

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF WORTHINGTON**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**FOR**  
**L.E.L.S. LOCAL #274**  
**SUPERVISORS**



**January 1, 2022 through December 31, 2024**

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## **ARTICLE 1. PREAMBLE AND STATEMENT OF PURPOSE**

- 1.1 This AGREEMENT is made and entered into between the City of Worthington, (hereinafter referred to as the EMPLOYER) and the Law Enforcement Labor Services, Inc., (hereinafter referred to as the L.E.L.S.)
- 1.2 The intent and purpose of this AGREEMENT is to:
  - 1.2.1 Provide an orderly procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
  - 1.2.2 To set forth herein the full and complete formal understanding of the parties concerning rates of pay, hours and other conditions of employment for the duration of the AGREEMENT.
- 1.3 The EMPLOYER and the L.E.L.S. through this AGREEMENT shall continue their dedication to the highest quality police service and protection to the residents of Worthington. Both parties recognize the AGREEMENT as a pledge of this dedication.

## **ARTICLE 2. DEFINITIONS**

- 2.1 EMPLOYEE - A member of L.E.L.S.
- 2.2 REGULAR BASE PAY - An Employee's monthly rate of pay exclusive of any longevity or overtime pay or any other supplemental pay.
- 2.3 EMPLOYER - The City of Worthington or its designated representative.
- 2.4 SHIFT - A continuous eight (8) hour or ten (10) hour work period.
- 2.5 EMERGENCY - A situation or condition so defined by Director of Public Safety, such as weather conditions, natural disasters, major fires, major accidents, but not limited to the above examples.
- 2.6 DEPARTMENT HEAD - The Director of Public Safety or designated representative.
- 2.7 GRIEVANCE - A dispute over the interpretation of the provisions of the AGREEMENT.
- 2.8 TRANSFER - The transfer of an Employee from a position in one class to another position in the same class, where both positions carry the same rate of compensation.

## **ARTICLE 3. RECOGNITION**

- 3.1 The EMPLOYER recognizes L.E.L.S. as the exclusive representative under Minnesota Statutes, Section 179A.12, for all essential supervisory employees of the classification of Sergeant, Administrative Sergeant and Radio Dispatch Supervisor employed by the City of Worthington Police Department excluding the Director of Public Safety and the Captain.
- 3.2 Should there be any dispute as to a new position established during the life of this

AGREEMENT both parties agree to refer such dispute to the State Bureau of Mediation Services for the determination.

#### **ARTICLE 4. L.E.L.S. SECURITY**

- 4.1 L.E.L.S. may designate two (2) Employees from the bargaining unit to act as representatives, who shall have the right to process grievances as necessary during normal working hours without loss of time or pay provided permission has been granted from the representative's supervisor. L.E.L.S. shall inform the EMPLOYER in writing of such choice and of any changes in L.E.L.S. representatives.
- 4.2 The EMPLOYER agrees to cooperate with L.E.L.S. in the deduction of regular monthly dues, for an Employee who requests in writing to have regular monthly L.E.L.S. dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by L.E.L.S.
- 4.3 L.E.L.S. agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders of judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of §4.2.
- 4.4 Pursuant to Minn. Stat 626.89 (9), an Employee who is called in for an internal investigation may request that a representative of L.E.L.S. or attorney of the officer's choice be present during any questioning in those cases where disciplinary action is pending.
- 4.5 Copies of all letters of commendation, complaints and written reprimands that are entered into an Employee's personnel file shall be given to the Employee and said Employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the personnel file.
- 4.6 The EMPLOYER agrees to make space available on the Employee bulletin board for the posting of L.E.L.S. notice(s) and announcement(s) and to make space available for meetings of bargaining unit when it does not conflict with the operation of the department.
- 4.7 The EMPLOYER agrees not to enter into any agreement with members of the bargaining unit individually or collectively, or with any other organization which in any way conflicts with the provisions of this AGREEMENT.

#### **ARTICLE 5. EMPLOYER SECURITY**

- 5.1 Neither L.E.L.S., its officers or agents, nor any Employee covered by this AGREEMENT, will engage in, encourage, sanction, support or suggest any strikes, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or part of the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment. An Employee who violates any of the provisions of this Article may be discharged or otherwise disciplined as provided by this AGREEMENT.

