



2023, 2024 & 2025

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 37

Amended November 15, 2022

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ARTICLE 1 PURPOSE

This Agreement is hereby made and entered into between the City of Wayzata, a municipal corporation, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc. (LELS), Local No. 37, hereinafter called the UNION. It is the purpose and intent of this Agreement to express in written form the agreement of the parties hereto regarding terms and conditions of employment in the Wayzata Police Department.

ARTICLE 2 UNION RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative in a unit defined as all essential employees of the City of Wayzata Police Department, Wayzata, Minnesota, who are public employees within the meaning of Minnesota Statutes §179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE 3 DEFINITIONS

- **EMPLOYER:** The City of Wayzata
- **EMPLOYEE:** A member of the exclusively recognized bargaining unit
- **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
- **POLICE CHIEF:** The Police Chief of the City of Wayzata Police Department
- **SENIORITY:** A full-time Employee's length of continuous service with the Employer since Employee last hiring date. The last hiring date shall mean the date upon which an employee first reported for work at the direction of the Employer, since which Employee has not quit, retired, been transferred outside the Union or been discharged
- **UNION:** Law Enforcement Labor Services, Inc., Local No. 37 (LELS)
- **UNION STEWARD:** An employee, (up to two), appointed by LELS

ARTICLE 4 UNION SECURITY

- 4.1 The UNION will be allowed reasonable visitation by UNION representatives for the purpose of signing up new members and processing grievances.
- 4.2 The EMPLOYER agrees to allow the UNION to place a bulletin board in an approved location for the purpose of posting official notices and bulletins. The bargaining unit agrees that it will enforce the following: Items which reflect negatively on the UNION, EMPLOYEES or the City of Wayzata shall not be posted. All posted materials must be approved by a UNION representative. The EMPLOYER shall not be responsible for any materials posted on the bulletin board.
- 4.3 The EMPLOYER shall deduct per pay period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing, in writing, such deduction on a form designated and furnished by the UNION.
- 4.4 The UNION shall confirm to the EMPLOYER, in writing, the current amount of regular dues to be withheld as authorized by law. Should an employee wish to stop the deduction of Union dues the EMPLOYEE shall notify the EMPLOYER in writing of such intention at least five (5) working days prior to the effective date of the termination.

- 4.5 The UNION may designate up to two EMPLOYEES from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

ARTICLE 5 EMPLOYER AUTHORITY AND SECURITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel decisions, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 The Union and its members agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the EMPLOYER. Violations of this Article shall be grounds for disciplinary action and up to including discharge

ARTICLE 6 DISCIPLINE

- 6.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- A. oral reprimand;
 - B. written reprimand;
 - C. suspension without pay;
 - D. demotion; or
 - E. discharge.

Suspensions, demotions, and discharges will be in written form. An EMPLOYEE to be discharged shall first be suspended without pay for five days prior to the discharge taking effect.

- 6.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. The EMPLOYEE involved and the Union Steward will receive copies of any such reprimand and/or notice. EMPLOYEES may examine their individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 6.3 Grievances relating to this Article may be initiated by the Union as described in Article 7.3 of this AGREEMENT.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1 Union Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such Union Representatives and of their successors.
- 7.2 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 a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the EMPLOYEE and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.3 Procedure: Grievances shall be resolved in conformance with the following procedure:

Step 1: An EMPLOYEE claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The supervisor will discuss the grievance and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. To appeal a grievance not resolved in Step 1 to Step 2, the UNION must set forth in writing the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. This written appeal to Step 2 must be presented to the EMPLOYER within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed by the UNION in writing to Step 2 within ten (10) calendar days shall be considered waived.

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

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the City Manager or designated representative. The City Manager shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 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 Minnesota 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 Minnesota Public Employment Relations Board.

7.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the 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 so submitted.

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

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

7.5 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 or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time EMPLOYER 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.

7.6 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Equal Opportunity Commission (EEOC), Civil Service, and Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 4 of Article 7 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. 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 8 SENIORITY

8.1 Seniority, for the purposes of this Article, shall be determined by an EMPLOYEE'S length of continuous employment with the Wayzata Police Department. A seniority roster will be maintained by the Police Chief showing for each EMPLOYEE date of hire, time in grade and time within specific classifications.

