

AGREEMENT
BETWEEN
THE CITY OF MANKATO
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(POLICE OFFICERS)

Effective January 1, 2014 through December 31, 2015

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**AGREEMENT BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC.
AND
CITY OF MANKATO**

ARTICLE 1. PURPOSE OF AGREEMENT.

This AGREEMENT entered into between the City of Mankato, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter referred to as the UNION, is intended to set forth the results of collective bargaining negotiations between the EMPLOYER and the UNION.

1.1 Its purpose is to establish standard conditions of employment for employees in the bargaining unit.

1.2 To conform to Chapter 179A.04 Et. Seq. MSA, to promote harmonious relationships and economy of city government.

1.3 It is agreed by the parties that the EMPLOYER will take such steps as are necessary to implement the provisions of this AGREEMENT, such as, but not restricted to, passage and changes of new and existing administrative directives, ordinances, and resolutions.

ARTICLE 2. RECOGNITION.

2.1 EMPLOYER, pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, recognizes the Law Enforcement Labor Services, Inc., as the exclusive representative of all employees of the City of Mankato Police Department, pursuant to the notice of dismissal issued by the State of Minnesota, Bureau of Mediation Services, dated January 29, 1987.

2.2 The EMPLOYER shall not enter into any agreement with employees coming under the jurisdiction, either individually or collectively, which in any way conflicts with the terms and conditions of this AGREEMENT.

2.3 The EMPLOYER and the UNION mutually agree not to discriminate against any employee for his/her activity or membership in the UNION. There shall be no discrimination against any employee or applicant because of race, creed, national origin, religion, or sex. No employee or applicant shall be coerced to join or refrain from joining the UNION.

ARTICLE 3. MANAGEMENT RIGHTS.

3.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; set and amend budgets; to determine the utilization of technology; to establish or modify organizational structures; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by the AGREEMENT.

3.2 Any terms or conditions of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 4. GRIEVANCE PROCEDURE.

4.1 Definitions.

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.

B. Days. "Days" means calendar days.

C. Service. "Service" means personal service or by certified mail.

D. Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions of the AGREEMENT in dispute, and the relief requested.

E. Answer. "Answer" means a concise response outlining the EMPLOYER'S position on the grievance.

4.2 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, when so designated, as provided by the AGREEMENT.

4.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and 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 working hours, provided that the employee and the UNION Representative were 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 of the EMPLOYER.

4.4 Procedure. Grievance, as defined in Section 4.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee supervisor who issued the discipline or other supervisor, or EMPLOYER designee. The EMPLOYER designated representative 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, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative'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 Director of Public Safety or designated representative who 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 EMPLOYER designated

representative'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 EMPLOYER designated Step 3 representative. The EMPLOYER 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 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 Bureau of Mediation Services.

4.5 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 shall have no authority to make a decision on any other issues not so submitted.

B. 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 decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on 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.

4.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified 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 written agreement of the EMPLOYER and the UNION at each step.

4.7 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 4, or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4 of Article 4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved from making a subsequent appeal through Step 4 of Article 4. 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 5. UNION ACTIVITY.

5.1 The UNION agrees to conduct its business off the job as much as possible. The UNION shall be allowed to hold its meetings at the Public Safety Center. This Article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in the AGREEMENT and shall not work to prevent certain routing business such as the posting of notices and bulletins, provided that permission is first obtained from the commanding officer or superior officer of that member.

5.2 The EMPLOYER hereby agrees not to deduct such reasonable time from pay of such officer, member, or representative if prior permission is granted and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representatives. Spokespersons for the bargaining committee and grievance committee for the purpose of dealing with the EMPLOYER shall be limited to no more than three (3) members. The EMPLOYER will allow only one (1) employee off from the on-duty shift. The UNION agrees to provide the EMPLOYER with the names of said persons.

5.3 The EMPLOYER agrees to furnish a bulletin board for the use of the UNION. The UNION agrees that this bulletin board shall be used for the posting of UNION materials and such materials will be in good taste.

ARTICLE 6. SICK LEAVE.

6.1 Sick leave will be granted in not less than one-half (1/2) hour units, which is to mean that any time less than one-half (1/2) hour will be charged as one-half (1/2) hour of sick leave.

6.2 Sick leave shall be granted only in the case of necessity in actual sickness or disability injury to the employee or their child or because of unexpected illness or death in his/her immediate family. Sick leave because of death will also be granted for an employee's grandchild, grandparent or brother/sister-in-law.

