

LABOR AGREEMENT
BETWEEN
THE CITY OF WABASHA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(Local No. 427)

January 1, 2022 through December 31, 2024

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**LABOR AGREEMENT BETWEEN THE
CITY OF WABASHA AND
LAW ENFORCEMENT LABOR SERVICE, INC.
(WABASHA POLICE DEPARTMENT)**

This Agreement entered into as of January 1, 2022 by and between the City of Wabasha, a municipal corporation, (hereinafter referred to as the "City") and Law Enforcement Labor Services, Inc. (hereinafter referred to as "Union") as exclusive bargaining agent for the employees in the bargaining unit set forth in Article I below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as one way of conducting its relations with its employees' and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are so consonant with the paramount needs of the City, and its citizens;

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions where not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruptions of work and interference of the efficient operation of the City and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by statutes of the State of Minnesota City Charter and City Ordinances and Resolutions.

ARTICLE I. RECOGNITION

- 1.1 The City recognizes the Union as the exclusive bargaining representative for all police officers employed by the City of Wabasha, Minnesota, in the Police Department, as governed by M.S. 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 1.2 The City agrees that there shall be no intimidation, coercion, or discrimination against any of the employees covered by this Agreement because of their legal activities in the Union.
- 1.3 The City and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex or national origin.

ARTICLE II. GRIEVANCES

2.1 DEFINITION OF A GRIEVANCE

A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of the specific expressed provisions of this Agreement.

2.2 PROCEDURE

Grievances, as defined by Section 2.1, shall be resolved in conformance with the following procedure:

Step 1: The employee who has a grievance shall submit it in writing within ten working days from the date the grievance arose to the Chief of Police. The supervisor shall give a written answer within ten (10) working days after such presentation by such employee; upon request of employee said answer shall be in writing.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing by the employee to the City Administrator, or a designated representative, within seven working days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union Steward. The written reasons shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The City Administrator, or the designated representative, shall discuss the grievance within ten (10) working days with the Union Steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Administrator (or a designated representative) and the Union Business Agent. If no settlement is reached, the City Administrator, or the designated representative, shall give the City's written answer to the Union Business Agent within ten (10) working days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Police Civil Service Commission within ten (10) working days after the City Administrator's or a designated representative's answer in Step 2. A meeting between the City Administrator or a designated representative, and the Chief Union Steward shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, settlement shall be reduced to writing and signed by the City Administrator or the designated representative and the Union Business Agent. If no settlement is reached, the City Administrator, or the designated representative, shall give the City's written answer to the Union within ten (10) working days following the meeting.

If the grievance is not settled in accordance with the foregoing Grievance Procedure, the Union may refer the grievance to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) working days after receipt of the City's answer in Step 3. If the grievance is submitted to Mediation and is not resolved, it

may be appealed to arbitration within ten (10) working days of the end of the mediation.

The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, 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.

2.4 ARBITRATOR AUTHORITY

The Arbitrator selected shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issues submitted in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions on whether the City violated any law, rule, or regulation, except to determine whether a decision would be 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 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 both the City and the Union 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.

2.5 WAIVER

It is expressly understood and agreed that if a grievance is not presented within the time limit(s) set forth above, it shall be considered "waived." If a grievance is not appealed to the succeeding step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the time limit(s) specified, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next procedure.

2.6 The term "working days" as used in this article shall mean the days Monday through Friday inclusive (excluding holidays).

2.7 The parties hereto may, by mutual written agreement, agree to submit more than one grievance to the Arbitrator.

2.8 The fee and expenses of the Arbitrator shall be divided equally between the City and Union; provided that, however, each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the City except as provided in this Article or as otherwise required by law. 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.

ARTICLE III. HOURS AND OVERTIME

3.1 This article is intended only to define the normal hours of the week and to provide a basis of the calculation of overtime pay. Nothing herein shall be construed as a guaranty of hours of work per day, week or per week.

3.2 Work Schedule:

Section 1. Normal work year shall consist of 2,080 hours to be accounted for by each Employee through:

Scheduled hours of work
Holidays
Roll Call
Required Training

Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 2. Employees shall be compensated at the rate of one and one-half times (1½) their regular, base rate of pay for all overtime work as defined in this Agreement. Overtime shall be defined as time worked in excess of an assigned shift or time worked beyond 171 compensated hours in a twenty-eight (28) day pay period. The 28-day pay period shall be determined by the Employer. The periods shall be consecutive, shall not overlap, and shall be the same for all employees. Overtime will be calculated to the nearest fifteen (15) minutes. Any shift change requires a five (5) day notice, excluding emergencies. If under five (5) days, overtime shall be treated as compensatory time or cash at the discretion of the Employer.

