank" to equal a normal work period. Requests for use of "compensatory time" by employees shall be in the same manner as provided in Article 14.3 (Vacation). Such scheduled time off shall not exceed the compensatory time balance of the employee.
- 9.63 Employees separated from employment as provided in Article 22 (Separation) shall be compensated for all hours accumulated in the employee's "compensatory time bank" at the basic hourly rate as of their last scheduled normal work day.

ARTICLE 10 - CALL BACK

- 10.1 The EMPLOYER retains the right to call back employees before or after an employee's normal work day or normal work period, or on an employee's scheduled day off.
- 10.11 Employees called back to work shall receive a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's basic hourly rate.
- 10.2 Employees who are called back two (2) hours or less prior to their scheduled normal workday shall be considered to be making an "early report" and shall not be eligible for the minimum established by 10.1. Employees called back for an "early report" shall complete no less than a normal workday. Nothing in 10.1 shall require the EMPLOYER to provide more than a normal workday of employment based on a call back established by this Article.

ARTICLE 11 - WORK LOCATION

- 11.1 Employees shall report for their normal workday to a work location as assigned by their designated supervisor. During the normal workday employees may be assigned to other work locations at the discretion of their designated supervisor.
- 11.2 Employees assigned to a work location during the normal workday, other than their original assignment, and who are required to furnish their own transportation, shall be compensated for mileage to the work location at the prevailing rate established for the District by the Board of Commissioners.
- 11.3 The EMPLOYER shall designate a permanent work reporting site for each division. Employees temporarily assigned to start a work shift at a location other than their permanent work reporting site shall be eligible to receive mileage reimbursement in accordance with Article 11.2 for any miles traveled in excess of the miles traveled from their place of residence to their permanent work reporting site or the EMPLOYER, at his discretion, may provide required transportation from the permanent work reporting site to the temporary work reporting site.
- 11.4 On or about October 1, the EMPLOYER shall post, the proposed staffing plan which depicts the number of Park Police Officer, Park Police Corporal, Police Investigator assigned to each reporting location. The final staffing plan shall be posted by January 1 of each year. If for any reason during the course of the following year, there is a change in the staffing plan, said changes shall be posted by the EMPLOYER as soon as practicable.

ARTICLE 12 - JOB CLASSIFICATIONS AND SALARIES

- 12.1 Bargaining Unit Employees shall be paid for all hours worked based on their length of continuous job classification experience in accordance with the following monthly salary schedules:

Effective January 1, 2022 the following monthly rates shall apply:

CLASSIFICATION: PARK POLICE OFFICER

YEAR (STEP)	HOURLY RATE	MONTHLY RATE
Year One	\$30.00	\$5,200.00
Year Two	\$33.83	\$5,863.87
Year Three	\$37.66	\$6,527.73
Year Four	\$41.50	\$7,193.33

Effective January 1, 2023 the following monthly rates shall apply:

CLASSIFICATION: PARK POLICE OFFICER

YEAR (STEP)	HOURLY RATE	MONTHLY RATE
Year One	\$30.60	\$5,304.00
Year Two	\$34.51	\$5,981.14
Year Three	\$38.41	\$6,658.29
Year Four	\$42.33	\$7,337.20

Effective January 1, 2024 the following monthly rates shall apply:

CLASSIFICATION: PARK POLICE OFFICER

YEAR (STEP)	HOURLY RATE	MONTHLY RATE
Year One	\$31.37	\$5,436.60
Year Two	\$35.37	\$6,130.67
Year Three	\$39.37	\$6,824.75
Year Four	\$43.39	\$7,520.63

Park Police Investigators shall be paid 6.0% in addition to the Park Police Officer rate.

- 12.2 Increases in an employee's monthly salary schedule income, based on continuous employment, shall become effective the first (1st) payroll period following the completion of the necessary continuous employment.
- 12.3 Part-time and non-benefited employees shall progress on the monthly salary schedule based upon full-time equivalency (12 continuous months equals 2080 hours of work).
- 12.4 For the purpose of this Agreement "basic hourly rate" shall be defined as an employee's monthly salary as established by 12.1 multiplied by twelve (12) and divided by two thousand and eighty (2080).
- 12.5 Employees assigned from the Park Police Officer job classification to perform duties of a lead worker, such as a supervisor on duty, in accordance with the EMPLOYER'S policies on lead work, shall receive a premium rate of \$2.00 for each hour worked in the assigned lead work capacity.
- 12.6 Upon receiving a promotion, an employee's pay rate shall be adjusted to the next step in the new classification (Park Police Corporal or Park Police Investigator) unless the employee is at the top Park Police Officer rate in which case the employee shall advance to the top rate of the new job classification salary schedule.
 - 12.61 Employees hired as Park Police Officers shall be placed on the wage schedule at a step equivalent to their years of experience performing the same or similar work as determined by the EMPLOYER. The highest step newly hired employees can be placed on through this program is Year Two. Effective the date that this contract is signed by both parties, EMPLOYER will review current employees in the Park Police Officer classification in the same manner and place them at the appropriate step on the wage schedule if they are not currently at or above that step.
- 12.7 Employees assigned to perform Field Training Officer (FTO) duties, shall receive a premium rate of \$2.00 per hour for each hour when a trainee is working under the immediate direction of the FTO.