6.3 Sick Leave may be used in the same manner as by the employee for spouse, siblings, adult children, parents, grandparents, and step parents. The amount of sick leave an employee may use for this expanded group is up to 160 hours of accrued sick leave. This provision is not intended to limit the utilization of sick leave in any other provision of this article.

6.4 The condition in granting sick leave requires the employee to be ill or injured to the degree that prevents him/her from performing his/her regular assigned duties. The employee shall call the duty supervisor no later than one (1) hour before his/her regularly scheduled starting time unless his/her illness or injury prevents him/her from doing so, provided that he/she will comply with this provision at the earliest possible time. An employee shall call each day he/she is absent in any case where the EMPLOYER questions his/her continued need for sick leave. In the case where sick

leave is taken for attendance on a member of the immediate family, the emergency shall not be predictable and only sufficient time shall be allowed to permit the employee to make arrangements for appropriate care to be provided.

6.5 An employee injured during the performance of his/her duties for the EMPLOYER and thereby rendered unable to work and who is thereby covered by worker's compensation benefits will be paid the difference between the employee's regular base pay and worker's compensation insurance benefits for a period not to exceed thirty (30) working days per injury not charged to the employee's vacation, sick leave or other accumulated pay benefits and after a fourteen (14) day initial waiting period from the date of injury. This "differential" payment shall also be available during the fourteen (14) day waiting period, but shall be charged to the employee's sick leave account. In the event the employee has exhausted his/her accumulated sick leave benefits prior to the end of the fourteen (14) day waiting period, said "differential" benefits shall be paid by the EMPLOYER and shall begin upon the day after the exhaustion of such sick leave benefits and shall continue for a period not to exceed thirty (30) days. If any employee is still unable to return to work following the exhaustion of said employee benefits (30 days supplemental "differential" pay), the EMPLOYER will pay to the employee such sums as together with the worker's compensation payments will equal his/her base pay and such payments will be charged to the employee's remaining accrued sick leave account, if any. If the employee is still not able to return to work upon the exhaustion of all his/her accumulated pay benefits and all additional benefits stated above, the EMPLOYER will pay the difference between the employee's regular base pay and worker's compensation insurance benefits for an additional period not to exceed forty-five (45) days per injury.

6.6 No sick leave will be paid to employees while actually working either for the EMPLOYER or others.

6.7 A doctor's certificate may be required for sick leave absence. The doctor's certificate shall be obtained at the expense of the employee.

6.8 Sick Leave Accrual. Employees in the bargaining unit shall acquire sick leave at the rate of two (2) days for each month of continuous service during the first five (5) years of service. Thereafter, employees shall acquire sick leave at the rate of 3.6923 hours for each pay period (bi-weekly) of continuous service. There shall be no

limit on the maximum accumulation of such sick leave. Days shall be defined as eight (8) hours days for the purpose of acquiring sick leave in Article 6.7.

6.9 At the time of separation from service of the EMPLOYER due to death, retirement, dismissal or any other cause, employees shall be paid in an amount equal to twenty-five percent (25%) of all accumulated sick leave or may participate in any City policy adopted related to the pay-out of sick leave at the time of retirement. The employee's monthly salary at the time of separation shall be divided by one hundred seventy-three and one-third ($173\frac{1}{3}$) to establish the hourly rate for compensation for accumulated sick leave. Days shall be defined as eight (8) hours for the purpose of determining the payoff amount in Article 6.8.

6.10 Sick leave will be charged on a one (1) hour for one (1) hour basis.

6.11 Employees may participate in the City of Mankato's Early Notification Retirement Program.

6.12 Employees will use one (1) hour per pay period from their accrued sick leave balance to go towards the payment of a Post Retirement Health Care Savings Account. At retirement, all payout amounts of accrued sick leave for which an employee is eligible for will be placed in the employee's Post Retirement Health Care Savings Account. For the purpose of this article, retirement is defined as any separation following which the employee draws an annuity from PERA.

ARTICLE 7. LEAVES OF ABSENCE.

7.1 Leaves of absence without pay for reasonable periods not to exceed one (1) year will be granted to all employees, except probationers, without loss of seniority for:

- A. Serving in an elected position in a union or professional organization.
- B. Serving in an appointed position with a union, professional organization, government commission, or government committee.
- C. Illness (physical or mental).