## **ARTICLE 6. EMPLOYER AUTHORITY**

- 6.1 L.E.L.S. recognizes the prerogative of the EMPLOYER to operate and manage the affairs of the Police Department in all respects in accordance with existing and future laws and regulations of appropriate authorities including personnel policies and department work rules. The prerogatives and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER such as, but not limited to: direct Employees, hire, promote, transfer, assign, retain disciplinary action against Employees, relieve Employees from duties because of lack of work or other legitimate reasons, maintain the efficiency of the government operations; determine the methods, means, job classifications and personnel by which such operations are to be conducted; take whatever actions may be necessary to carry out the missions of the EMPLOYER in situations of emergency; determine reasonable schedules of work and establish the methods and processes by which work is performed.
- 6.2 The EMPLOYER'S non-exercise of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the EMPLOYER the express provisions of the AGREEMENT.
- 6.3 The enumeration of the rights and duties of the EMPLOYER in this AGREEMENT shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this AGREEMENT are reserved to the EMPLOYER.
- 6.4 The EMPLOYER agrees to publish the methods by which promotions shall be made within the department; to publish reasonable work rules and regulations, if any, and to make copies of both available to members of the bargaining unit.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

- 7.1 All city policies governing the Police Department will be subject to Article 8 & 7.
- 7.2 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.
- 7.3 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.
- 7.4 It is recognized and accepted by the UNION and the EMPLOYER the processing of grievances is limited by the job duties and responsibilities of the EMPLOYEES and will therefore be accomplished during normal working hours when consistent with such EMPLOYEES' duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE will be released from work, without loss in pay, to investigate a grievance and to attend meetings or

hearings pursuant to this Article provided the EMPLOYEE and the UNION REPRESENTATIVE has notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.5 PROCEDURE

Grievances, as defined by Section 7.2, shall be resolved in conformance with the following procedure:

STEP 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S immediate Supervisor. The Supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2 If appealed, the written grievance shall be presented by the UNION and discussed with the Police Chief. The Chief will give the answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief's 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 Administrator. The City Administrator will give the answer to such Step 3 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 City Administrator'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 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

STEP 4. A grievance unresolved in Step 3 and appealed in Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in

accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.6 ARBITRATOR'S AUTHORITY

- A. 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 will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, 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 be later, unless the parties agree to an extension. The decision will be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and 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.

7.7 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 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 agreement of the EMPLOYER and the UNION.

**ARTICLE 8. SENIORITY**

8.1 SENIORITY LISTS.

Within thirty (30) days after the signing of this AGREEMENT, the Employer shall establish seniority lists as of the effective date of this AGREEMENT structured by each work classification to include and rank, in order of highest to lowest seniority, all permanent Employees in the bargaining unit.

8.2 TYPES OF SENIORITY

There shall be three types of seniority established by the AGREEMENT.



- 8.2.1 **Service Seniority**, the total length of continuous service with the City
- 8.2.2 **Department Seniority**, the total length of service within a specific department or division of City service.
- 8.2.3 **Classification Seniority**, the total length of service within a work classification.

8.3 BREAKS IN SENIORITY

An Employee's seniority shall be broken by voluntary resignation, layoff (when recall rights under § 8.7.3 expire), discharge for just cause, or retirement.

- 8.4 An Employee in the bargaining unit who transfers from another department of the EMPLOYER shall accumulate service seniority from the other department only for the purpose of calculating vacation and sick leave.

8.5 PROBATION

- 8.5.1 The initial probationary period shall be one (1) year. During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the EMPLOYER
- 8.5.2 The probationary period of a promoted position shall be one (1) year. During the probationary period of a promoted Employee, the Employee may be replaced into their previous position at the sole discretion of the EMPLOYER

- 8.6 The more senior Employee within a classification will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.

8.7 LAYOFF

Except in those instances where the more senior Employee is not qualified to perform remaining work, seniority within the classification shall determine the order of Layoff.

8.7.1 ORDER OF LAYOFF

Layoff shall be by classification seniority within the department in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) an Employee in a lower classification, provided that the Employer determines an Employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which an Employee is bumping and a bumping Employee has greater department seniority than an Employee who is to be bumped. Temporary, seasonal, then part-time, Employees will be laid off before full-time Employees in the affected classification.