3.3 Overtime shall be considered any regular duty assigned or delegated, above an employee's normal shift. Employees may be assigned overtime at the discretion of the employer. Employees shall be required to work overtime unless excused by the employer. In the case of a staffing emergency, as defined herein, an officer will be required to work overtime to meet the staffing needs of the employer. A staffing emergency would arise in the event of insufficient coverage for a defined period of time to provide public safety for the City of Wabasha residents and other contract work. This staffing emergency may result from illness, injury, or situational emergencies as determined by the Chief of Police.

3.4 Officers shall be entitled to receive on-call pay as provided in Article 3.7 when they are given less than 24 hours' notice of cancellation of appearance. Court Time outside a normal work shift: Any Officer who is required to attend court because of

his work or at the discretion of the Chief of Police will receive a minimum of two (2) hours pay.

- 3.5 Compensatory time shall be taken either as compensatory time or in cash and no more than one hundred (100) hours may be accrued.
- 3.6 Employees have the option to convert compensatory time to overtime pay two (2) times per year on the first pay period in March and in August. A maximum total of eighty (80) hours compensatory time may be converted annually.
- 3.7 Any employee who is directed to remain on-call for a designated period of time shall receive compensation at the rate of twelve percent (12%) of their base rate of pay for each hour on-call hours. On-call shall mean remaining accessible to a telephone in order to respond immediately to call back for active duty. On-call hour(s) shall be designated, recorded, and reported to payroll by the Chief of Police.

ARTICLE IV. SALARIES AND LONGEVITY

- 4.1 Employees' base hourly rates of pay shall be set forth in Appendix A. Employees will be paid on the 1st and 15th of the month with a pay calendar created annually for all employees by Administration to ensure consistency and to lessen confusion on overtime hours worked.

ARTICLE V. MANAGEMENT RIGHTS

- 5.1 It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and/or services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and/or transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge and/or relieve employees due to lack of work and/or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment and/or facilities. The assignment of employees to various shifts and jobs within the Police Department shall be at the sole discretion of the City.

ARTICLE VI. UNION OFFICIALS

- 6.1 There shall be no more than two Union Stewards from the Police Department.
- 6.2 The Steward(s) and the other Union officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their

work stations. The Union shall furnish the City with a complete and current list of its officers, stewards and grievance committee members and update said list within ten (10) working days of any change of steward(s) and/or other Local Union officials.

- 6.3 Representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City for the purposes of investigating or discussing grievances if they have first obtained permission from the Chief of Police, City Administrator or a designated representative, provided that the Union representative does not interfere with the work of the employees and reports back to the City Administrator after completion of investigation or discussion of grievances.
- 6.4 The Union agrees that Union activity of any kind or nature shall be conducted in such a manner so as to not interfere with the performance of the employee's duties.

ARTICLE VII. DISCIPLINE

- 7.1 The employer will discipline for just cause only. Discipline will be in one or more of the following forms:
- a. Oral reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Demotion, or
 - e. Discharge
- 7.2 Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.
- 7.3 Prior to any formal termination or suspension hearing, the employee and the employee's representative shall be given notice and an opportunity to respond to any charges or allegations against him/her in a meeting between the employee and his/her representative together with the Chief of Police and City Administrator, or designated representative. In the event that the Chief of Police and City Administrator, or designated representative determine that disciplinary action is still warranted following such meeting, the matter shall be referred to the Police Civil Service Commission, which shall try the charges after no less than ten (10) days written notice to the employee. The Commission shall then convey written notice of their decision to the employee. Such notice shall set forth all charges as filed. The hearing on such charges shall be open to the public and be in compliance with Minnesota Statutes Chapter 419.
- 7.4 A. An oral reprimand may be reduced in writing for record keeping purposes. The oral reprimand may be referenced to in subsequent performance evaluations.
- B. Written reprimands, notices of suspension, and notices of discharge which are to

become part of an employee's personnel file, shall be read and acknowledged by the signature of the employee. The employee will receive a copy of such reprimands and/or notices.