7.2 Leaves of absence shall be granted on condition that, in the EMPLOYER'S judgment, such leave will not reduce the quality or level of service to the public. The granting or not granting of leaves of absence shall not be subject to arbitration.

7.3 Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence for other purposes which, in the opinion of the EMPLOYER, will benefit the City or the employee.

7.4 Pregnant employees shall be granted a maternity leave of absence upon request. The leave shall commence at a time requested by the employee and shall continue for a maximum of six (6) months. Such leave shall be without pay unless the employee is eligible for sick leave as provided in that article. Employees returning from a maternity leave shall be reinstated to their original job unless termination or layoff occurs for reasons unrelated to the maternity leave.

ARTICLE 8. MILITARY LEAVE.

8.1 Any regular employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent him/her from performing his/her regular work, shall be granted leave with pay upon request not to exceed fifteen (15) work days; provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request.

8.2 Notice shall be given to the EMPLOYER at least five (5) working days after receipt of said orders and no less than twenty-four (24) hours prior to date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest possible time.

8.3 Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to Minnesota Statutes and Federal law. Compensation for the purpose of this Section shall be in conformance with State law.

ARTICLE 9. DISCIPLINE.

9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in any of the following forms:

- A. Verbal reprimand.
- B. Written reprimand.
- C. Suspension.
- D. Reduction.
- E. Discharge.

9.2 Suspension, reductions, 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. Employees and the UNION will receive a copy of such reprimands and notices of suspension and discharge.

9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

9.5 Discharges will be preceded by a five (5) day suspension without pay.

9.6 An employee under investigation for possible disciplinary action may request the presence of a UNION representative at any questioning of the employee by the EMPLOYER.

9.7 Grievance relating to termination may be initiated by the UNION in Step 3 of the grievance procedure.

ARTICLE 10. HOURS OF WORK.

10.1 The UNION recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and that, therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the EMPLOYER. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the EMPLOYER. The EMPLOYER reserves the absolute right to establish work schedules based on public necessity as determined by the EMPLOYER. The EMPLOYER reserves the absolute right to establish work schedules without regard to usual or traditional practices.

10.2 Work schedules showing the employee's shift, work day, and hours shall be maintained by the Director of Public Safety or designated representative. Once such work schedules are established, and until they are changed by the Director of Public Safety or designated representative, such schedules shall be the regular work schedule.

10.3 Except in the time of emergencies, if an individual member of the bargaining unit's work schedule is arbitrarily or unreasonably changed, such change shall be subject to the grievance procedure.

10.4 Work schedules showing the employee's shift, work days, and hours shall be maintained by the Patrol and Detective supervisors. The work schedule shall be shown for a period of six (6) months; six (6) months to be computed from the first day of the current month. Once established, such work schedules will remain in effect until changed by the supervisor, Deputy Director, or Director of Public Safety. Changes in employees' schedules are necessary for the smooth and efficient operation of the Department, and schedule changes include, but are not limited to:

- A. Extended illness of or injury to an employee.
- B. Termination, suspension, lay-off, resignation, or death of an employee.
- C. Promotion, demotion, or transfer of any employee.
- D. Changes voluntarily agreed to or requested by the employee.
- E. Departmental training of an individual or group of employees of two (2) days or more in duration.

Changes in schedules will be communicated to affected employees with as much advance notice as possible, but the EMPLOYER is not obligated to pay overtime in lieu of a schedule change. The EMPLOYER will seek volunteers for schedule changes prior to invoking its right to change schedules.

ARTICLE 11. HOLIDAYS.

11.1 All employees shall receive eighty-eight (88) hours of holiday units each year, credited to them on the pay period equivalent of January 1, to be taken in the same fashion as vacations outlined in Article 12.2 of this AGREEMENT. The use of eight (8) holiday units shall entitle an employee to be off during one (1) of the employee's regularly scheduled shifts.

11.2 Eight (8) of the holiday units are provided as a floating holiday, which must be used as the first leave day each year. Should an employee not take any leave during the year, the maximum pay for unused holidays shall be for eighty (80) hours.

11.3 Employees covered by this AGREEMENT shall receive one and three quarters percent (1.75%) per hour increase in their wages in lieu of any premium pay for work performed on holidays.

11.4 All personnel will be paid in the last pay period of the year for unused holidays from the previous year. The value of unused Holiday Units shall be one (1) hour, regardless of the schedule being worked by the employee.