8.7.2 NOTICE OF LAYOFF.

The Employer shall issue written notice of an indefinite layoff at least fifteen (15) calendar days in advance of layoff and will meet and confer with the UNION to attempt to minimize the impact of the layoff on unit members. An indefinite layoff shall be defined as a layoff made for an indeterminate period at

the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an Employee for a definite period of forty-four (44) days or less by giving written notice at least seven (7) calendar days in advance to the affected Employee by certified mail/return receipt.

8.7.3 RECALL FROM LAYOFF

Recall from layoff shall be by classification seniority within the department, in inverse order of layoff provided that, if an Employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to an Employee and Employer, an Employee shall automatically be considered to have terminated their employment. The Employer shall issue written notice of recall from an indefinite layoff to an affected Employee by certified mail/return receipt, providing at least fifteen (15) calendar days to return to work. Recall notification shall be by mail to an Employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An Employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.

8.7.4 VOLUNTARY LEAVES PRIOR TO LAYOFF.

Prior to laying off an Employee the Employer will offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though an Employee was working. The leave shall be for a period not to exceed two (2) years from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to § 8.7.3.

8.7.5 The Employer shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.

**ARTICLE 9. DISCIPLINE**

9.1 The EMPLOYER will discipline an Employee for just cause only. Discipline will be in the form of:

- a) oral reprimand
- b) written reprimand
- c) suspension
- d) demotion
- e) discharge

9.2 Suspension, demotion and discharges will be in written form.

9.3 Written reprimands, to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. The Employee and L.E.L.S. will receive a copy of such reprimands and notices of suspension, demotion and discharge.

- 9.4 An Employee may examine their individual personnel file at reasonable times, under the direct supervision of the EMPLOYER.
- 9.5 Discharges will be preceded by five (5) day suspension without pay. This provision does not apply to Veterans.
- 9.6 Pursuant to Minn. Stat §626.89(9), an Employee will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have an L.E.L.S. representative present at such questioning.
- 9.7 Grievances relating to this Article shall be initiated by L.E.L.S. in Step 2 of the Grievance Procedure under Article 7.

#### **ARTICLE 10. WORK SCHEDULE**

- 10.1 The sole authority in establishing work schedules is held by the EMPLOYER. The normal work day shall be ten (10) consecutive hours (or as amended in writing by the parties) as designated on the official schedule, and the normal work week shall be an averaged forty (40) hours.

10.1.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each full time employee through:

- A. Hours worked on assigned shifts;
- B. Holidays; and
- C. Authorized leave time.

- 10.2 Service to the public may require the establishment of daily, weekly, seasonal or annual work schedules which departs from the normal work day or normal work week. The EMPLOYER shall, except in the case of emergency, give L.E.L.S. notice and confer with L.E.L.S. concerning such change in the work schedule as far in advance as is reasonably practicable.
- 10.3 The Employer and the Employee are responsible to ensure that the shift schedule throughout the work year equals 2080 hours. After regularly scheduled shifts, which are determined at the beginning of the year, any hours owed to the Employer shall be paid back before the end of the year. Any hours acquired through training must go towards hours owed before being paid out. Hours acquired through overtime shifts or meetings outside of the regularly scheduled 2,080 hour year, are at the Employee's discretion to be applied towards hours owed to the employer. Should the employee leave employment before the year is up, a prorated portion of any hours owed will be paid back to the Employer, from either PTO, Comp Bank, or final paycheck. If the Employee has paid in more than the prorated amount, then the employee is reimbursed on the final paycheck for those hours. After regularly scheduled shifts, any hours owed to the Employee over the 2,080 work year will be deposited in the Employee's Comp Bank by the Employer at the beginning of the year. Should the Employee leave employment before the year is up, they will be required to give back a portion of hours deposited which will be prorated from either PTO, Comp Bank, or

final paycheck. Employee hours will be determined from the beginning of the year to employee end date. The hours will be calculated off the base of a 2,080 hour work year.

10.4 Nothing contained in this or any other article shall be interpreted to be a guarantee of minimum or maximum number of hours the EMPLOYER may assign an Employee.

10.5 OUTSIDE EMPLOYMENT

A full-time Employee may not be employed in another job outside of the Worthington Police Department without prior approval of the City. Such approval may be subsequently withdrawn at the sole discretion of the City. The City's approval or non-approval of outside employment shall be based on such factors as safety, performance, conflict of interest, or potential conflict of interest. These factors are illustrative only, and are not all inclusive.