- 7.5 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. Such questioning shall not be delayed more than five (5) working days.
- 7.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 7.7 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE VIII. SAFETY EQUIPMENT

- 8.1 The City agrees to provide safe working conditions for its employees, and employees agree that they will be aware of, know the uses of and will in all instances use all the safety equipment furnished to them by the City.

ARTICLE IX. JURY SERVICE

- 9.1 When an employee has been absent from work because of jury service, they shall be paid their regular salary by the employer with the understanding that, at the completion of jury service, the employee shall present their jury service check to Management. Notice of such Jury Service shall be presented to the City prior to such service to allow for schedule changes.

ARTICLE X. VACATIONS

10.1

<u>Years of Service</u>	<u>Rate of Credit</u>	<u>Hours Per Year</u>	<u>Maximum Accumulation</u>
1	4 hours	48	48
2 to 5	8 hours	96	192
6 to 10	10 hours	120	240
11 to 15	12 hours	144	288
16+	16 hours	192	384

- 10.2 Amount Allowed. Each permanent full-time employee in municipal service shall earn vacation leave with pay according to the table above. Adjustments are made monthly and shall be calculated based on the first month following the employee's service anniversary.

- 10.3 Vacation schedules shall be determined by the Chief of Police in accordance with departmental requirements and in accordance with table 10.1 above. Requests for vacation shall be made at least two weeks in advance. The Chief of Police or his designee shall review and notify the employee if the vacation request is approved or denied in a timely fashion, not to exceed ten (10) calendar days.
- 10.4 Vacation time shall be compensated at the employee's regular rate of pay. When a holiday occurs during a regular vacation, said holiday shall not be charged against earned vacation pay. Since the purpose of a vacation is to give an employee an opportunity to rest and relax, no additional compensation will normally be paid an employee in lieu of vacation.
- 10.5 Each employee who leaves the City employment for any reason, whether voluntary or involuntary will be paid for earned, unused vacation days that have been earned and not taken.
- 10.6 Unauthorized time off will not be charged against vacation. Such absences must be covered by payroll deductions.
- 10.7 Where there are conflicts over a particular period, the senior person shall be given the preference. National Guard and Army Reserve will take precedence over vacations where a limited number of employees can be let off at any one time.
- 10.8 Employees shall cash out accrued and unused vacation hours in excess of their annual accrual limit based on years of service. Vacation hours cashed out pursuant to this provision shall be paid at fifty percent (50%) of the employee's regular rate of pay.

ARTICLE XI. LEAVES OF ABSENCE

- 11.1 An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant, and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two calendar weeks, his employment with the City automatically terminates.
- 11.2 If an employee is either on an approved leave of absence without pay for ten or more working days in any calendar month or is suspended for ten or more working days in any calendar month, or is absent without leave for three or more days in any calendar month without securing subsequent authorization for such leave, the employee shall not accrue any vacation or sick leave for that month. Any holidays occurring in conjunction with absence without leave, or leave without pay shall be forfeited by the employee.
- 11.3 When the interests of the City can be benefitted, the Police Commission may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointment authority is willing, either to allow the position from which

leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

ARTICLE XII. HOLIDAYS

12.1 All permanent full time employees shall receive the following twelve (12) paid holidays per year:

New Year’s Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Floating Holiday (1)	Christmas Day

Employees are entitled to the following: Eight (8) hours regular pay, or time off at the officer's discretion for twelve (12) holidays Officers will be paid time and one-half while working a holiday. Employees shall receive the aforementioned holiday compensation on the payroll period of the holiday.

All permanent employees shall receive one (1) personally scheduled holiday, referred to in the Agreement as floating holiday, each calendar year. The floating holiday consists of eight (8) hours. The floating holiday hours may be arranged in advance with the Employer in increments greater than four (4) hours. Floating holidays may not be accumulated from year to year. (A new permanent employee shall receive a prorated number of floating holiday hours for the balance of the calendar year at the rate of four (4) hours for every full six (6) months remaining in the calendar year.)

12.2 Employees required to work any portion of their shift a holiday shall be paid at one and one-half times (1½) their regular hourly rate of compensation.

ARTICLE XIII. SICK LEAVE

13.1 Amount. Every permanent full-time employee is entitled to sick leave with pay earned at the same rate as vacation outlined in Section 10. Sick leave may be accumulated to a maximum of 75 days or the prorated amount of 75 days based upon their average work week.