ARTICLE 12. VACATIONS.

12.1 All employees in the bargaining unit shall earn vacation on the following schedule:

Years of Service	Vacation Time Hours per Pay Period	Vacation Time Days per Year	Accumulate Up To
0 – 5 years	3.077 hours per pay period	10 days	50 days or 400 hours
6 – 10 years	4.615 hours per pay period	15 days	50 days or 400 hours
11 - 14 year	5.231 hours per pay period	17 days	50 days or 400 hours
15 - 20 years	6.154 hours per pay period	20 days	50 days or 400 hours
21 years	6.462 hours per pay period	21 days	50 days or 400 hours
22 years	6.769 hours per pay period	22 days	50 days or 400 hours
23 years	7.077 hours per pay period	23 days	50 days or 400 hours
24 years	7.385 hours per pay period	24 days	50 days or 400 hours
25 years	7.692 hours per pay period	25 days	50 days or 400 hours
26 years	8.000 hours per pay period	26 days	50 days or 400 hours
27 years	8.308 hours per pay period	27 days	50 days or 400 hours
28 years	8.615 hours per pay period	28 days	50 days or 400 hours
29 years	8.923 hours per pay period	29 days	50 days or 400 hours
30 years	9.231 hours per pay period	30 days	50 days or 400 hours

12.2 All employees in the bargaining unit shall be allowed to take vacation each year within the limits set up in this Article. Employees making application for annual vacation during the period November 1 through January 1 immediately preceding the period for which they are requesting said vacation, shall be granted vacation on the basis of seniority. After January 1, vacation time shall be granted with compensation days for holidays on a "first come, first served" basis. If not denied by the Director of Public Safety or his/her designee, within ninety-six (96) hours of being presented to the

employee's supervisor, vacation leave shall be considered approved. The Director of Public Safety or his/her designee shall grant vacations at his/her own discretion so that the normal operation of the Department will not be interrupted. However, once granted, such vacation shall not be revoked except in the case of emergency.

12.3 Vacation will be granted in not less than one-half (1/2) hour units, which is to mean that any time less than one-half (1/2) hour will be charged as one-half (1/2) hour of vacation.

12.4 Vacation Purchase Program. On an annual basis, a regular full-time employee may elect to receive a minimum of one (1) week additional vacation in lieu of one (1) week of the employee's salary. Employees must purchase a minimum of one (1) week of vacation not to exceed four hundred (400) hours, as indicated in the vacation leave schedule in the Employee Handbook. Purchase of single days will not be permissible. An employee is to submit the proper request form to Human Resources. The completed form must be submitted during Open Enrollment of each year. The employee's salary will remain as adjusted unless the employee requests readjustment on or before December 1 preceding the effective year. Salary adjustments will not change the employee's base pay or classification status for the purpose of determining Pay Equity.

12.5 Any regular full-time employee leaving employment with the City shall be compensated for vacation leave accrued to the day of separation of the employee's last full-time pay, provided the following:

A. Must give at least two (2) weeks notice in writing of termination of employment.

B. Must not be terminated due to misconduct.

If any of these apply, an employee will not be eligible for payment of earned but unused vacation, unless required by state law.

ARTICLE 13. OVERTIME.

13.1 Overtime shall be paid for hours worked in excess of posted schedule/shift or hours worked in excess of the standards for law enforcement as established by the Fair Labor Standards Act (FLSA).

13.2 Overtime shall be offered as equally a possible among employees in the same job classification. Refusal to work shall be considered the equivalent of having worked for the purposes of this Section.

13.3 If there are insufficient staff volunteers to work, overtime shall be assigned by seniority, with the least senior eligible officer being assigned unless the officer is physically incapable of so doing and his/her incapacity is verified by a doctor's certificate to be supplied by the employee upon the request of the EMPLOYER. No officer shall be assigned a required overtime shift for more than one (1) day in a seven (7) day period. The seven (7) day period shall be Sunday to Saturday of each week. This procedure shall be followed until the EMPLOYER'S needs are met.

13.4 When the Director of Public Safety or his/her designee declares a state of emergency, no refusal to work is acceptable except for physical incapacity.