ARTICLE 13 - HOLIDAYS

- 13.1 Eleven (11) normal work days (88 compensated regular hours) during a calendar year shall be scheduled as paid holidays for full-time employees. Employees shall receive a normal work day's pay for each of the eleven (11) scheduled holidays, provided the employee works the last scheduled normal work day before the scheduled holiday and the first scheduled normal work day following the holiday. Employees on an approved paid absence, as provided by this AGREEMENT, shall be considered to have worked their scheduled normal work day before or after the holiday.

13.2 The eleven (11) days to be scheduled as holidays are as follows:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

13.3 All employees shall be scheduled the eleven (11) holidays established by this ARTICLE; although such holidays may not be scheduled for the calendar day on which the holiday is observed, in lieu of a scheduled normal work day. The scheduling of holidays shall be subject to the public responsibilities of the EMPLOYER. Employees scheduled to work on Christmas Day (December 25), Thanksgiving Day, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Christmas Eve Day, New Years Day, Veteran's Day, President's Day, and the Day After Thanksgiving shall be compensated at one and one-half (1 1/2) times their basic hourly rate of pay for such hours worked plus an alternate day off when required to work that day. Employees called back to work on their scheduled holiday shall be compensated at the rate of one and one-half (1 1/2) times their basic hourly rate of pay for all hours worked, in addition to their holiday pay.

13.4 On or about November 1 of each year, the EMPLOYER shall post a schedule on which Park Police Officer and Park Police Corporal shall indicate their holiday preference for the calendar year. All holiday requests must be received by the EMPLOYER within fifteen (15) calendar days of the original posting date. The EMPLOYER shall have fifteen (15) calendar days thereafter in which to review holiday requests and respond to the employee. Each Park Police Officer and Park Police Corporal shall receive 80 hours of deferred holiday divided into two periods of use. The first period would run January 1 - May 20 and the second period would run August 20 - December 31. The remaining 8 holiday hours would be assigned by the Park Police Supervisor in charge of scheduling during the summer period (May 21 to August 19.)

13.5 All requests (vacation, holiday, and trades) should follow the Park Police leave guidelines. In the event two or more Park Police Officers request the same holiday leave date, preference would be given to the Park Police Officer with the most seniority in accordance with Article 27. Only one such preference per period per Park Police Officer shall be granted.

ARTICLE 14 - VACATION

14.1 Employees will have access to vacation time once it is accrued. Employees will be given credit for previous approved experience and will be assigned to a Years of Service Equivalency Rating.

14.2 Accrual and Use

Years of Service Equivalency Rating	Hours of Service	Accumulation Rate
0 through 5 years	0 – 10,400	12 days/year(96 hours)
6 years – 10 years	10,401 – 20,800	15 days/year (120 hours)
11 years – 19 years	20,801 – 39,520	20 days/year (160 hours)
20 years and thereafter	39,521	25 days/year (200 hours)

- 14.21 Regular part-time employees accumulate hours of vacation leave on a prorated basis per their Full-Time Equivalency, and based on their Hours of Service once assigned to a Years of Service Equivalency Rating.
- 14.22 Vacation pay will be paid based on the employee's straight-time pay rate (in effect when vacation benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence.
- 14.23 Vacation pay does not include shift differentials, incentive pay, bonuses, or other special forms of compensation.
- 14.24 Employees earn vacation benefits over the course of a benefit year, the twelve-month period following the anniversary of assignment to an eligible employment classification.
- 14.25 The benefit year will be adjusted to reflect the length of any unpaid leave of absence.
- 14.26 Vacation benefits are accrued on an hour-for-hour basis and are available for use once credited to the employee's vacation account.
- 14.27 Hours will be accrued throughout the calendar year, and employees may use the accrued vacation hours up until the end of the calendar year. However, at the end of each calendar year the vacation balance in excess of 240 hours will be adjusted downward to a maximum of 240 hours. At the end of the calendar year the employee will forfeit vacation balances above 240 hours.
- 14.28 Upon termination of employment, employees will be paid for vacation benefits that have accrued through the last day of work up to a maximum of 240 hours.
- 14.29 At the end of each calendar year, any accumulated vacation above 240 hours will be forfeited. Employees may use any accrual above 240 hours up until the end of the calendar year.
- 14.3 On or about November 1 of each year, the EMPLOYER shall post a schedule upon which employees may request their vacation periods for the following year. All vacation requests must be received by the EMPLOYER within fifteen (15) calendar days of the original posting date. The EMPLOYER shall have fifteen (15) calendar days thereafter in which to review vacation requests and respond to the employee. All vacation requests shall be granted based on seniority as provided in Article 27.11. Vacation periods of three consecutive days or less may be requested by the employee upon ninety-six (96) clock hours prior notice, subject to the approval of their designated supervisor. In the event two (2) or more employees are requesting the same vacation period, preference shall be given to the employee with the greatest seniority, in accordance with Article 27 (Seniority), provided that seniority preference

may not be exercised to bump a junior employee from a vacation request that has already been approved by the EMPLOYER. The previous phrase shall only apply to vacation requests that occur after the regular bidding cycle.