10.6 BREAKS

All employees shall receive two (2) fifteen (15) minute breaks per day in addition to reasonable time for a lunch break subject to interruption if work necessitates.

**ARTICLE 11. VACATION, SICK LEAVE, EXTENDED SICK LEAVE**

11.1 ACCRUAL

Vacation will be accrued according to the attached schedule:  
Vacation Accrual Schedule

<u>Years Completed</u>	<u>Vacation Hours Accrued Annually</u>
1-3	80
4-5	88
6	96
7	104
8	112
9	120
10	128
11-12	136
13-14	144
15-16	152
17-18	160
19	168
20-22	176
23-24	184
25 plus	200

11.2 SICK LEAVE

Eligible employees will be provided with forty-eight (48) hours of Sick Leave each January to be used throughout the calendar year. Unused Sick Leave hours remaining as of December 31 will be converted into Vacation hours the following January. Employees beginning employment after January 1 shall be provided with pro-rated Sick Leave. Employees terminating employment prior to December 31 shall return/refund a pro-rated portion of used Sick Leave that is owed to the employer or received a pro-rated portion of unused Sick Leave that is owed to the employee.

11.3 EXTENDED SICK LEAVE (ESL)

All Employees regardless of length of service will accrue ESL at the rate of six (6) hours per month. The purpose of ESL is to provide income security for the Employee in the event of an extended illness. Employees may accrue up to nine hundred (900) hours of ESL.

11.4 USE OF SICK LEAVE AND EXTENDED SICK LEAVE

For the first forty-eight (48) hours of sickness/illness per calendar year the Employee shall use Sick Leave. After exhausting their Sick Leave the employee shall be eligible to use ESL. The only exception shall be in the case of Worker's Compensation related illness/injury where the employee may choose to have the time off come immediately out of ESL.

11.5 MANDATORY VACATION USE AND MAXIMUM ACCRUAL ALLOWED

By the conversion date each year (first Friday in December that is a payday), Employees must have used a minimum of 50% of their annually accrued Vacation hours in order to elect using the various conversion options. If an Employee uses less than 50% of their annually accrued Vacation hours, they may carry over the unused hours. However, at December 31<sup>st</sup> of each year an Employee's Vacation balance may not exceed 400 hours. Any hours exceeding the 400 hour ceiling will be lost and the balance will be adjusted to comply with the maximum allowable Vacation balance.

11.6 ANNUAL CONVERSION OPTIONS/IMPLEMENTATION OF CONVERSION

Employees will each year, after meeting the 50% usage of annual Vacation accrual requirement, have the option to convert any portion of their remaining Vacation balance into other options of equal monetary value to their hourly rate. Conversions will take place in December of each year and may take any of the following forms (conversion payouts, etc., will correspond with the second payroll in December):

- Cash
- Deferred Compensation (subject to IRS limitations)
- Used to offset subsequent year's health insurance premiums (employee's portion), dental insurance, and other benefits per City policy
- Convert Vacation hour for hour into Extended Sick Leave (ESL)
- Health Savings Account (HSA) for those employees enrolled in the HSA Compatible insurance option (subject to IRS limitations)

11.7 EXTENDED SICK LEAVE AND VACATION CONVERSION PRIVILEGES AT RETIREMENT

Upon retiring to a PERA pension Employees will be eligible to convert one-third (1/3) of their ESL and 100% of remaining Vacation into (subject to IRS regulations):

- To a Minnesota State Health Care Savings Plan consistent with the employees employment group

**ARTICLE 12. FUNERAL LEAVE**

- 12.1 Leave of absence without loss of regular pay, not to exceed three (3) workdays will be allowed for the purpose of attending the funeral and taking care of any affairs relating to the

funeral when death occurs in the immediate family of a regular or probationary Employee. For the application of this rule, the immediate family includes the following only: husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, Employee's legal guardian, or member of the Employee's household.

- 12.2 Leave of absence without loss of regular pay up to (1) work day will be allowed to attend the funeral of a regular or probationary Employee's or spouse's grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle and grandchild. In the case of a grandparent's or grandchild's death, If the family member's memorial service will take place more than 100 miles distant from the City of Worthington, up to (2) work days of Funeral Leave will be granted. In the event a longer time of absence is required on the part of an Employee, Vacation may be used for the additional time off.