13.5 "Compensatory Time," defined as time off in exchange for overtime worked by an employee, is available to all employees when the employee and the EMPLOYER agree to Compensatory Time in exchange for overtime pay. Compensatory Time is accrued at a rate equal to one and one-half (1.5) hours for each hour worked. Compensatory Time may be banked to a maximum of eighty (80) hours after which the Employee must receive overtime pay. For the purposes of training on an employee's regularly scheduled time off, employees may elect Compensatory Time on a "day for day" basis (if the training is attended for four (4) hours or less, the Compensatory Time shall accrue on an hour for hour basis or at one and one-half (1.5) hours for each P.O.S.T. approved credit hour). If the employee elects payment at the one and one-half (1.5) hour rate, the request must be made at the time of the request for the training. When the EMPLOYER requires training of the employee on the regularly scheduled time off, the employee will be compensated at the overtime rate of pay or, Compensatory Time, at the employee's option. As of the last payroll period of each year, all compensatory time in excess of forty (40) hours will be cashed out.

ARTICLE 14. REPORTING AND STANDBY TIME.

14.1 Employees called in outside their regular working hours, except for emergency work, shall be paid a minimum of three (3) hours at the rate of one and one-

half (1.5) their regular hourly rate, except that if the call-in time is within one (1) hour of the regular starting time, the employee shall receive one (1) hour of overtime.

14.2 When an employee is required to appear in court during his/her off-duty, he/she shall be compensated a minimum of three (3) hours at one and one-half (1.5) his/her regular hourly rate unless he/she is required, by the court, to appear for longer than three (3) hours, in which case he/she shall be compensated at one and one-half (1.5) his/her regular hourly rate. When court is scheduled one (1) hour before the start of an employee's shift, the employee shall receive one (1) hour of overtime. For purposes of the interpretation of this paragraph, the phrase "to appear in court" shall include all times during which such court may be in session and during which the employee's presence is required and all times during which the court may be in recess, during which times the employee is required to remain at or about the courthouse pursuant to the reconvening of such court; provided, however, that such recesses shall not include any normal luncheon recess in excess of one (1) hour in duration. Employees shall be entitled to three (3) hours pay at the overtime rate when a regularly scheduled court appearance is canceled without twenty-four (24) hours advance notice to the employee.

14.3 Employees required by the EMPLOYER to be on-call shall be compensated at a rate of \$4.00 per hour for those hours required to be on-call.

ARTICLE 15. LAYOFF BY SENIORITY.

15.1 Layoff shall be by seniority; employees will have bumping rights to their most recent lower classification. Recall shall be governed by seniority. If an eliminated job is reinstated, employees shall have the right to exercise bumping rights to the reinstated job.

15.2 There shall be a two (2) year limitation on recall. Notice shall be given by certified mail to last known address of record. Employees shall have ten (10) days to respond to indicate their interest.

ARTICLE 16. UNIFORM / WEAPON ALLOWANCE.

16.1 The cost for uniform purchase and maintenance of uniforms, approved weapon, leather related to the weapon (holster and ammo pouches), shall be borne by

the employee. "Approved" weapons are those weapons identified in the Department of Public Safety's Firearms Policy (3-21 5.001). The EMPLOYER shall provide the employee a reimbursement of \$875 in 2014 and of \$900 in 2015 made in one (1) annual payment either in the first or second pay period in January. If an employee leaves employment of the City prior to December 31, after receiving the annual uniform/weapon allowance for that year, the employee shall reimburse the EMPLOYER for the unused portion of the allowance at a rate of \$72.92 in 2014 per month and \$75 in 2015 per month payable to half month.

16.2 New employees shall receive up to a two (2) year advance of their uniform allowance, upon the employee's request. When an advance is provided to a new employee and the employee resigns or is terminated within the timeframe of the advance, the employee must reimburse the EMPLOYER for the prorated share of the allowance. Reimbursement must be made prior to leaving the employment of the City, or the EMPLOYER will withhold the prorated share from the employee's final pay.

16.3 The EMPLOYER will provide duty ammunition for required training and qualification.

ARTICLE 17. EDUCATION.

17.1 The EMPLOYER will reimburse any certified permanent regular full-time employee the tuition cost for any successfully completed, approved class in any college, vocational school or correspondence school curriculum. Prior written approval of the course must be given by the Director of Public Safety or his/her designee and City Manager. Successful completion means that the employee receives a mark or score which the college or school classifies as a passing mark. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. The EMPLOYER will make every effort to arrange work schedules around class schedules where this will cause no disruption of service; however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule assignments shall be reported to the City Manager in writing.

