

**LABOR AGREEMENT
BETWEEN
CITY OF WOODBURY
AND
WOODBURY POLICE OFFICERS ASSOCIATION**

Effective December 13, 2015 through December 8, 2018

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into as of the 13th day of December, 2015, between the City of Woodbury, hereinafter called the EMPLOYER, and the Woodbury Police Officers Association, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.01 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.02 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.03 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION through this AGREEMENT shall continue their dedication to the highest quality police service and protection to the residents of Woodbury. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.01 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, for all police personnel in the following job classifications:
 - Detective
 - Patrol Officer
 - Patrol Officer – Firefighter
 - Patrol Officer – Paramedic
 - School Resource Officer (SRO)
 - Field Training Officer (FTO)
- 2.02 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion in the bargaining unit of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.01 UNION: Woodbury Police Officers Association
- 3.02 UNION MEMBER: A member of the Woodbury Police Officers Association.
- 3.03 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.04 DEPARTMENT: The City of Woodbury Police Department.
- 3.05 EMPLOYER: The City of Woodbury.
- 3.06 CHIEF: The Chief of the Woodbury Police Department.
- 3.07 UNION OFFICER: Officer elected or appointed by the Woodbury Police Officers Association.
- 3.08 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.09 SCHEDULED SHIFT: A consecutive work period including two (2) rest breaks and a lunch break.
- 3.10 REST BREAK: Two (2) periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment of the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 PROBATIONARY PERIOD: That one (1) year period of time from the employee's date of hire until he/she becomes a permanent employee.
- 3.14 BASE PAY RATE: That wage rate paid to the employee exclusive of such payments as overtime, longevity, educational incentive, or other fringe benefits or premium payments.

- 3.15 DETECTIVE: An officer assigned to work investigations under the direction of the Investigations Commander or when such assignment is identified by the Chief of Police as a career development or training assignment. An officer identified as a Detective (under any of the aforementioned alternatives) may be reassigned to other work duties for a specified period of time by the Chief or his designee.

Training or career development assignments to investigative duties will not exceed one year per assignment.

ARTICLE 4 - EMPLOYER SECURITY

- 4.01 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.
- 4.02 Any employee who engages in a strike may have his/her appointment or employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but such employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment or contract of employment, as he/she may have heretofore been entitled. No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 5 - EMPLOYER AUTHORITY

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

- 5.02 Any term and condition 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 6 - UNION SECURITY

- 6.01 The EMPLOYER shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.02 The EMPLOYER shall deduct from the wages of employees who elect not to become members of the UNION a "fair share" fee as per Minnesota Statutes 179A.06, Subdivision 3, if so requested in writing by the UNION. Such monies shall be remitted as directed by the UNION.
- 6.03 The UNION may designate employees from the bargaining unit to act as a UNION OFFICERS and/or stewards and shall inform the EMPLOYER in writing of such choice and changes in the position of UNION OFFICER and/or stewards.
- 6.04 The EMPLOYER shall make space available on the employee bulletin board for the posting of UNION notice(s) and announcement(s).
- 6.05 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 6.06 The EMPLOYER is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, marital status, status with regard to public assistance, religion, age, sexual orientation or disability.

ARTICLE 7 - EMPLOYEE RIGHTS, GRIEVANCE PROCEDURE

- 7.01 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.
- 7.02 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 Section 6.03 of this AGREEMENT.

7.03 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of a grievance 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 have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.04 Procedure. Grievance, as defined by Section 7.01, shall be resolved in conformance with the following procedures:

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 a grievance to the Employee's supervisor as designated by the EMPLOYER. 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 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 EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative 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 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 in writing by requesting a list of seven (7) impartial arbitrators from the Bureau of Mediation Services within ten (10) calendar days following the receipt by the UNION of the EMPLOYER-designated representative's final answer in Step 3. Any

grievance not appealed in writing to Step 4 by the UNION through a request to the Bureau for a list of seven (7) impartial arbitrators within ten (10) calendar days shall be considered waived. The ten (10) calendar days for the UNION to request a list of arbitrators does not begin running until the UNION receives the EMPLOYER -designated representative's written Step 3 response.