### ARTICLE 13. HOLIDAY LEAVE

- 13.1 An Employee shall receive eighty (80) hours of paid holiday leave per year. Such holiday leave shall accrue as the holiday occurs.

- 13.2 An Employee shall be granted ten (10) paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

One floating Holiday (to be designated by an Employee and approved by supervisor); will be paid for a full scheduled work shift.

- 13.2.1 Except as provided in § 13.2.2, holidays will be observed in accordance with City Policy.
- 13.2.2 For purposes of Holiday Premium pay in § 13.3, all holidays shall be observed on the actual holiday.
- 13.3 An Employee required to work on any of the designated holidays listed in § 13.2 will be compensated for hours worked on these holidays at the rate of two and one-half (2 ½) times the regular rate of pay for all hours worked on a holiday, including anything over the scheduled shift.
- 13.3.1 Employees who work Easter Sunday will be paid two and one-half (2 1/2) times their hourly rate for any hours they work. Employees, who do not work Easter, do not receive any holiday pay.
- 13.4 When a holiday falls on an Employee's day off, an Employee shall work their regularly scheduled work and be compensated in lieu of the holiday, with an additional day or shift off, however, if impossible to give an Employee an additional day or shift off, an Employee shall receive the equivalent of a day or shift straight time pay for this holiday.

- 13.5 When a holiday falls on an Employee's vacation period, an Employee shall be compensated in lieu of the holiday, an additional day or shift off, however, if impossible to give an Employee an additional day or shift off, an Employee shall receive the equivalent of a day or shift straight time pay for this holiday.

#### **ARTICLE 14. OVERTIME AND COMPENSATORY TIME OFF**

- 14.1 An Employee shall not work in excess of forty (40) hours per week unless the Director of Public Safety, Captain or Sergeant approves such overtime. The only exception to this rule shall be in the case of emergencies occurring after hours, in which case such overtime shall be reported to the Director of Public Safety, Captain or Sergeant the following day.
- 14.2 An Employee shall be compensated at one and one-half (1 ½) times their regular base rate of pay for hours worked in excess of their regularly scheduled shift. Changes in shifts do not qualify for overtime under this Article. An Employee in the juvenile office and detective positions may, at their option, choose compensatory time off at the overtime rate, provided that the time off will be scheduled with the prior approval of the Director.
- 14.3 Overtime will be distributed as equally as practicable. Overtime refused by an Employee will, for record purposes, be considered as unpaid overtime worked.
- 14.4 For the purposes of computing compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 14.5 An Employee has the obligation to work overtime on call backs if requested by the EMPLOYER unless unusual circumstances prevent an Employee from so working.
- 14.6 In lieu of pay or work in excess of 40 hours an employee may choose to accumulate compensatory time up to sixty (60) hours. All compensatory time not used prior to the last full pay period of the year will be converted to pay. Usage of compensatory time will be at the discretion of the Public Safety Director or his/her designee.
- 14.7 Accrual of compensatory time will be at the rate prescribed by contract.

#### **ARTICLE 15. CALL BACK PAY**

- 15.1 An Employee called to work outside their regularly scheduled work shift shall be paid for not less than two (2) hours at one and one-half (1 ½) times their base rate of pay. Reporting early for a shift or an extension of a shift shall not qualify for this minimum.

#### **ARTICLE 16. COURT PAY**

- 16.1 An Employee required to testify or appear in court during off-duty hours shall receive a minimum of two (2) hours pay at time and one-half (1 ½) their base rate of pay. An Employee shall receive two (2) hours of court pay at time and one-half (1 ½) their base rate of pay if not notified of court cancellation by 4:30 p.m. on the prior business day. Reporting early for a shift or an extension of a shift for court duty does not qualify for this minimum.

## **ARTICLE 17. TRAINING AND QUALIFICATION TIME**

17.1 An Employee required to carry a firearm will be paid at the applicable training time rate for all range qualification time, when such qualification is not a part of their regularly scheduled shift. Training time is not construed to mean off duty practice or remedial qualification which will be done on their own time.