17.2 The EMPLOYER will continue to provide and pay for the police training and certification necessary for possessing certification as determined by management.

17.3 The EMPLOYER will pay the P.O.S.T License fee for all employees requiring such license.

ARTICLE 18. RESIDENCE.

As per State Statute.

ARTICLE 19. INSURANCE.

19.1 The EMPLOYER will contribute ninety percent (90%) of the premium cost for the City's Traditional Plan, and not the available optional, group health insurance plan and the employee will contribute ten percent (10%) of the premium cost for dependent coverage for the City's health insurance for full-time employees. The EMPLOYER will contribute one-hundred percent (100%) of the cost for single coverage for the City's Traditional Plan, and not the available optional health insurance plan. The Double Gold with Co-Pay Plan will be eliminated at the end of 2014.

19.2 The EMPLOYER will pay an insurance rebate to those employees who decide to take single health insurance coverage instead of dependent/family health insurance. This rebate will be fifty percent (50%) of the difference in cost between the single coverage and the dependent coverage. Employees receiving the rebate effective January 2014 will receive a one time payout of .5% of base wage in 2014. Effective January 1, 2015 (the first pay period of 2015) and thereafter, the rebate will be as established for 2015 unless the rebate is less than the 2014 rate. The higher of rates will be adopted as the rebate rate for 2015 and into the future. Employees hired after January 1, 2009 will not be eligible for the insurance rebate. Effective January 1, 2011, employees will not be eligible for the insurance rebate if they switch from dependent/family to single coverage.

19.3 Subject to the continued approval of the City's insurance carrier, employees with ten (10) years of full-time service may, at their option (or spouse's option in case of death) place their sick leave payment in a fund to be utilized to pay their health insurance premiums. Interest will be paid to the fund on December 31st of each year, figured on the balance as of June 30th of that year at the passbook savings

interest rate of a full service bank. In case of death of the employee and later of the spouse, the remaining balance will be paid to the appointed beneficiary or the estate, whichever the case may be. When the employee no longer desires this payment, the remaining balance may be paid to the employee or his/her estate.

19.4 In the event that the health insurance provisions of this agreement fail to meet the requirement of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over the alternative provisions so as to comply with the Act and avoid penalties, taxes or fines for the employer.

ARTICLE 20. LONGEVITY.

The following percentages shall control in computing longevity:

20.1 One percent (1%) increase over and above base wage after completing the fifth (5th) year of service.

20.2 Two and one-quarter percent (2.25%) over and above base wage after completing the tenth (10th) year of service.

20.3 Three and three-quarters percent (3.75%) over and above base wage after completing the fifteenth (15th) year of service.

20.4 Five and one-half percent (5.5%) over and above the base wage after completing the twentieth (20th) year of service.

20.5 Seven and one-half percent (7.5%) over and above base wage after completing the twenty-fifth (25th) year of service.

20.6 Ten percent (10%) over and above base wage after completing thirty (30) years of service.

20.7 Only regular, full-time, hourly or monthly service shall constitute length of service for longevity purposes. Anniversary dates will be computed as of the first of the month.

20.8 Whenever an officer or employee has a break in service, only that time which he/she is listed on the payroll for full-time, monthly service will be considered for longevity purposes.

20.9 Longevity computed on the above schedule may exceed the maximum salary range by the amount of longevity, which is set in compensation schedules.

20.10 All employees must make a one (1) time irrevocable choice between the existing longevity program and a performance pay program developed by the EMPLOYER.

20.11 There will be a longevity increase freeze from July 1, 2012 to December 31, 2012. Longevity increases will be applied in January 1, 2013.

ARTICLE 21. GENERAL PROVISIONS.

It is mutually agreed that all new employees hired after January 1, 1974, shall be provided a written statement by the EMPLOYER indicating that probation will not be completed until twelve (12) months after the successful completion of Minnesota P.O.S.T. licensure, being understood that this could result in a probationary period exceeding twelve (12) months from date of employment.

ARTICLE 22. OUT-OF-CLASS COMPENSATION.

The EMPLOYER (hereafter referred to as the "City") agrees to pay Police Officers, as part of the bargaining unit, thirteen and one-half percent (3.75%) above their base rate of pay whenever they work as a Sergeant. It is understood that the determination as whom, when, for how long, and how many persons will work as a Sergeant, is solely at the discretion of the EMPLOYER. Officers may decline this assignment. Police Officers serving as a Sergeant will, at a minimum, perform the following responsibilities:

- A. Assign work.
- B. Review subordinate's work in order to approve or disapprove the work.
- C. Supervise field personnel.
- D. Supervise the handling and be responsible for the handling of calls for police service.