ARTICLE 15 - SICK LEAVE

- 15.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per month of continuous employment. An employee may accumulate nine hundred and sixty (960) hours of sick leave. For every eight (8) hours of sick leave accumulated in excess of nine hundred sixty (960) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave, subject to the provisions of Article 14.2.
- 15.2 Earned sick leave is intended for use in the event an employee is unable to perform the duties and responsibilities of the employee's job classification because of illness or injury.
- 15.3 Sick leave usage shall be subject to approval and verification by the EMPLOYER, who may require the employee to furnish a report from a recognized physical or medical authority selected by the EMPLOYER attesting to the necessity of the absence, and other information the EMPLOYER may deem necessary.
- 15.4 Employees misusing the sick leave benefit may be subject to non-payment of the sick leave benefit and/or disciplinary action as provided by ARTICLE 20 (Disciplinary Procedures).
- 15.5 Employees serving a probationary period shall earn sick leave and shall be eligible to use earned sick leave during the probationary period.
- 15.6 All earned sick leave that has been accumulated by an employee and not paid out as final pay pursuant to Article 32 shall expire upon the date of separation from employment with the EMPLOYER.

ARTICLE 16 - FAMILY ILLNESS

- 16.1 In the event of a serious illness or injury in a regular employee's immediate family, for which other arrangement for necessary care cannot be made, such employees may be granted time off from scheduled normal work days on the same basis as they would use sick leave for themselves. Such usage of sick leave shall be deducted from accumulated sick leave balances or in the event sick leave is not available may be taken as leave without pay.
- 16.2 Immediate family for the purpose of this ARTICLE shall mean spouse, children, or a family member who reside in the employee's household.
- 16.3 An eligible employee may use up to three days (24 hours) of accumulated sick leave benefits to care for a sick or injured parent or child (including step children), who do not reside in the employee's household and who require care when no other nursing care is available.

ARTICLE 17 - FUNERAL LEAVE

- 17.1 In the event of a death in the immediate family of an employee, up to a maximum of three (3) scheduled normal work days of absence with pay may be approved by the designated supervisor.

17.2 Immediate family for the purpose of this ARTICLE shall be defined as the employee's spouse or significant other when living in the employee's household, child, step-child, grandchild, parents, step parents, grandparents, brother, sister, brother and sister-in-law, or the parents, or grandparents, of the employee's spouse.

ARTICLE 18 - JURY DUTY

18.1 Full-time employees selected for jury duty shall continue to receive compensation equal to a normal workday and/or a normal work period for the duration an employee is required to appear for jury duty, less any jury duty compensation except those payments designated by the Court as expenses.

18.2 Employees selected for jury duty shall notify their designated supervisor of such selection, the date such duty begins, and the expected duration of the duty.

18.3 Employees excused from jury duty prior to the end of a scheduled normal workday shall notify their designated supervisor and report to work if directed to do so.

ARTICLE 19 - INJURY ON DUTY

19.1 An employee (a) acting within the limits of the authority established by the EMPLOYER, (b) who receives a disabling injury during the performance of assigned official duties performing acts required by law, (c) under risk conditions which are unique to law enforcement work, and (d) wherein it has been determined that the employee has not contributed to the cause of the injury through negligence, shall be eligible to receive the difference between the employee's regular pay and worker's compensation insurance payments for a period not to exceed sixty (60) calendar days from the date of injury for each occurrence provided that such difference shall be charged to sick leave during the first six (6) working days following the injury for each occurrence.

19.11 Upon expiration of or in the absence of the leave benefit period provided in 19.1, the difference between the worker's compensation benefit for a normal work period and an employee's normal work period compensation shall be drawn from the employee's earned sick leave and earned vacation. The amount deducted shall be the difference, rounded to the nearest one quarter (1/4) hour.

19.12 An employee may draw from earned sick leave and earned vacation until it is exhausted, at which time the benefit shall cease and only worker's compensation benefits will be received.

19.2 Under no circumstances will an employee, who opts for the benefit, receive compensation which is in excess of the employee's normal work day or normal work period's compensation.

ARTICLE 20 - DISCIPLINARY PROCEDURES

20.1 The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.

20.2 Disciplinary actions by the EMPLOYER shall include only the following actions:

20.21 Oral reprimand
20.22 Written reprimand
20.23 Suspension

20.24 Demotion
20.25 Discharge

- 20.3 Employees who receive a written reprimand or who are suspended, demoted or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 25 (Grievance Procedure).
- 20.4 Suspensions, demotions, and discharges shall be in writing, a copy of which shall be sent to the employee and the UNION.
- 20.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal workdays prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the grievance procedure.
- 20.6 In the event the EMPLOYER determines that it is necessary to question an employee concerning an act or behavior by the employee, which if confirmed would result in a written reprimand, suspension, demotion, or discharge, the employee shall be given an opportunity to request the presence of a UNION Representative at such questioning.
- 20.7 Upon written request of the employee, a written reprimand shall be removed from the employee's personnel file if no further disciplinary action has been taken against the employee within four (4) years following the date of the reprimand.
- 20.8 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.