### **17.2 TRAINING**

17.2.1 The EMPLOYER shall be responsible for all training required by P.O.S.T. Board.

17.2.2 The EMPLOYER shall pay an Employee for all time spent in such training at the applicable rate.

17.2.3 The EMPLOYER shall reimburse an Employee for all reasonable costs incurred in Obtaining training, including but not limited to, mileage, meals, lodging, and for license fees. All off duty hours of attendance by an Employee at schools, training sessions, classes, and seminars shall be compensated at their straight time hourly rate pay, including but not limited to, training time required to maintain certification as a licensed police officer. School and training which lasts in excess of eight (8) hours per day needs to be approved in advance by the EMPLOYER for any additional time over and above compensated eight (8) hours. Reasonable travel time from Worthington to the location of the school or training is exempted from this clause. Reasonable travel time from the location of the school or training returning to Worthington is exempted from this clause.

17.2.4 An Employee authorized by the EMPLOYER to travel outside of the city limits on any police or city business, other than for training or school purpose, shall be paid at the applicable rate as set out under Article 15, the EMPLOYER reserves the right to pay at this applicable rate in lieu of time-off.

17.3 Employees who provide training will receive 1 hour of compensatory time or one hour of straight time pay for each shift where they train a new employee.

## **ARTICLE 18. LONGEVITY PAY**

18.1 An eligible Employee shall receive a longevity payment of (\$0.20) per hour after completion of five (5) years of continuous service.

18.2 An eligible Employee shall receive a longevity payment of (\$0.30) per hour after the completion of ten (10) years of continuous service.

18.3 An eligible Employee shall receive a longevity payment of (\$0.40) per hour after the completion of fifteen (15) years of continuous service.

18.4 An eligible Employee shall receive a longevity payment of (\$0.50) per hour after the completion of twenty (20) years of continuous service.

18.5 An eligible Employee shall receive a longevity payment of (\$0.60) per hour after the completion of twenty-five (25) years of continuous service.



## ARTICLE 19. SHIFT DIFFERENTIAL

- 19.1 All Employees working rotating shifts shall receive (\$.26) per hour shift differential pay. A rotating shift is generally defined as an eight (8) hour shift that requires an employee to work later than 11:00 p.m. and prior to 6:00 a.m. and weekends on a rotating schedule.

## ARTICLE 20. INSURANCE

- 20.1 The employer will provide a health and medical care insurance program to all eligible employees. Any aggregate reduction in levels of benefits will be negotiated with the Union. Nothing in the below listed policies shall affect the Pension and/or Retirement Plans of the Public Employees Retirement Association (Police and Fire Fund) laws as established heretofore.

- 20.2 Choice of the health care plan level selected will remain with the individual employee. Employees may choose from among the variety of plans made available by the Employer. The employee will be responsible for the corresponding amount of the remaining premium for the plan they have chosen. All new hires shall participate fully in the Health Care plan. The employee may however "opt out," if they can demonstrate they are covered by another suitable alternative insurance health care plan.

- 20.3 **Family Base Coverage** – For 2022 the employer shall contribute 70% of the Advantage Plan, 75% of the Value Plan and 80% of the Health Savings Account Plan according to the Public Employees Insurance Program.

The employer shall provide \$1,500 annually for those Employees who choose the Health Savings Account plan.

- 20.4 **Employee + 1 Coverage** - For 2022 the employer shall contribute 70% of the Advantage Plan, 75% of the Value Plan and 80% of the Health Savings Account Plan according to the Public Employees Insurance Program.

The employer shall provide \$1,500 annually for those Employees who choose the Health Savings Account plan.

- 20.5 **Single Coverage** - For 2022 the employer shall contribute 80% of the Advantage Plan, 90% of the Value Plan and 100% of the Health Savings Account Plan according to the Public Employees Insurance Program.

The employer shall provide \$750 annually for those employees who choose the Health Savings Account plan.

- 20.6 **Long Term Disability** insurance benefits: The employer shall pay the full cost of the long-term disability plan.

- 20.6 **Fitness membership** reimbursement plan: The employer will pay for fitness membership

in accordance with the guidelines attached as Appendix B.

- 20.7 **A retiring employee** may opt to remain on the employer's health insurance policy to the extent the insurance carrier agrees to provide such coverage. Retiree is responsible for the full premium costs of the applicable policy.