- 8.2 Newly hired or rehired, EMPLOYEES will be on a twelve-month probationary period. During the probationary period a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the City.
- 8.3 When a reduction in the work force becomes necessary, the EMPLOYEE with the least seniority shall be laid off first. The last EMPLOYEE laid off shall be the first to be recalled for work. No new EMPLOYEES shall be hired during the two years following layoff of the affected EMPLOYEES until the layoff list has been exhausted.
- 8.4 Transfers, job classification assignments and promotions shall be made on the basis of past job performance and ability.

ARTICLE 9 VACATION

9.1 EMPLOYEES shall receive the following paid vacation leave, based upon the EMPLOYEE’S years of employment with the EMPLOYER:

0-5 years of service-	80 hours (6-2/3 hours per month)
6-11 years of service -	128 hours (10-2/3 hours per month)
12-13 years of service -	140 hours (11-2/3 hours per month)
14-15 years of service -	152 hours (12-2/3 hours per month)
16-17 years of service -	164 hours (13-2/3 hours per month)
18-19 years of service -	168 hours (14 hours per month)
20-24 years of service -	184 hours (15-1/3 hours per month)
25+ years of service -	192 hours (16 hours per month)

- 9.2 First preference for vacation leave and days off on Independence Day, Thanksgiving, Christmas and New Year's Day will be given to those EMPLOYEES having worked the same day in the preceding year(s). All other vacation leave shall be allocated for a specific period of time to that employee first requesting it.
- 9.3 At the end of the EMPLOYEE’S anniversary month of hire, EMPLOYEES shall only be allowed to carry over a maximum bank of 200 hours of unused vacation unless the EMPLOYEE has been denied a requested vacation during the previous 12-month period. If this occurs, the EMPLOYEE’S accrued unused vacation time may exceed the 200 hour maximum by the amount of vacation denied for a period of six months beyond their anniversary month of hire.

ARTICLE 10 SICK LEAVE

- 10.1 Each EMPLOYEE will earn 8 hours per month sick leave, to a maximum of 960 hours. Sick leave will be paid at the EMPLOYEE’S pay level at the time of illness, and in cases of prolonged illness the EMPLOYEE may also use vacation time after accumulated sick leave has expired. While on sick leave an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.
- 10.2 Sick leave will be granted for personal illness, injury or legal quarantine of the EMPLOYEE or the employee's immediate family including spouse, minor and adult children (includes biological, step, adopted, foster, or grandchildren) biological and step siblings, parents and step parents, mother and father-in-law, grandparents, and significant others/domestic relationship (an individual living with employee and share a common domestic life but who is not legally married to the employee). At the discretion

of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

- 10.3 Sick Leave Credit Pay Plan: Employees who leave employment voluntarily, resign, retire or who are terminated for reasons other than just cause shall as of the date of separation receive compensation for their sick leave in accordance to the following schedule to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS):

0-720 hours at a per hour compensation rate of 25% of the regular hourly rate of pay;

721-960 hours at a per hour compensation rate of 60% of the regular hourly rate of pay;

961-1056 hours at a per hour compensation rate of 85% of the regular hourly rate of pay

- 10.4 At the end of each year, EMPLOYEES with an accumulation of sick leave in excess of 960 hours will have the hours in excess of 960 hours converted at a per hour compensation rate of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

ARTICLE 11 SCHEDULED TIME OFF

- 11.1 EMPLOYEES working on the twelve-hour shift model who are scheduled to exceed the 2080 hour normal work year will have Scheduled Time Off (STO) to comply with the 2080 hour standard.

- 11.2 Usage of STO is at the discretion of the EMPLOYEE subject to approval by their Supervisor.

- 11.3 EMPLOYEES who leave employment with the City and have used more STO hours than they have accrued at the time of separation will owe the City for any hours used but not yet accrued. These hours owed will be deducted from the EMPLOYEE'S final paycheck.

ARTICLE 12 OFF DUTY EMPLOYMENT

All off-duty work must be approved in advance by either the Police Chief or the City Manager. Such work may be denied if it might adversely affect an EMPLOYEE'S on-the-job performance or if it might adversely reflect upon the department or the EMPLOYER.

ARTICLE 13 INJURED ON DUTY

EMPLOYEES are covered by Workers' Compensation, which covers injuries received on the job. The EMPLOYEE will be paid by the EMPLOYER the difference between Workers' Compensation and the EMPLOYEE'S regular pay up to one year per injury. The EMPLOYEE shall not lose sick leave for this type of injury. While on Workers' Compensation an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty. EMPLOYEE agrees to submit to a medical examination by a qualified physician to verify EMPLOYEE'S inability and/or continued inability to work. The EMPLOYER agrees to pay the cost of such examination.