ARTICLE 21 - ABSENCES FROM WORK

- 21.1 Employees unable to report for their scheduled normal workday because of illness or injury (ARTICLE 15), illness or injury in the employee's immediate family (ARTICLE 16), or because of death in the employee's immediate family (ARTICLE 17), shall notify their designated supervisor as soon as possible prior to the start of their scheduled normal workday, give reason(s) for the absence, and the expected duration of the absence. Employees failing to give prior notice or not having valid reasons for not giving notice shall be subject to disciplinary action as provided by ARTICLE 20 (Disciplinary Procedures).
- 21.2 Failure to report for work without notification for three (3) consecutive scheduled normal workdays may be considered a resignation as provided by 22.11, by the EMPLOYER on the part of the employee.

ARTICLE 22 - SEPARATION

- 22.1 Employees shall be considered separated from employment based on the following actions:
 - 22.11 Resignation Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective day of the resignation.
 - 22.12 Retirement Employees shall retire from employment no later than their seventieth (70th) birthday.
 - 22.13 Discharge As provided in ARTICLE 20.
 - 22.14 Failure to Report for Duty As provided in ARTICLE 21.
 - 22.15 Termination During the Probationary Period As provided in ARTICLE 7.

- 22.2 Employees re-employed following separation from employment shall be considered a new employee.

ARTICLE 23 - INSURANCE

23.1 Hospital - Medical

The EMPLOYER shall maintain a hospital-medical type insurance program subject to the limitations, benefits, and conditions established by the contract between the EMPLOYER and insurance carrier. Changes in the benefit level of the program, except those required by law, shall be negotiated with the UNION.

- 23.11 The EMPLOYER shall contribute on behalf of eligible employees, the same monthly contributions at the rate established for non-organized employees at Three Rivers Park District for both single and family coverage.

23.2 Life

The EMPLOYER shall maintain a term life insurance program equaling one (1) times annual salary (to nearest \$1000), but not less than fifty thousand dollars (\$50,000), subject to the conditions established by the contract between the EMPLOYER and an insurance carrier.

- 23.21 The EMPLOYER shall contribute on the behalf of each eligible employee the cost of such premium.

- 23.22 The EMPLOYER shall continue the employee-paid life insurance options in effect as of the date of the signing of this AGREEMENT.

23.3 Dental

The EMPLOYER shall maintain a group dental insurance program subject to the conditions of the contract between the EMPLOYER and its third party administrator.

- 23.31 The EMPLOYER shall contribute on behalf of each eligible employee, the same monthly contribution towards single and family coverage at the rates established for non-organized employees at Three Rivers Park District.

23.4 Long-term Disability/Short-term Disability

- 23.41 The EMPLOYER shall establish a long term disability insurance program which on a voluntary basis, is paid for by participants through sick leave reduction. Said benefit is contingent upon the EMPLOYER'S ability to secure successful bids from a competent bidder providing benefit levels as specified by the EMPLOYER at reasonable premium rates and upon attaining a satisfactory participation level as specified by the successful bidder.

- 23.42 The EMPLOYER shall establish and maintain a short term disability insurance program which on a voluntary basis, is paid for by participants through semi-monthly premiums and a sick leave reduction. Said benefit is contingent upon the EMPLOYER'S ability to secure successful bids from a competent bidder providing benefit levels as specified by the EMPLOYER at reasonable specified by the successful bidder.

23.5 Flexible Spending Account/Health Savings Account

23.51 The EMPLOYER shall establish a voluntary salary reduction program which permits employees to pay medical, dental, and daycare expenses on a pretax basis. Administrative fees incurred shall be borne by participants until such time as the fund can generate enough interest income to offset administrative fees. This program is subject to the terms and conditions established in the contract between the EMPLOYER and a third part administrator and further, is subject to those provisions established by the Internal Revenue Service regarding salary reduction and flexible spending account programs.

23.52 The EMPLOYER shall establish and maintain a voluntary salary reduction program which permits employees to pay medical costs incurred under an IRS approved High Deductible Health Plan via a Health Savings Account. The EMPLOYER may also contribute to this account on behalf of the employee based upon the tier of medical coverage chosen. This program is subject to the terms and conditions established in the contract between the EMPLOYER and a third party administrator and further, is subject to those provisions established by the Internal Revenue Service regarding salary reduction and health saving account programs.

23.6 Payroll Deduction

The difference between monthly premium costs and the EMPLOYER'S contributions established above shall be paid by the employee through monthly payroll deduction.

ARTICLE 24 - UNIFORM ALLOWANCE

24.1 Employees who, as a condition of employment, are required by the EMPLOYER to wear a uniform and/or special equipment shall be provided such uniform and/or equipment by the EMPLOYER.