#### **ARTICLE 21. CLOTHING ALLOWANCE**

- 21.1 The EMPLOYER shall provide an Employee, not including plain clothes officers, with all uniforms and equipment required for their jobs. The EMPLOYER will replace uniforms and equipment as needed.
- 21.2 Any personal equipment damaged or destroyed during the execution of an Employee's regular duties shall be repaired or replaced, as necessary, by the EMPLOYER, such as glasses, watches, etc.
- 21.3 Boots: Each Patrol Officer will accrue \$125.00 on January 1 of each year. These funds will be placed into a uniform bank with a maximum limit of \$375.00. No portion of this bank will be paid out upon separation.
- A. All boots and shoes must be all black, leather with black laces.
  - B. All boots and shoes needing replacement will be based on the officer's discretion.
  - C. Each Patrol Sergeant will be responsible for selecting and purchasing the boot of their choice which meets departmental standards. The Patrol Sergeant will then be reimbursed from their uniform bank for the amount listed on the receipt. The Patrol Sergeant will be responsible for any amount beyond the funding available in their uniform bank.
- 21.4 Non-uniformed supervisors shall receive \$0.47/hr. for purchase of footwear and non-uniform work clothing.

#### **ARTICLE 22. PERFORMANCE-BASED (MERIT) PAY**

- 22.1 Effective January 1, 2012 all LELS Local #274 positions will transition to the performance-based (merit) pay system as administered under the City of Worthington/Worthington Public Utilities Compensation Administration Guidelines.
- 22.2 All employees will receive annual written performance appraisals on their individual employment anniversary dates. Satisfactory performance (a composite average score of 3.0 or higher) is required to qualify for any adjustment to salary. Performance appraisals are not grievable.
- 22.3 All employees are subject strictly to the performance-based (merit) provisions of the City of Worthington Performance Compensation Plan guidelines. The performance-based

(merit) system replaces the previous step system.

- 22.4 The City of Worthington/Worthington Public Utilities Compensation Administration Guidelines are not part of this agreement and are subject to change at any time through City Council and/or Water and Light commission action. Should the Council take action to modify or eliminate the merit pay system; parties agree to re-open negotiations surrounding the change to the merit pay matrix.

#### **ARTICLE 23. INJURY ON DUTY**

- 23.1 Employees injured in the line off duty will use their Vacation, Sick Leave or Extended Sick for the first three (3) days of an injury. An employee subsequently receiving a worker's compensation payment for those three days shall, upon remittance of worker's compensation payment to the City, be entitled to a re-instatement of the three days utilized. It shall be the obligation of the employee to provide the City with all worker's compensation payments within five (5) working days of receipt of the payment.
- 23.2 The Employer will pay the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated paid benefits, after the three (3) working day initial waiting period per injury.
- 23.3 After ninety (90) days, the portion paid by the Employer shall be charged against the accumulated ESLB, Sick Leave and then accumulated Vacation leave of the employee.

#### **ARTICLE 24. COMPENSATION SCHEDULE**

- 24.1 COMPENSATION.  
Compensation for an Employee represented by the L.E.L.S. shall be set forth in Appendix "A" attached hereto and made a part hereof.
- 24.2 For the purpose of computing salaries for a period of less than one month, the annual rate shall be divided by 2,080 hours and the result be multiplied by the actual hours worked.
- 24.3 TRAVEL REIMBURSEMENT.
- 24.3.1 Mileage for use of a personal car shall be reimbursed at applicable city rate.
- 243.2 In the event an Employee travels outside the city from early morning to 6:00 p.m. or later to attend training or a job required duty, the EMPLOYER shall pay an Employee a per diem for meals at the applicable rate. An Employee gone a partial day will be reimbursed the applicable meal allowance.

## **ARTICLE 25 CANINE OFFICER**

### 25.1 DOG CARE

Canine Officer(s) shall be compensated for one (1) hour per day of dog care either through:

1) on-duty time, or; 2) additional duty time at the overtime rate of pay.

### 25.2 PATROL CAR.

The City will provide the Canine Officer(s) with a patrol car to be used primarily for canine activities.

## **ARTICLE 26. WAIVER**

26.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the L.E.L.S. each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or conditions of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either/or both parties at the time this contract was negotiated or executed.

## **ARTICLE 27. SAVINGS CLAUSE**

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

## **ARTICLE 28 DURATION**

28.1 This AGREEMENT shall be in full force and effect from January 1, 2022, to December 31, 2024, and shall be automatically renewed from year to year there-after unless either party shall notify the other in writing on or before October 1, 2024, that it desires to open the contract to negotiate the terms of the contract Failure to give such notice shall cause this AGREEMENT to be renewed for a period of twelve (12) months from year to year automatically.