ARTICLE 14 JURY DUTY, FUNERAL LEAVE AND SPECIAL LEAVES OF ABSENCES

- 14.1 Jury Duty: If an EMPLOYEE is called for jury duty the EMPLOYEE will be excused from work during that period. The EMPLOYER will pay the difference from that pay received

for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.

- 14.2 Funeral Leave: In the event of the death of an EMPLOYEE'S immediate family member, the EMPLOYEE will be granted up to three (3) shift days of emergency leave with pay. Immediate family shall be defined as spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunt, uncle or a like member of employee's spouses' family, as well as any member of the EMPLOYEE'S immediate household when a close relationship exists and has been designated by the EMPLOYEE to the EMPLOYER in advance. Additional emergency leave with pay may be granted at the sole discretion of the Police Chief. For the purpose of this provision the term "emergency leave with pay" shall mean sick leave.
- 14.3 Special Leaves of Absences: Family medical leave, parental leave, military leave and other statutory leaves shall be administered as per the applicable sections of the EMPLOYER'S current Personnel Policy.

ARTICLE 15 HOLIDAYS

- 15.1 EMPLOYEES shall receive 96 holiday hours that represent the twelve (12) holidays listed below. EMPLOYEES hired after the first of the year will receive holiday hours equivalent to the City observed holidays remaining for the year. All holiday hours shall be considered floating holidays that may be used at the discretion of the EMPLOYEES subject to approval by their Supervisor.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday*
Easter
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 15.2 Holiday's Overtime: EMPLOYEES scheduled to work on holidays listed below shall receive overtime pay at one and one-half times the EMPLOYEE'S regular base pay rate.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday*
Easter
Memorial Day

Labor Day
Veterans' Day
Christmas Eve

*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 15.3 Holiday's Double time: EMPLOYEES who work on the holidays listed below shall receive overtime pay at two times the EMPLOYEE'S regular base pay rate.

Independence Day
Thanksgiving
Christmas Day

- 15.4 Any holiday leave not used on or before December 31 of each year will be deemed forfeited and shall not carry over into the next calendar year.

- 15.5 EMPLOYEES hired after July 1 may be allowed to carry over a prorated amount of floating holiday hours into the next year. The amount of permitted carry over will be determined upon the EMPLOYEE'S completion of FTO. If warranted, the EMPLOYEE'S supervisor shall submit the amount of permitted carry over Floating Holiday hours to HR before December 31 to be used before the end of the following year.

- 15.6 EMPLOYEES who leave employment with the City and have used more floating holiday hours than actual holidays have occurred at the time of separation will owe the City for any hours used for holidays that have not yet occurred. These hours owed will be deducted from the EMPLOYEE'S final paycheck.

ARTICLE 16 HOURS OF WORK AND OVERTIME

- 16.1 The regular scheduled work day for employees shall be no less than eight (8) hours and no more than twelve (12) hours depending on type of schedule. The normal work year is 2,080 hours and to be accounted for by each EMPLOYEE through:

- hours worked on assigned shifts;
- holidays;
- assigned training;
- authorized leave time

- 16.2 The Police Chief is responsible to ensure that the shift schedule throughout the work year equals 2080 hours. It is understood that the EMPLOYEE shall continue to have the opportunity to release this obligation through the EMPLOYEE'S participation in departmental training activities outside of the EMPLOYEE'S normal working hours. All hours remaining which are not charged to training shall be assigned to the EMPLOYEE by the Police Chief or designee for regular police duties. The Police Chief or designee shall maintain individual time records for each EMPLOYEE to ensure that the intent of this section is met and submit to Human Resources on January 1st of every year.