24.2 Maintenance of the uniform and/or equipment at a reasonable standard shall be the responsibility of the employee.

24.3 In the event an employee in the job classification of Park Police Officer, Park Police Investigator or Park Police Corporal suffers loss of use of personal effects required to perform their assigned job duties, (such as eye glasses, eye contacts, watches, footwear, and handgun), which is rendered unusable as a result of actions occurring in the line duty above and beyond the control of the employee, the EMPLOYER shall repair or replace, at its option, the damaged article, except where such loss of use arose from negligence, improper use or willful or wanton neglect of required maintenance or normal wear and tear. Those personal effects an employee chooses to bring to the job which may enhance performance of job duties, but are not required, are specifically excluded from this provision.

24.4 The EMPLOYER shall provide an annual equipment allowance of \$400.00 towards the purchase of equipment authorized by the EMPLOYER. In the event equipment does not need replacement, or if purchased and funds are still available in the employee's account at the end of the calendar year the remaining monies shall be paid as a cash payment as taxable income.

ARTICLE 25 - GRIEVANCE PROCEDURE

25.1 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.

25.2 UNION Representative

The EMPLOYER will recognize stewards 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 stewards and of their successors when so designated.

25.3 Processing of a Grievance

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 UNION steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the employee and the UNION steward have notified and received the approval of their designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

25.4 Procedure

Grievances, as defined by Section 25.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days, exclusive of weekends and holidays, after such alleged violation has occurred, present such grievance to the employee's designated supervisor. The designated supervisor will discuss the alleged grievance and give an answer to such Step 1 grievance within ten (10) calendar days, exclusive of weekends and holidays, following the discussion. A grievance not resolved in Step 1 and appealed by the UNION 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, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days, exclusive of weekends and holidays, after the designated supervisor's answer in Step 1. Any grievance not appealed within ten (10) calendar days, exclusive of weekends and holidays, shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by a UNION Business Representative and discussed with the Department Head or their designated representative. The Department Head or their designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days, exclusive of weekends and holidays, following the discussion of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days, exclusive of weekends and holidays, following the Department Head or their designated representative's Step 2

answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days, exclusive of weekends and holidays, shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION Business Representative and discussed with the Associate Superintendent or a designated representative. The Associate Superintendent or a designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days, exclusive of weekends and holidays, following the Associate Superintendent's or their designated representative's answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days, exclusive of weekends and holidays, shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

25.5 Arbitrator's Authority

25.51 The arbitrator shall have no right 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 other issue not submitted.

25.52 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) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on the EMPLOYER, the UNION, and the employees and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this AGREEMENT and to the facts of the grievance presented.

25.53 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, the cost shall be shared equally.

25.6 Waiver

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 of 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 limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

25.7 Exclusive Remedy

This procedure shall be the sole and exclusive means of processing a grievance as defined by 25.1, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 26 - LEAVES OF ABSENCE

- 26.1 All leaves of absence granted under the provisions of this ARTICLE shall be initiated by the employee in writing prior to the proposed beginning date of the leave and must be approved by the Superintendent or designee prior to beginning the leave. Employees absent from duty without an approved leave of absence may be considered by the EMPLOYER to have resigned as provided by ARTICLE 22 (Separation).
- 26.2 Full-time employees may request unpaid leaves of absence for the following purposes:
- 26.21 Military Leave: Employees may request, and shall be granted, a leave of absence for service in the armed forces in accordance with appropriate Minnesota and/or federal law.
- 26.22 Illness or Injury: Employees shall receive the same family, medical and parental leave of absences provided to non-union employees, as defined in the Park District Human Resources Policies, and as approved by the Park District Board of Commissioners in effect as of the signing of this agreement.
- 26.23 Education Leave: Employees may request a leave of absence to enroll in a course of formalized study which will equip the employee to provide more effective service to the EMPLOYER.
- 26.24 General Leave: Employees may request a leave of absence for worthwhile purposes judged by the Superintendent or designee to be necessary to the employee or the EMPLOYER.
- 26.3 Employees desiring a leave of absence shall make such a request in writing at least thirty (30) calendar days prior to the requested effective date of the leave. The written request shall specify the effective date of the leave, the duration and specific date of return to employment, and the reason(s) for the leave. All leave requests shall be directed to the Superintendent or designee who shall review the request and either approve or disapprove the request. All unpaid leaves of absence shall be subject to the approval or disapproval of the Superintendent or designee.
- 26.4 Leaves of absence may be cancelled by the EMPLOYER upon fourteen (14) calendar days written notice to the employee.
- 26.5 During an unpaid leave of absence, employees shall not earn, accrue, or receive any compensation, fringe benefit, or condition of employment established by this AGREEMENT (except as may be required by Minnesota and/or federal law) except as provided in this section. Employees on leaves defined in Section 26.22 shall be eligible for continued health, dental and life insurance contributions by Three Rivers Park District to the same extent as non-union employees, as defined in the Park District Human Resources Policies, and as approved by the Park District Board of Commissioners in effect as of the signing of this agreement.

- 26.6 Employees shall return to duty as of the date specified in the leave ready for work. Employees not returning to work at the expiration of their leave shall be considered to have resigned in accordance with ARTICLE 22 (Separation). Upon return to work the employee shall be assigned to the job classification and wage increment the employee was on at the time the leave began (except as may be required otherwise by Minnesota or federal law).