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. The parties shall select the arbitrator within thirty (30) calendar days of receipt of the arbitration panel from the Bureau of Mediation Services. The grievance arbitration hearing shall be scheduled within 12 months of the arbitrator's selection except where the parties mutually agree to waive the 12 months, both parties agree to a continuance, or a continuance is ordered by the arbitrator. If the UNION does not meet the aforementioned timelines, the grievance shall be considered waived. The EMPLOYER's failure or refusal to meet the aforementioned timelines shall not result in any waiver by the UNION.

7.05 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 the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- 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 decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented
- C. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each 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.

- 7.06 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 written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 8 - SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY

- 9.01 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the EMPLOYER on the basis of time in grade and time within a specific classification.
- 9.02 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 9.03 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his layoff before any new employee is hired.
- 9.04 Vacation bids for the prime vacation period shall be selected on basis of seniority. The prime vacation period is May 31 through September 15.
- A. Bids must be received by April 30th to be considered.
 - B. Bids for the prime vacation period received after April 30th will be awarded on first come, first served basis.

- C. A copy of the vacation schedule shall be available for inquiry.
 - D. Only two weeks of vacation may be taken in the prime vacation period by any employee covered under this agreement. However, additional vacation time may be taken if approved by a supervisor.
 - E. Any vacations bid prior to or after the officer's vacation period shall be bid on first come, first-served basis.
 - F. Vacation bids will be accepted no more than 365 days prior to the vacation date.
- 9.05 Senior employees will be given preference with regard to change in job classification by transfer, assignment, or promotion when the job relevant qualifications of the employee are equal.
- 9.06 The EMPLOYER has the right to assign an employee to any shift during the first eighteen (18) months of their employment. Following initial paramedic or firefighter training, the EMPLOYER has the right to assign an EMPLOYEE to any shift during the first twelve (12) months after the training, exclusive of any leave of absence, as long as the employee is in the EMPLOYER'S training program. After this time, the bid process will be by seniority.

ARTICLE 10 - DISCIPLINE

10.01 The EMPLOYER will discipline employees for just cause only.

Discipline will be in the form of :

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

10.02 Suspensions, demotions and discharges will be in written form.

10.03 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.

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

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

10.06 Employees will not be questioned concerning an investigation of disciplinary action unless they have been advised that they have the

opportunity to have an UNION Representative present at such questioning.

- 10.07 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.

ARTICLE 11 - CONSTITUTIONAL PROTECTION

- 11.01 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 - WORK SCHEDULE

- 12.01 The normal work year for full-time employees is two thousand eighty (2,080) hours worked in 52 weeks. Work hours will be accounted for by:
- A. scheduled work hours;
 - B. training; and
 - C. paid time off.
- 12.02 The work schedule shall be posted two (2) weeks prior to the beginning of the new twenty-eight (28) day work schedule. A change in shift schedule can be made provided seventy-two (72) hours advance notice was provided.

ARTICLE 13 - OVERTIME

- 13.01 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee of overtime under this Article unless the shift change occurs within 72 hours of the scheduled start of the shift change.
- 13.02 Overtime will be distributed as equally as practicable. As practically as possible, the employee with the least amount of overtime hours will be awarded the overtime shift 72 hours in advance of the start of that shift. If an employee is awarded an overtime shift and within 72 hours prior to the start of that shift, the shift is cancelled the employee will, at the employee's option, be allowed to work those scheduled overtime hours. No payment shall be made if the employee chooses not to work said hours.
- 13.03 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.04 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.05 Employees have an obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

- 13.06 Upon the completion date of each contract year, each full-time employee's cumulative hours worked at straight time during the year will be reconciled with 2,080 hours. Full-time employees will receive overtime for all time worked in excess of 2,080. Officers who have not worked at least 2,080 (or a prorated amount based on portion of the year employed) may use accumulated vacation hours to cover the shortage or carry a negative balance forward into the following year.

This negative balance carried forward will not count towards the following year's 2,080 hours to be worked.

ARTICLE 14 - COURT TIME

- 14.01 An employee who is required to appear in court during a scheduled day off shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hours minimum.
- 14.02 An employee who is required to report early or extend a regularly scheduled shift for court appearance shall receive compensation at one and one-half (1-1/2) times the employee's base rate of pay.