- 16.3 Overtime shall be at the rate of time and one-half and defined as all hours worked in excess of the EMPLOYEE'S regularly scheduled shift, eight consecutive work days, in excess of the average work week, or 2,080 hours in any calendar year.
- 16.4 The Police Chief or designee shall post all shift schedules five days or more in advance. All shifts projected to fall below minimum staffing requirements shall be filled without the use of overtime whenever practical. However, when a shift becomes available within a five-day period and is to be filled by overtime it shall be offered in the following order:
1. As equally as practicable to EMPLOYEES
 2. If a shift is not filled by an EMPLOYEE, the shift will be offered to a Sergeant
 3. If still not filled, then required to be split as equally as possible between the EMPLOYEES scheduled to work both adjoining shifts.
- 16.5 Overtime shifts available more than 5 days out will be distributed as equally as practicable. For the purposes of scheduling, this section shall apply to available shifts within the patrol division and contractual overtime.
- 16.6 Overtime refused by EMPLOYEES will for record purposes under Section 16.5, be considered as unpaid overtime offered for tracking purposes.
- 16.7 Overtime will be calculated to the nearest fifteen (15) minutes.
- 16.8 All EMPLOYEES will be allowed thirty minutes of work relief periods for each four (4) hours worked, which shall include coffee breaks and meals. This will be taken when affordable during such an EMPLOYEE'S regular tour of duty.
- 16.9 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 16.10 Overtime shall be paid in the pay period it is earned.

ARTICLE 17 CALL BACK

Any EMPLOYEE called back to work at a time other than their normal regularly scheduled shift shall be paid for a minimum of three (3) hours at time and one-half the EMPLOYEE'S regular rate of pay. An extension or early report to a regularly schedule shift for duty does not qualify the employee for the three (3) hours minimum.

ARTICLE 18 STANDBY

EMPLOYEES required to be on call or on standby shall receive one-half hour's pay for each hour.

ARTICLE 19 COURT TIME

19.1 A minimum of three (3) hours overtime will be paid for court time while an EMPLOYEE is off-duty. All court time in excess of three (3) hours also will be paid at the overtime rate. The term "court time" shall include all time between the time at which such an EMPLOYEE is directed to appear and the time at which the employee is released by the attorney ordering the EMPLOYEE'S appearance. This shall include all recesses and lunch periods during which an EMPLOYEE is not permitted to return to the employee's normal activities.

- 19.2 An EMPLOYEE will be paid mileage in an amount established annually for all City employees by the Federal IRS mileage rate per mile from home and back for a job related court appearance outside of Wayzata but within the Twin Cities area. An EMPLOYEE will be reimbursed for necessary parking fees and meals while attending court. If an EMPLOYEE is required by the EMPLOYER to attend court outside the Twin Cities area, the EMPLOYEE will be reimbursed for all necessary expenses connected therewith, including lodging.
- 19.3 Court Cancellation Pay: An EMPLOYEE who is scheduled to testify in court during off-duty time, but the court appearance is subsequently cancelled within less than 24 hours prior to the court appearance date and time, shall be paid three (3) hours pay at the EMPLOYEE'S base rate of pay. If the court appearance is canceled more than 24 hours in advance of the scheduled court appearance, the EMPLOYEE shall not receive any payment. The EMPLOYEE shall be responsible for contacting the City or County Attorney's office more than 24 hours before the court appearance date to verify the court appearance. Failure of the EMPLOYEE to verify the court appearance shall result in the loss of any payment pursuant to this section.

ARTICLE 20 UNIFORMS

The EMPLOYER will buy police EMPLOYEES all necessary uniforms, and civilian clothes for Investigator, including approved foot wear, as well as equipment and replacements.

An EMPLOYEE assigned to Investigation may purchase required clothing and equipment not to exceed \$1,100 for the two-year assignment. These purchases shall be reimbursed or charged directly to the EMPLOYER. Refusal to purchase any needed replacements shall be subject to the grievance procedure. Standard and seasonal changes will be posted in the squad room at City Hall.

ARTICLE 21 WAGES

21.1 EMPLOYEES will receive a one-time market adjustment in 2023 and 3.0% COLA increase for 2023, 2024 and 2025

	2023		2024	2025
	Market Adjustment	3%	3%	3%
Police Officer - Step 1	\$31.33	\$32.30	\$33.27	\$34.27
Police Officer - Step 2	\$34.00	\$35.02	\$36.07	\$37.15
Police Officer - Step 3	\$36.75	\$37.85	\$38.99	\$40.16
Police Officer - Step 4	\$39.50	\$40.69	\$41.91	\$43.16
Police Officer - Step 5	\$42.25	\$43.52	\$44.82	\$46.17
	2023		2024	2025
Longevity Pay	Market Adjustment	3%	3%	3%
10 Years	\$42.92	\$44.25	\$45.58	\$46.94
15 Years	\$44.86	\$46.25	\$47.64	\$49.07