ARTICLE 27 - SENIORITY

- 27.1 For the purpose of this AGREEMENT seniority shall be defined as the length of continuous employment with the EMPLOYER, except as provided in Article 27.11.
- 27.11 For the purposes of shift and vacancy bidding, seniority shall be defined as the continuous length of service in the bargaining unit based upon actual base hours worked in the bargaining unit.
- 27.12 For the purpose of layoff, recall from layoff and vacation bidding, seniority shall be defined as the length of continuous service in the Public Safety Section based upon actual base hours worked in the Public Safety Section.
- 27.13 Effective March 6, 1998 seniority lists as defined in Articles 27.11 and 27.12 shall be established based upon the hours in effect on March 6, 1998.
- 27.2 Seniority shall terminate when an employee separates from employment as provided by ARTICLE 22 (Separation).
- 27.3 Seniority as defined in Article 27.1, shall not accrue under the following conditions:
- 27.31 During a period of suspension as provided by ARTICLE 20 (Disciplinary Procedures).
- 27.32 During a period of lay-off as provided by this ARTICLE.
- 27.33 During a period of unpaid leave of absence as provided by ARTICLE 26 (Leaves of Absence).
- 27.4 Seniority shall have application to the following conditions of employment:
- 27.41 Vacation Accrual: Employees shall earn vacation based on their amount of Master Seniority in accordance with the schedule established by ARTICLE 14 (Vacations).
- 27.42 Vacation Selection: Employees with greatest amount of seniority, as defined in Article 27.11, shall have preference in the selection of available vacation periods approved by the EMPLOYER. Vacation selection shall be made by park and job classification.
- 27.43 Layoff: In the event it becomes necessary for the EMPLOYER to reduce the work force, employees shall be laid off by job classification based on the amount of seniority as defined in Article 27.11 - the employee with the most recent date is laid off first; the employee with the oldest date is laid off last. Employees laid off shall have the right to "bump" the least senior employee in a lower-paid job classification, provided they have completed a probationary period in the lower-paid job classification and have more seniority than the employee they are "bumping". Employees who are "bumped" shall have the right to in turn "bump" in accordance with this Section.

- 27.44 Recall: Employees laid off shall be placed on a recall list based on seniority as defined in Article 27.11 - the employee with the oldest date shall be first; the employee with the most recent date shall be last. When work is available, employees shall be recalled to work by job classification and their date of seniority as defined in Article 27.11. Employees notified to return to employment and who do not report may be considered by the EMPLOYER to have resigned as provided by ARTICLE 22 (Separation). No new employee shall be employed in a job classification for which a recall list exists.
- 27.45 When the EMPLOYER decides to fill permanent vacancies of more than twenty (20) calendar days duration which are occasioned by resignation, retirement, death, discharge or other reasons in the classification of Park Police Officer, Park Police Investigator or Park Police Corporal, such vacancies shall be filled by giving first consideration to employees with the greatest seniority as defined in Article 27.1, through a bid process. If no senior qualified employees bid the vacancy, the EMPLOYER shall assign the least senior employee to the vacancy.
- 27.46 Vacancies on the Horse Patrol shall be filled first by the most senior qualified employees who volunteer as defined in Article 27.10. In the absence of such employee volunteer, vacancies shall be assigned to the least senior employee as defined in Article 27.10. Horse Patrol vacancies shall be defined as permanent assignment which would involve utilizing the horse as the exclusive mode of patrol for more than 20 calendar days duration.
- 27.47 In a position where an employee is granted an approved leave of absence, the employee's position will not be considered a permanent vacancy.
- 27.5 The EMPLOYER shall maintain a seniority list of the employees covered by this AGREEMENT.

ARTICLE 28 - EDUCATIONAL ALLOWANCE

- 28.1 In the event the EMPLOYER assigns an employee to an educational training program, conference, or seminar the employee shall:
- 28.11 Suffer no loss in compensation based on the employee's work scheduled for the period of time the employee is assigned to the educational program.
- 28.12 Be reimbursed for necessary transportation, food, lodging, and program expenses. When an employee uses their personal automobile, mileage reimbursement shall be at the rate established for employees at the Park District for any additional miles of travel required from their place of residence to their training site over and above the mileage required between their place of residence and their permanent work site.
- 28.2 Employees requesting tuition reimbursement for a course of study approved by the EMPLOYER shall be reimbursed in accordance with the EMPLOYER'S "Administrative Procedure - Tuition Reimbursement".
- 28.3 Employees participating in required training programs, approved in advance by the EMPLOYER, that are necessary to maintain their POST license shall have the cost of said training program paid by the EMPLOYER.
- 28.4 The EMPLOYER shall pay the cost of the required POST license.