ARTICLE. 23. WAGE RATE.

23.1 Effective January 1, of each year of this agreement, the monthly base wage of the employees in the bargaining unit shall be as follows:

POSITION	January 1, 2014		July 1, 2014		January 1, 2015		July 1, 2015	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Senior Police Officer	\$5,290.13	\$30.5200	\$5,343.03	\$30.8252	\$5,449.89	\$31.4417	\$5,504.39	\$31.7561
First Grade Police Officer	\$5,136.07	\$29.6312	\$5,187.43	\$29.9275	\$5,291.19	\$30.5261	\$5,344.11	\$30.8314
Second Grade Police Officer	\$4,497.55	\$25.9474	\$4,542.53	\$26.2069	\$4,633.37	\$26.7310	\$4,679.71	\$26.9983
Third Grade Police Officer	\$4,402.30	\$25.3979	\$4,446.33	\$25.6519	\$4,535.25	\$26.1649	\$4,580.59	\$26.4265
Probationary Police Officer	\$4,299.50	\$24.8048	\$4,342.49	\$25.0528	\$4,429.34	\$25.5539	\$4,473.63	\$25.8094

The wages shown for 2014 reflect a two percent (2%) increase January 1, 2014 and a one percent (1%) increase July 1, 2014 over the wages in 2013. The wages shown for 2015 reflect a two percent (2%) increase January 1, 2015 and a one percent (1%) increase July 1, 2015 over wages in 2014.

23.2 Police Officers who have reached their nine (9) year anniversary with the Mankato Department of Public Safety will be a Senior Police Officer. The Senior Police Officer is not applicable to those employees hired under lateral entry until they have reached nine (9) years of service with the City of Mankato.

23.3 The EMPLOYER will generally attempt to hire new employees at the Probationary Officer level of the wage schedule unless experience or qualifications indicate a different placement on the schedule. The EMPLOYER may pay an employee at any level within the salary range that the EMPLOYER determines appropriate.

23.4 Employees working between the hours of 9:00 p.m. and 7:00 a.m. shall be paid a differential of fifty cents (\$0.50) per hour for all hours worked during this time.

ARTICLE 24. TRAVEL TIME PAY.

Employees shall be reimbursed at the current IRS rate for each mile driven on City business while using a non-City furnished vehicle. Reimbursement will not be made when a City vehicle is available.

ARTICLE 25. STATE OF EMERGENCY.

In the event of a State of Emergency such as, but not limited to, tornado, flooding, terrorist attack, and/or pandemic declared by the President or Governor, directly affecting the corporate limits of the City of Mankato.

25.1 The EMPLOYER may assign employees to perform work outside of their normal duties and responsibilities as the EMPLOYER determines is necessary to provide emergency disaster services.

25.2 The EMPLOYER will provide employees with available protection as appropriate for the nature of the disaster and disaster service activities, such as vaccinations and protective clothing, while they are engaged in disaster service activities.

25.3 In the event of a disaster, the timelines set forth in this AGREEMENT will be suspended, including, but not limited to, job posting periods, grievance procedure, work schedule changes, probation periods, and collective bargaining negotiations. Any grievance actions or other timelines suspended during the declared State of Emergency will be reactivated immediately upon expiration of a State of Emergency.

ARTICLE 26. SAVINGS CLAUSE.

26.1 To the extent a provision of the contract is declared to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislative or administrative regulations, said provisions shall be void and of no effect.

ARTICLE 27. WAIVER.

27.1 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.

27.2 The parties mutually agree that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals in respect to any term or condition of employment defined by law as bargainable. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unequivocally waives the right to meet and referred to or covered by this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this AGREEMENT was negotiated or executed.

ARTICLE 28. DURATION OF AGREEMENT.

28.1 This AGREEMENT shall be effective and in full force and effect, except where otherwise noted, from the first day of January 2014, to the 31st day of December 2015.

IN WITNESS WHEREOF, the undersigned have caused this AGREEMENT to be executed this 14th day of July, 2014.

IN PRESENCE OF:

LAW ENFORCEMENT LABOR
SERVICES, INC

CITY OF MANKATO

By: 
For UNION

By: 
City Manager
For EMPLOYER