An employee who is required to appear in court on a regularly scheduled day shall receive a minimum of three (3) hours pay if the appearance is not within two (2) hours of the start or end of the work shift.

ARTICLE 15 - CALL BACK AND STANDBY

- 15.01 An employee who is called back to duty during his scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 15.02 Paramedics will receive one-quarter (1/4) hour of pay for each hour designated on standby by the Chief of Police or his designee.

ARTICLE 16 - WORKING OUT OF CLASSIFICATION

- 16.02 Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification for five (5) consecutive working days or more shall receive the salary schedule of the higher classification.

ARTICLE 17 - SALARY SCHEDULE

- 17.01 The salary schedule for employees under the AGREEMENT shall be as in Appendix A for the terms of this AGREEMENT.

ARTICLE 18 - HOLIDAYS

- 18.01 The EMPLOYER grants to each employee eighty (80) hours of paid holidays per year.
- 18.02 Each employee shall receive eighty (80) hours of pay on or before December 15 of each year in lieu of holidays off. At the employee's option, up to forty (40) of these hours of holiday time may be used as time off in lieu of pay on or before Thanksgiving Day of each year.
- 18.03 Double time shall be paid for all work on Christmas Day, New Year's Day, Thanksgiving Day, and Easter Sunday. Time and one-half (1 ½) shall be paid for all work on Memorial Day, 4th of July, Labor Day, Veteran's Day, President's Day, and Martin Luther King Day.
- 18.04 The hourly rate for overtime worked on a 1.5-time Holiday shall be two (2) times the employee's regular hourly rate of pay which includes base wages, longevity, and special assignment pay (if working in that capacity on the holiday).
- The hourly rate for overtime worked on a Double-time Holiday shall be two and one-half (2.5) times the employee's regular hourly rate of pay which includes base wages, longevity, and special assignment pay (if working in that capacity on the holiday).
- 18.05 Each employee shall be allowed sixteen (16) hours of personal floating holiday. Those sixteen (16) hours shall be used as time off only and not paid for in lieu of being taken off.

ARTICLE 19 - VACATIONS

- 19.01 The EMPLOYER grants to each employee paid vacation as per the following schedule:
- 0 through 5 years of service, 80 hours per year
 - 6 through 10 years of service, 120 hours per year
 - 11 through 15 years of service, 8 additional hours per year to a maximum of 160 hours
 - 15 and over years of service, 160 hours per year
- 19.02 Employees shall earn vacation during the probationary period, but shall not use vacation leave without the approval of the EMPLOYER.
- 19.03 Employees may carry over a maximum vacation leave of 192 hours.
- 19.04 Vacation leave may be used as earned, provided the Chief of Police or

designated representative approves the requested times.

- 19.05 Any employee leaving City employment shall receive all unused accumulated vacation leave calculated to the final day of employment if said employee has given proper notice of fourteen (14) days.
- 19.06 Employees shall be eligible for the Vacation Purchase and Sell Back Benefit Program as outlined in City Policy.
- 19.07 The city administrator may establish a higher level of vacation accrual for new employees. An employee may be granted credit for past law enforcement experience for placement in the vacation schedule.

ARTICLE 20 - SICK LEAVE

- 20.01 The EMPLOYER grants to each employee paid sick leave at the rate of eight (8) hours per month for each month of employment, or major fraction thereof.
- 20.02 Employees shall earn sick leave during the probationary period but shall not use sick leave without the approval of the EMPLOYER.
- 20.03 The EMPLOYER may require a medical certificate for any sick leave absence at the discretion of the EMPLOYER.
- 20.04 Each employee in order to be eligible for sick leave pay shall report to the Chief of Police or his duly appointed assistant at his home or office, prior to the start of his scheduled shift the reason for the use of sick leave.
- 20.05 Each employee shall keep the department informed of his/her condition if the absence is of more than one (1) day.
- 20.06 Each employee shall be allowed a maximum accumulation of eight hundred (800) hours of sick leave. After the maximum accumulation is reached, each employee shall earn sick leave at the rate of four (4) hours banked sick leave. Banked sick leave shall be used only after the maximum accumulation of eight hundred (800) hours is exhausted.