ARTICLE 29 - NON-DISCRIMINATION

- 29.1 The terms and conditions of the AGREEMENT will be applied to employees equally without regard to, or discrimination for or against any individual because of race, color, creed, religion, national origin, sex, Vietnam era veteran's status, marital status, status with regard to public assistance, membership or activity in a local human rights commission, disability, age, sexual preference or affectional preference or political affiliation or because of membership or non-membership in the UNION.
- 29.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 30 - SEVERABILITY

- 30.1 In the event that any provision(s) of this AGREEMENT is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 30.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

ARTICLE 31 - WAIVER

- 31.1 The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.
- 31.2 Therefore, the EMPLOYER and the UNION for the duration of this AGREEMENT agree that the other party shall not be obliged to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this AGREEMENT. The UNION and EMPLOYER may, however, mutually agree to modify any provision of this AGREEMENT.
- 31.3 Any and all prior ordinances, agreements, resolutions, practices, policies, and rules or regulations regarding the "terms and conditions of employment", to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE 32 - FINAL PAY

- 32.1 Various forms of final pay shall be provided to employees depending upon their length of service and circumstances under which they terminate their employment.
- 32.2 Accumulated Vacation Pay

Accumulated vacation pay is provided to benefit earning employees who have severed their employment with the EMPLOYER including those whose final is a result of death. Accumulated vacation pay is paid in an amount equal to the accumulated vacation balance as of the date of termination, but not to exceed 240 hours, at the rate of pay in effect on the employee's last scheduled work day.

32.3 Final Pay

Employees who resign or retire in good standing and meet the following requirements will be eligible for final pay.

- 32.31 1. Written notice is provided in accordance with Article 22.11.
2. During the notice period, the employee is not absent from work for more than one day.
3. The termination is not for disciplinary reasons.
4. The employee has 20,800 hours of service with the EMPLOYER in a benefit earning status or whose termination is the result of death.

32.32 The amount of final pay shall be determined by multiplying, as of the date of termination, the employee's rate of pay in effect by the number of hours of accumulated vacation (240 hour maximum) plus one-half of the number of hours of accumulated sick leave up to a maximum of 600 combined total hours.

32.33 All final pay provisions are subject to the terms and conditions of the Health Care Savings Plan (HCSP) as outlined in Article 36.

32.34 Retiring employees have the option to convert their final pay to a fund for paying health and/or dental plan premiums as provided in Article 32.7 after meeting the requirements of the Health Care Savings Plan as outlined in Article 36.

32.4 Failure to resign in accordance with the provisions of Article 22.11 and Article 22.12 of the AGREEMENT shall result in forfeiture of final pay as provided in Article 32.3.

32.5 Employees who retire may receive supplemental final pay based upon their term of service as defined in Article 32.1.

32.6 In the event of death of an employee, all unpaid wages, accumulated vacation leave plus 50 percent of sick leave not to exceed 600 combined total hours, pro-rated longevity, deferred holiday hours, and accumulated compensatory time accumulating to the date of death shall be paid to the decedent's estate representative in accordance with applicable probate law and Minnesota Statutes Section 181.58.

32.7 Final Pay Conversion Program

32.71 The purpose of this Program is to create an opportunity for employees to voluntarily convert accrued final pay hours to a fund from which the EMPLOYER will pay the employee's premiums for EMPLOYER sponsored health and/or dental plans, without withholding state or federal income tax or FICA tax, as permitted by law, after termination of the employee.

32.72 The employee must irrevocably elect this Program, in writing on an appropriate form, at least 12 months prior to their expected employment termination date.

32.73 The Program can be used for any anticipated termination; it is not limited to retirements.

32.74 An employee can elect to convert any portion of their final pay into this Program once the provisions of the Health Care Savings are met as outlined in Article 36, with the remainder paid, and taxed, in the traditional manner. Any

hours of final pay that are converted count toward the employee's 600 hour lifetime final pay maximum.

- 32.75 If an employee elects conversion and subsequently changes their mind about terminating, the employee will not be required to terminate, but the election to convert will remain in effect.
- 32.76 Funds in this Program can be used to pay single or family premiums, but only for an EMPLOYER sponsored health/dental plan and only for premiums for the employee and their plan eligible dependents. The employee must be a plan participant in order for dependents to be enrolled and participation must continue, without interruption, from the point of termination. The employee is responsible for 100% of the premium. There is no contribution from the EMPLOYER for terminated employees.
- 32.77 The availability, design and benefit levels of the EMPLOYER'S health/dental plans are subject to change and cannot be guaranteed in any way; such changes are a risk of Program participation.
- 32.78 No interest is paid on funds in this Program.
- 32.79 Funds in this Program are forfeited upon the employee's death (before or after termination), if the employee terminates employment less than 12 months after making a conversion election or if the employee discontinues health/dental plan coverage for any reason.
- 32.80 Converted hours will no longer be available for use as vacation/sick leave prior to termination; upon acceptance of the Final Pay Conversion Designation form converted hours will be removed from the employee's leave balance(s) and charged to the employee's department with the employee's name divulged -- this does not, however, relieve the employee of the obligation to provide their department head the required advance written notice of their intended termination/retirement date.
- 32.81 Converted funds will be valued using the employee's hourly rate of pay at the point of their termination of employment.

ARTICLE 33 - LIABILITY PROTECTION

- 33.1 The EMPLOYER agrees to provide for liability protection for employees in the classification of Park Police Officer, Park Police Investigator or Park Police Corporal covered by this AGREEMENT. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty or criminal negligence.