13.2 Purposes. Sick leave may be granted to employees not on personal leave when the employee is unable to perform work duties due to illness, disability, necessary medical treatment, dental, chiropractic care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Employees may also use sick leave due to an illness of or injury to the employee’s spouse, child, adult child father, mother, brother, sister, spouse's mother

or father, grandparent, or grandchild, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury, for such reasonable periods of time as the employee's attendance may be necessary. Sick leave may also be granted for a maximum of three days for the death of an employee's spouse, children, parents, step-parents, father, mother, grandparents, brother or sister, or the death of a spouse's mother or father; and a maximum of eight hours shall be allowed for the death of a non-immediate family member or friend.

ARTICLE XIV. SEVERANCE PAY

- 14.1 All permanent full-time employees who have successfully completed their work trial period, upon retirement, to ruination or death, shall be entitled to sixty percent (60%) of the unused sick leave as severance pay. For the purpose of computing severance pay, sick leave accumulation shall not exceed 75 days of the prorated amount for semi-full-time employees.

Employees discharged for just cause shall not receive severance pay, and employees not leaving City employment in good standing may, by City Council discretion, be declared ineligible for severance pay.

ARTICLE XV. WORKERS COMPENSATION

- 15.1 Workers' Compensation leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Workers' Compensation Act of the State of Minnesota as amended, arising out of and in the course of City employment.
- 15.2 The employee agrees and shall be obligated to turn over to the City all amounts received by the employee as temporary weekly compensation under the Act until certified by appropriate medical authority selected by the City as being capable of performance of assigned duties.
- 15.3 Any full-time employee who is employed by the City and is injured on their regular job, shall be entitled to full pay up to a period of ninety (90) days while they are absent from work by reason of such injury, and their accrued sick leave will not be charged until after and beginning with the 91st day of absence from work by reason of such injury. An employee who claims an absence from work due to an injury sustained on their regular job is subject to examination to be made on behalf of the City by a person competent to perform the same and as is designated by the City. Where doubt exists as to the employee's physical and mental capability to perform, the employer shall have the right to require the employee to take a medical examination at the City's expense at a reasonable time.
- 15.4 Nothing in this Article shall be construed to limit the City's right and authority as specified in Article V.

ARTICLE XVI. MILITARY LEAVE

- 16.1 Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed fifteen (15) days in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges due to such absences.

ARTICLE XVII. HEALTH INSURANCE

- 17.1 Employees and Dependents. Employees shall be eligible to receive the same health and dental insurance benefits as other City employees, including but not limited to premium and VEBA or HSA contributions.
- 17.2 Duration. Any employee terminated voluntarily or involuntarily for reasons other than gross misconduct is entitled to continue coverage for 18 months or until the employee is covered under another group health plan as the result of employment, re-employment, or marriage, or becomes entitled to Medicare, Medicaid or public assistance benefits at the employees' costs as per COBRA. Under the law, employees who would otherwise lose coverage due to reduction in hours may remain in the health plan. Non-employees can elect to retain group health care coverage for 36 months if a member of their family who has group health insurance dies while employed by the city, a spouse is divorced or separated from a covered employee, a spouse becomes eligible for Medicare or Medicaid, or public assistance benefits, or a dependent child turns 18 and would otherwise lose coverage. A conversion option is required for qualified beneficiaries after the 36-month coverage period. The City may charge individuals and families choosing the continued coverage up to 102 percent of the applicable costs, defined as a reasonable estimated of the cost of providing coverage for a similarly situated beneficiary.

Under Minnesota law (Minn. Stat. 62A.17), within ten (10) days of termination, the City must notify the employee of the right to continue coverage.

ARTICLE XVIII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 18.1 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or

ARTICLE XIX. TRAINING

19.1 Notwithstanding the fact that the responsibility to maintain State (Police Officer Standard and Training) certification with individual employees, the City will cooperate with employees to assist in all areas of training, including:

- A. Make information regarding training programs available to employees.
- B. When prior approval is received from the Chief of Police, all reasonable costs incurred in such training shall be paid to include:
 1. The Employer shall pay employees for all required training time including travel time per F.L.S.A. and other necessary expenses incurred in training.
 2. The Employer shall reimburse employees for reasonable costs incurred in obtaining state required P.O.S.T. training, including but not limited to mileage, meals and lodging.
 3. Employees shall be paid mileage at the current IRS rate if employee is mandated to use their own personal vehicle.
 4. Employer will pay post board licensing cost for employees.