ARTICLE 21 - FALSE ARREST

- 21.01 The EMPLOYER will provide and pay for false arrest insurance in a plan chosen and offered by the EMPLOYER.

ARTICLE 22 - INSURANCE

- 22.01 The EMPLOYER will contribute to the employee's and dependent's health insurance, dental insurance, life insurance, and disability insurance in the amount equal to the non-unionized clerical, technical, professional, and managerial employees.

ARTICLE 23 - TRAINING

- 23.01 The EMPLOYER will post announcements of those training schools to which employees may be sent. Selection of attendees will be made by the Chief of Police. Genuine effort shall be made to send as many employees to school as practicable.

ARTICLE 24 - CLOTHING ALLOWANCE

- 24.01 The EMPLOYER agrees to provide each new employee with a complete uniform and all necessary equipment needed to carry out the required duties of a Patrol Officer for the City of Woodbury as well as any newly required items. If an employee does not complete the required probationary period, all uniforms and equipment will be returned to the EMPLOYER before the employee receives his or her final payroll check.
- 24.02 The EMPLOYER shall provide each employee with an annual clothing allowance for required uniforms and related items in the amount of eight hundred ninety dollars (\$890.00) each contract year. New employees will not receive any clothing allowance until the completion of their one year probation period. At that time, they will receive a pro-rated amount for the remainder of the year. Each year thereafter, they will receive the clothing allowance as described above. Employees may carry over the entire unused portion of their allowance from one year to the next.
- 24.03 Clothing damages in the line of duty will be replaced by the EMPLOYER at no cost to the employee provided the need for replacement clothing is not due to negligence on the part of the employee.

ARTICLE 25 - SAFETY

- 25.01 The EMPLOYER adheres to the principle that employees should work in a safe environment. Accordingly, each employee has an obligation to observe safe working practices and to alert his/her supervisor to the existence of specific safety hazards.

ARTICLE 26 - UNION MEETINGS

- 26.01 An employee may not attend UNION meetings during his/her normal shift without prior approval of the EMPLOYER.

ARTICLE 27 - SEVERANCE PAY

- 27.01 All permanent employees who have completed ten (10) years of service with the City shall be entitled to fifty percent (50%) of the unused sick leave as severance pay, such payment not to exceed six hundred (600) hours maximum upon retirement or if they become disabled so they must terminate their employment. In the case of death, their beneficiary shall

be entitled to their severance pay pursuant to the same provisions and conditions.

ARTICLE 28 - INJURY ON DUTY

28.01 Any employee injured on duty shall receive up to seven hundred twenty (720) working hours without loss to any accrued sick leave or vacation leave provided as follows:

- A. The first twenty four (24) hours are charged to employees' sick leave accrual.
- B. The employee reports the injury as soon as possible to the Chief of Police.
- C. The injury is of a nature which is covered by Workers Compensation.
- D. If requested and paid for by the EMPLOYER, the employee shall submit to an examination by a competent medical practitioner.
- E. The employee shall report the amount of Workers Compensation to the EMPLOYER. The EMPLOYER shall pay the employee the difference between Workers Compensation and the employee's regular salary.

ARTICLE 29 - LONGEVITY PAY

29.01 The EMPLOYER agrees to pay longevity pay as per the following:

After 8 years of service	5% of salary per month
After 12 years of service	7% of salary per month
After 16 years of service	9% of salary per month

ARTICLE 30 - EXTRA VACATION ALLOCATION

30.01 Any employee that maintains a sick leave balance of eight hundred (800) hours annually shall receive eight (8) additional hours of vacation per year.

30.02 The EMPLOYER agrees to grant additional vacation time to an employee based upon the following schedule of sick leave actually used in the preceding year.

<u>Maximum Sick Leave Used by Employee</u>	<u>Extra Earned Vacation Hours</u>
0 Hours	16 hours
8 hours or less	13 hours
8+ - 16 hours	11 hours
16+ - 24 hours	8 hours
24+ - 32 hours	5 hours
32+ - 40 hours	3 hours

40+ hours

0 hours

Employees who become eligible for and receive wage-loss benefits through the workers compensation insurance carrier and who have their sick leave account reimbursed shall not have that original sick leave usage counted against their maximum sick leave used for extra vacation allocation purposes.