ARTICLE 34 - HEALTH CARE SAVINGS PLAN

- 34.1 The EMPLOYER sponsors a health care savings plan as authorized by Minnesota law through which employees save pre-tax dollars in an account for eligible medical expenses and/or health care premiums after termination of public service.
- 34.11 Eligible employee - An employee who holds the status of full-time benefited and part-time benefited, as defined in ARTICLE 6.

- 34.12 Termination - For purposes of this plan, termination means 1) termination of public service, 2) retirement, 3) collecting a disability benefit from one of the public pension plans, 4) a medical leave of absence of six months or longer, and 5) a leave of absence of one year or longer.
- 34.13 Years of service - For purposes of eligibility for this plan, years of service are determined by the Years of Service Equivalency Rating approved by the EMPLOYER, as defined in ARTICLE 14.
- 34.2 Operation of the Health Care Savings Plan
 - 34.21 Contributions are negotiated by the employer and the UNION for union employees, are mandatory, and are made bi-weekly. Contributions are not subject to state or federal income tax, FICA or Medicare.
- 34.3 Contribution Amounts
 - 34.31 Eligible employees contribute 1% of their gross earnings upon hire into a full-time benefited or part-time benefited position, as defined in ARTICLE 6.
 - 34.32 50% of final pay if eligible employees have at least 10 years of service (20,800 hours) but fewer than 15 years of service (31,199 hours) at the time of termination, or
 - 34.33 75% of final pay if eligible employees have at least 15 or more years of service (31,200 hours plus) at the time of termination.
- 34.4 Plan Management
 - 34.41 The plan is administered by the Minnesota State Retirement System (MSRS).
 - 34.42 Employees select from different investment options for their account which are provided by the Minnesota State Board of Investment (SBI).
 - 34.43 Employees will receive a personal identification number (PIN) from MSRS that allows them to access their account. Employees may access and manage their account and change investment options at any time.
- 34.5 Fees
 - 34.51 MSRS charges an administrative fee which will be deducted from the employee's account. Fees are subject to change and are set by MSRS.
 - 34.52 SBI charges an investment fee on each investment SBI makes on behalf of the employee. Fees are subject to change and are set by SBI.
 - 34.53 Employees receive a statement of their account balance from MSRS or a vendor sponsored by MSRS.
- 34.6 Eligible Expenses and Receipt of Benefits
 - 34.61 Those medical expenses authorized by the Internal Revenue Service such as dental, long-term care, and Medicare B Premiums.

34.62 Claims are reimbursed on a regular basis by MSRS. Reimbursements may be held until minimum levels.

34.63 Upon the employee's death, their spouse and dependents may access the account to pay for eligible medical expenses. If there is no spouse or dependents, the account balance will be paid to a designated beneficiary or to the estate. In such cases, payment is subject to state and federal taxes, but is still exempt from FICA.

ARTICLE 35 - SHIFT DIFFERENTIAL

35.1 Effective with the signing of this AGREEMENT, the shift differential shall be \$1.10 per hour and shall be paid for all hours worked between 6:00 PM and 5:00 AM.

ARTICLE 36 - COURT DUTY

36.1 Employees who are required or who are assigned to appear in court because of an arrest made in the performance of their duties and responsibilities on the employee's scheduled day off, shall receive a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.

36.2 Employees who are required or assigned to be in a "stand-by status", pending a court appearance because of an arrest made in the performance of their duties and responsibilities on the employee's scheduled day off, shall receive three (3) hours of pay at the employee's base hourly rate. All payments to said employee shall be subject to verification by an Officer of the Court and in accordance with the EMPLOYER'S administrative policies governing payment.

ARTICLE 37 - DURATION AND PLEDGE

37.1 This AGREEMENT shall be effective January 1, 2022 through December 31, 2024.

37.2 If either party desires to terminate or modify this AGREEMENT, effective as of the date of expiration, the party wishing to modify or terminate the AGREEMENT shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided that the AGREEMENT may only be so terminated or modified effective as of the expiration date.

37.3 In consideration of the terms and conditions of employment established by this agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the AGREEMENT:

37.31 The UNION, its officers or agents, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or part from the full, faithful performance of their duties of employment.

37.32 The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

AGREED to this 18th day of February, 2022, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the EMPLOYER and the UNION.

FOR THE EMPLOYER:

John Gunyou

Board Chair, Three Rivers Park District
Board of Commissioners

Boe R Carlson

Superintendent and Secretary to the Board,
Three Rivers Park District

Joshua Foust

Interim Director of Public Safety,
Three Rivers Park District

Chris DeLisi

Director of Human Resources,
Three Rivers Park District

FOR THE UNION:

Renee Tachman

Representative, Law Enforcement
Labor Services

Brent Wiebusch

Representative, Law Enforcement
Labor Services

Representative, Law Enforcement
Labor Services

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Participants

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2. Boe R. Carlson (boe.carlson@threeriversparks.org)
3. Joshua Foust (joshua.foust@threeriversparks.org)
4. Renee Zachman (rzachman@lels.org)
5. Brent Wiebusch (brent.wiebusch@threeriversparks.org)
6. Chris DeLisi (Chris.DeLisi@threeriversparks.org)

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