- 21.2 Specialty Pay: An EMPLOYEE assigned to *Firearms/Use of Force Instructor* duties by the Police Chief shall be paid a differential of \$125.00 per month above their regular hourly rate of pay. There can be no more than three (3) Firearms/Use of Force Instructor at one time.
- 21.3 An EMPLOYEE assigned to *Field Training Officer (FTO)* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay for no less than 90 days from being assigned to FTO duties for a trainee.
- 21.4 An EMPLOYEE assigned to *School Resource Officer* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay when performing SRO duties or that amount prorated for less than a full month. There can be no more than one employee assigned with this duty at one time.
- 21.5 An EMPLOYEE assigned to *Investigation* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay when performing Investigation duties or that amount prorated for less than a full month. There can be no more than two (2) employees assigned with this duty at one time.
- 21.6 An EMPLOYEE assigned to K-9 Handler duties by the Police Chief shall be assigned for the useful life of a service dog unless otherwise assigned by the Employer. The useful life of a service dog shall be determined at the discretion of the Employer.

A K-9 Handler shall receive one (1) hour of paid time off per shift scheduled to work for the daily care, training and feeding of the service dog, including shifts covered by using annual leave benefits such as sick, vacation, and floating holiday. The paid time off shall be included as part of the K-9 Handler's regularly worked scheduled shift hours. (e.g., a 12-hour shift would include one hour of paid time off under this section, and 11 hours of scheduled time.) If a K-9 Handler works a partial shift this method of compensating for the care of the service dog will be in effect.

A K-9 Handler shall receive one (1) hour of pay at the officer's overtime rate for each day not scheduled to work for the care, training and feeding of the service dog. This includes full shifts off where STO is used.

The K-9 Handler shall not receive one (1) hour of overtime for any days the K-9 handler is using annual leave benefits to cover their shift or when the dog is not under the K-9 Handler's custody, care and control.

Any additional time required for the care or training of the service dog must be approved in advance.

The K-9 handler will not receive K-9 compensation when the K-9 is not in their care (being boarded.) If the K-9 is need of being boarded, due to the K-9 handler being on a City approved vacation or medical leave, all boarding costs will be the responsibility of the City.

- 21.7 Expenses: Should an EMPLOYEE be required to use a private vehicle for City business, including court appearances, the EMPLOYEE will be paid mileage at the rate set by the Federal IRS mileage rate for the current year. Mileage will be paid from either the

EMPLOYEE'S home or City Hall, whichever is applicable in the given instance. The EMPLOYER will pay an EMPLOYEE for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools with the approved form submitted to the Finance Department.

ARTICLE 22 EDUCATION REIMBURSEMENT

All EMPLOYEES will be eligible for education/tuition reimbursement per the City's Education/Tuition Reimbursement Policy (attached as Appendix A.)

ARTICLE 23 INSURANCE

- 23.1 The EMPLOYER will offer EMPLOYEE the same medical and life insurance benefits which are offered to other City EMPLOYEES. In addition, EMPLOYEES will be covered by false arrest insurance paid for by the EMPLOYER, which shall include legal counsel for civil and criminal action when an officer is legally acting in the course of the EMPLOYEE'S duties.
- 23.2 An EMPLOYEE who is on an approved unpaid leave of absence that is not covered under the Family and Medical Leave Act of 1993 shall be eligible to continue participation in the EMPLOYER group medical insurance plan during the unpaid leave of absence provided that the EMPLOYEE pays the full premium for coverage with no contribution from the EMPLOYER.
- 23.3 Health Insurance premiums are determined by the EMPLOYER'S LOGIS Group Insurance, along with Gallagher (LOGIS' designated advisor). The EMPLOYER'S previous years' experience and ongoing claims will determine the LOGIS "bank" that the EMPLOYER will move to and what percentage increase it will be. This information will be presented at the EMPLOYER'S annual Open Enrollment for 2023, 2024 and 2025.
- 23.4 Full single health insurance coverage shall be paid by the EMPLOYER and the EMPLOYER will deposit \$250.00 per month in the HSA account of single health insurance coverage employees.
- 23.5 The EMPLOYER also provides a basic life insurance policy of \$15,000. Additional life insurance may be added at the EMPLOYEE'S expense.
- 23.6 The EMPLOYER offered a dental insurance plan for EMPLOYEE and their families subject to the terms of the insurance policy. The EMPLOYER'S contribution toward the dental premium cost for the EMPLOYEE and family will be subject to the EMPLOYER'S insurance contribution as set forth in Section 23.3 above. Any additional cost shall be at the EMPLOYEE'S expense through payroll deduction.