ARTICLE 31 - FUNERAL LEAVE

- 31.01 Employees shall be eligible for up to three days per incident of leave for the death of a spouse, father, mother, brother, sister, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandparents-in-law, brother-in-law, sister-in-law, grandchild, or any step family of those listed. Up to twenty-four (24) hours may be used from funeral leave, and the remaining six (6) hours may be used from sick leave. If out-of-state travel is required, the maximum sick leave usage will be determined on a case-by-case basis.

ARTICLE 32 - LICENSE FEES

- 32.1 The EMPLOYER agrees to pay for certification fees of police officers, paramedics, and patrol officer-firefighters

ARTICLE 33 - WAIVER

- 33.01 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.
- 33.02 The parties mutually acknowledge that during the negotiations that resulted in this AGREEMENT, each had the unlimited 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 this AGREEMENT for the stipulated duration of this AGREEMENT.

The EMPLOYER and the UNION 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 condition 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 of the parties at the time this AGREEMENT was negotiated or executed.

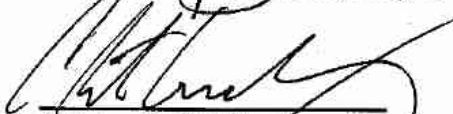
ARTICLE 34 - DURATION

34.01 This AGREEMENT shall be effective as of the 13th day of December, 2015 and shall remain in full force and effect through the 8th day of December 2018, or until a new AGREEMENT is signed with the exclusive representative of the Police Department.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS 13th DAY OF November, 2015.

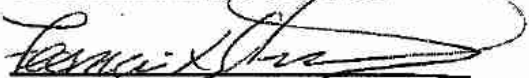
CITY OF WOODBURY


Mary Giuliani Stephens, Mayor



Clinton P. Gridley,
City Administrator


Jody Brown,
Administration Services Director

**WOODBURY POLICE
OFFICERS ASSOCIATION**


Fran Schmitz, President


Nick Wachal, Vice-President


Chris Rheault, Steward

APPENDIX A

SALARY SCHEDULE EFFECTIVE DECEMBER 16th, 2012 - December 12th, 2015 FOR PATROL OFFICERS:

- a. **Base Wages.** An employee may be granted credit for past law enforcement experience for base pay purposes only. Once an employee is placed on the pay schedule, movement shall occur on the anniversary date of his/her employment, and a maximum of twelve (12) months shall be served in between each step.

	12/13/15	12/11/16	12/10/17
Step A	\$ 25.85	\$ 26.56	\$ 27.36
Step B	\$ 29.26	\$ 30.06	\$ 30.96
Step C	\$ 32.65	\$ 33.55	\$ 34.56
Step D	\$ 35.37	\$ 36.34	\$ 37.43
Step E	\$ 36.80	\$ 37.81	\$ 38.94

- b. Assignment pay for School Liaison/Juvenile Coordinator shall be \$1.17 per hour. Detective pay shall be \$1.95 per hour. Assignment pay for Field Training Officer (FTO) shall be \$3.22 per hour while performing the duties of FTO.

Full-time employees will be compensated every two weeks at their individual rate per hour multiplied by eighty (80) hours regardless of the number of hours actually scheduled. Overtime earned pursuant to stipulations of this contract or the Fair Labor Standards Act will be added to that amount.

- c. Assignment pay for paramedic shall be an additional seven percent (7%) over base pay (not including longevity) when assigned to the position of paramedic.
- d. Officers assigned to K-9 duty will receive an extra one-half hour credit per day that they are responsible for the care of the dog, regardless of whether the day is a work day or a day off.
- e. Specialty pay cannot be compounded or pyramided. Only one specialty pay to be paid at one time, with the exception of FTO and firefighter, FTO and paramedic pay.
- f. Assignment pay for Patrol Officer – Firefighter shall be \$1.56 per hour when assigned to the Patrol-Officer-Firefighter assignment.