ARTICLE XX. FUNERAL LEAVE

20.1 Employees may use a maximum of three (3) sick days with pay during each twelve months of employment after completion of the initial probationary period because of a death in the immediate family of the employee including spouse, children, parents, step-parents, brothers and sisters, grandparents and spouses parents. Such leave shall not be accumulative in the event it is not used during that period.

ARTICLE XXI. UNIFORM ALLOWANCE

- 21.1 The City will provide for all new employees and reasonably replace thereafter all required uniforms and equipment at no cost to the employee, in accordance with 21.2 below.
- 21.2 Full time employees will have an allotment of seven hundred fifty dollars (\$750.00) as a clothing allowance, which will be disbursed on a reimbursement basis when receipts are

submitted for qualified purchases. Items purchased for, reimbursement must be police uniform or safety related (i.e. holster, flashlights, boots and uniform clothing). On December 31 of each year all permanent employees unused uniform allowance allotments shall be transferred into a law enforcement training fund. With the Chief of Police's approval these additional training funds shall be utilized by permanent employees to subsidize payment of MN POST accredited law enforcement training.

- 21.3 If at any time the Chief of Police finds any part of an officer's uniform to be unserviceable, the officer shall replace it within five (5) working days. If such an event occurs and the officer's uniform allowance has been depleted, or insufficient funds are available, the city shall pay for the replacement and charge the officer's pay for the amount of the replacement. Such charges shall be withheld from the pay period following the purchase.

ARTICLE XXII. DEDUCTION OF DUES

- 22.1 Employer hereby agrees to deduct from the wages of the employees governed hereby monthly dues as designated by the Union and the same be payable at the end of each month to Law Enforcement Labor Services, Inc., subject only to authorization being signed by each employee involved.

ARTICLE XXIII. SEVERABILITY

- 23.1 If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIV. SENIORITY

- 24.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 24.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the one year probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 24.3 A reduction of work force will be accomplished on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

ARTICLE XXV. SHIFT DIFFERENTIAL

25.1 Employees working between the hours of 6:00 pm and 6:00 a.m. shall receive a shift differential of \$1.00/hour for all hours worked.

ARTICLE XXVII. DURATION

27.1 This Agreement shall remain in full force and effect from the January 1, 2022 through December 31, 2024 upon acceptance by the City and the Union.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this ⁵ _____ day of Novemeber, 2021.

FOR THE CITY

DocuSigned by:
Caroline Gregerson
A0A1BACD9400400...

City Administrator

DocuSigned by:
[Signature]
189D7414FBE545C...
Mayor

FOR THE UNION

DocuSigned by:
Renee Zachman
A45F2130E8454E7...

Renee Zachman

DocuSigned by:
Rob Venz
ADEF107F4AD248D...
Robert Venz

APPENDIX A WAGE RATES

January 1, 2022

<u>Steps</u>									
1	2	3	4	5	6	7	8	9	10
\$25.58	\$26.09	\$26.61	\$27.14	\$27.68	\$28.25	\$28.82	\$29.40	\$30.57	\$31.18

January 1, 2023

<u>Steps</u>									
1	2	3	4	5	6	7	8	9	10
\$25.58	\$26.32	\$27.08	\$27.87	\$28.67	\$29.50	\$30.36	\$31.23	\$32.13	\$33.06

January 1, 2024

<u>Steps</u>									
1	2	3	4	5	6	7	8	9	10
\$26.35	\$27.11	\$27.89	\$28.70	\$29.53	\$30.38	\$31.27	\$32.17	\$33.09	\$34.05

If the Consumer Price Index for All Urban Consumers (CPI-U) for the Midwest Region is greater than 4.0% or less than 2.0% for any continuous 12-month period between July 2022 to January 2024, either party may elect to re-open the labor agreement to meet and negotiate the issue of wages for year 2024.

Specialty Pay:

Employees assigned to the position of School Resource Officer will receive 5% in addition to their base rate of pay.

Employees assigned to the position of Investigator will receive 6% in addition to their base rate of pay.

Work Performance:

If an Employee is on a performance improvement plan (PIP) at the time of step movement or COLA adjustment, the employee must first successfully complete the terms of the PIP. Once the employee successfully completes the terms of the PIP, the employee will receive their step increase and COLA adjustment retroactive to the original date of implementation.

Increases (step) shall be effective as follows:

1. All employees shall receive step increases effective January 1.