**ARTICLE 29. ON-CALL DUTY**

All Supervisors assigned by the Employer to be on-call shall receive one (1) hour of pay at their regular rate for every ten (10) hours that they are assigned to such duty. Employees who are on-call must remain immediately available by telephone and able to respond promptly to the workplace when required to do so.

Any non-scheduled hours worked while on stand-by duty shall be compensated according to the call back provisions located in Article 15.

**IN WITNESS WHEREOF**, the undersigned have caused this AGREEMENT to be executed by their signature and date.

FOR THE CITY OF WORTHINGTON

FOR L.E.L.S.

Mike Fuhle

J. Okon

Date: 5/9/2022

Date: 04 26 2022

Uganda Styzal

[Signature]

Date: 5/9/22

Date: 05/04/22

**APPENDIX A:** Effective January 1, 2022 hourly base wages will be as shown below:

<b>SERGEANT</b> (N-13 Scale) <b>2022 (3.50%)</b>		<b>RADIO DISPATCH SUPERVISOR</b> (N-10 Scale) <b>2022 (3.50%)</b>	
Minimum	\$31.64	Minimum	\$28.30
Midpoint	\$37.22	Midpoint	\$33.29
Maximum	\$42.80	Maximum	\$38.28
 <b>2023 (3.50%)</b>		 <b>2023 (3.50%)</b>	
Minimum	\$32.74	Minimum	\$29.29
Midpoint	\$38.52	Midpoint	\$34.46
Maximum	\$44.30	Maximum	\$39.63
 <b>2024 (3.50%)</b>		 <b>2024 (3.50%)</b>	
Minimum	\$33.89	Minimum	\$30.32
Midpoint	\$39.87	Midpoint	\$35.67
Maximum	\$45.85	Maximum	\$41.02

**NOTES**

- 1) Employee's promoted to Supervisor with 60 or more months of experience would start at 94% of the midpoint. Those with less than 60 months of experience would start at 91% of the midpoint.
- 2) Employees covered by this agreement will receive gap pay of three percent (3%) per hour above their base rate.
- 3) Police and dispatch personnel who can demonstrate speaking and listening proficiency in any of the Spanish, Lao, Hmong, Amharic, or Vietnamese languages shall have \$1.38 per hour added to their base pay. Employees shall maintain proficiency through continued education provided and monitored by the Chief of Police.
- 4) An employee who voluntarily tests for a licensed position in the City of Worthington Police Department, and is selected, will receive the greater of either their current pay level or the new position's pay level. If their current pay level is greater, they will remain frozen at that level until the new position pay level is equal. At that point they will advance in wages based on the new position's wage schedule.

## **APPENDIX B**

### **FITNESS MEMBERSHIP REIMBURSEMENT PLAN**

The City of Worthington, hereafter referred to as the "Employer", and the Law Enforcement Labor Services Local 4 member hereafter referred to as the "Employee", agree to the following plan which became effective January 1, 2000:

Definitions:

Fitness Facility - profit or nonprofit business, whose primary function is physical fitness

Membership - authorization granting access and privileges pertaining to the use of physical fitness equipment for a period of one year.

Actual Cost - total amount required/or membership at Fitness Facility

Maximum Cost Amount: \$400.00

Any Employee wishing to purchase an annual Fitness Facility membership may do so at their own choosing and can expect reimbursement by the Employer as set out below. The Employee will be responsible for the initial purchasing of the membership. The Employee must then submit an "Expense Sheet" requesting reimbursement for "Fitness Membership" in the amount of either of the following:

- 1.) The actual cost should it be under the maximum amount allowed, or
- 2.) The maximum amount allowed

The Employer will then make reimbursement to the Employee within the pay period that the request is submitted or within the pay period following request. The Employee agrees that there is to be no cash payment made by the Employer to the Employee for choosing not to participate in this program nor will there be any reimbursement to the Employee for the purchasing of personal fitness equipment or the replacement of personal equipment damaged while attending the Fitness Facility.

The Employer agrees that there will be no; 1) physical fitness requirements, or 2) performance evaluations connections between the program and the Employee.