ARTICLE 24 FITNESS/GYM MEMBERSHIP

An EMPLOYEE who has a fitness/gym membership shall receive up to \$30 per month towards that membership, which will be treated as ordinary taxable income to the EMPLOYEE according to IRS regulations. The EMPLOYER will pay the EMPLOYEE on the first pay period of January following the previous year's fitness/gym membership. The EMPLOYEE will turn in documentation on January 1st of every year that confirms the yearly fitness/gym membership has been paid and submit to Human Resources for reimbursement.

ARTICLE 25 TRAINING

The EMPLOYER will attempt to provide training for EMPLOYEES in meeting their continuing education requirements of the Peace Officer Standards and Training Board. Class time spent in completing EMPLOYER required training in excess of the average workweek will be compensated at the overtime rate.

ARTICLE 26 SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such a decision of the court shall apply only to the specific article, section or portion hereof directly specified in said decision, and the remainder of this Agreement shall remain in full force and effect. The specific article, section or portion so voided may be renegotiated at the written request of either party.

ARTICLE 27 DURATION

Except as herein provided, this Agreement shall be effective January 1, 2023 and shall continue in full force and effect until December 31, 2025 and thereafter until modified or amended by mutual agreement of the parties or until canceled by either party upon ten days' written notice to the other. Either party desiring to modify or amend this Agreement shall notify the other in writing by August 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act as amended.

ARTICLE 28 EXECUTION

This Agreement is executed and signed by the parties hereto through their lawfully designated officers, pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the members and officers of Law Enforcement Labor Services, Inc., Local No. 37 on this 15 day of November, 2022.

IN THE PRESENCE OF:

Kathy Lewis
Witness

Kathy Lewis
Witness

FOR THE CITY OF WAYZATA:

By: [Signature]
Mayor Johanna Mouton

By: [Signature]
City Manager Jeffrey Dahl

**FOR LAW ENFORCEMENT LABOR SERVICES
INC., (LELS), LOCAL NO. 37:**

[Signature]
Witness

Sean McKnight
Witness

By: [Signature]
Union Steward Brandon Haapoja

By: Brian Bone
Union Representative Brian Bone

APPENDIX A

Between the City of Wayzata

AND

Law Enforcement Labor Services, Inc.

EDUCATION/TUITION REIMBURSEMENT POLICY

It is the intent of the City of Wayzata to provide the citizens of Wayzata with a well-qualified and trained staff. As a part of its annual budget process, the City Council will consider the training and professional development needs of each department. It is the primary objective of the training program that training dollars are spent on learning which addresses organizational goals and follows a progression of skill development.

All regular City employees are eligible to participate, however, it is the expectation of the City of Wayzata that new hires come to the City fully qualified for their position. Therefore, training beyond incidental levels shall not be provided during an employee's first year of service.

Completion of additional training or education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable courses may be taken during the work day with prior approval from the department head.

Training

- The City will pay for job-related, position specific training approved by the Department Head and City Manager and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training.
- The City will pay for, or reimburse employees for, any and all training required by the City to attain or maintain job-related certification.
- Conference and seminar training meals and lodging shall be provided for, if necessary, for in-state and out-of-state training. Travel expenses for in-state training shall be provided through the budget process. Travel expenses shall be provided for out-of-state training with prior approval of the Department Head and City Manager.
- The Finance Manager will maintain records on all employee training done at City expense and report annually on the training received and funds expended.

Education

- Employees participating in a job-related Bachelor's Degree program at an accredited college or university or post-secondary classes at accredited colleges, universities, and vocational/technical institutes can apply for City reimbursement for 50% of the cost of tuition, books and laboratory fees. Any other fees, including fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees are not eligible for reimbursement.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head and City Manager to be job-related and a benefit to the employer before the employee registers for the class.

- Reimbursement will only be made upon receipt of a “C” or better for the course. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
- Reimbursements are on a first come, first served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Manager shall determine how to apportion the available funds.
- The Finance Department will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.

In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City