



2018 – 2020

Labor Agreement

Between

**The City of ST. Cloud and
Law Enforcement Labor Services
SERGEANTS**

Table of Contents

| | |
|---|----------|
| Article I. Purpose of Agreement | 1 |
| Article II. Non-Discrimination | 1 |
| Article III. Definitions | 1 |
| Article IV. Recognition | 2 |
| Article V. Management Rights | 2 |
| Article VI. City Responsibilities | 3 |
| Article VII. LELS Responsibilities | 3 |
| Article VIII. Grievance Procedure | 4 |
| a) Definition of Grievance | 4 |
| b) Organization Representatives | 4 |
| c) Processing of Grievance | 4 |
| d) Procedure | 4 |
| e) Arbitrator's Authority | 5 |
| f) Waiver | 5 |
| g) Grievance Representative | 5 |
| h) Discipline | 5 |
| i) Election of Remedies | 5 |
| j) Disciplinary Action/Employee Misconduct Forms | 6 |
| Article IX. Negotiation Through Designated Representatives | 6 |
| Article X. Probationary Periods | 6 |
| 10.1. Original Agreement | 6 |
| 10.2. Termination | 6 |
| 10.3. Promotions | 6 |
| 10.4. Reassignment | 6 |
| 10.5. Right to Return | 6 |
| 10.6. Appointment from Re-employment Lists | 6 |
| 10.7. Transfer | 7 |
| 10.8. Demotion | 7 |

| | |
|--|-----------|
| 10.9. Interruption of Services..... | 7 |
| 10.10. Performance Reports..... | 7 |
| 10.11. Permanent Status | 7 |
| Article XI. Work Schedules | 7 |
| 11.1. Posting..... | 7 |
| 11.2. Work Day and Work Week | 7 |
| 11.3. Rest and Lunch Periods..... | 7 |
| 11.4. Attendance..... | 7 |
| Article XII. Overtime | 7 |
| 12.1. Overtime..... | 7 |
| 12.2. Holiday Hours..... | 8 |
| 12.3. Return to Duty Pay | 8 |
| 12.4. Training Pay | 8 |
| 12.5. M.P.P.O.A. Annual State Conference | 9 |
| 12.6. On-Call Status | 9 |
| 12.7. No Duplication of Overtime and Other Premium Pay | 9 |
| 12.8. Electronic Communications..... | 9 |
| Article XIII. Insurance | 9 |
| 13.1. Medical Plans..... | 9 |
| 13.2. Life and Dental Plans | 9 |
| 13.3. Insurance Contributions | 10 |
| 13.4. Retiree Insurance | 10 |
| 13.5. Post-Employment Health Care Savings Plan..... | 11 |
| Article XIV. Salaries..... | 11 |
| 14.1. Pay Plan..... | 11 |
| 14.2. Pay Anniversary Date..... | 11 |
| 14.3. Merit Step Increases | 12 |
| 14.4. Reallocation..... | 12 |
| 14.5. Promotion | 12 |
| 14.6. Demotion | 12 |
| 14.7. Reinstatement | 13 |

| | |
|---|-----------|
| 14.8. Transfer | 13 |
| 14.9. Appointment of Employee to Another Department | 13 |
| 14.10. Section Intentionally Left Blank..... | 13 |
| 14.11. Shift Differential..... | 13 |
| 14.12. Subsistence Allowance | 13 |
| 14.13. Uniform Allowance | 13 |
| 14.14. Method of Computing Pay | 13 |
| 14.15. Method of Salary Payment..... | 13 |
| 14.16. Payroll Deductions | 14 |
| 14.17. Application of Compensation Plan | 14 |
| 14.18. Working Out of Class..... | 14 |
| Article XV. Holidays | 14 |
| 15.1. Holiday Pay | 14 |
| 15.2. Work on Holidays..... | 14 |
| Article XVI. Vacations..... | 15 |
| 16.1. Vacation Earning Schedule | 15 |
| 16.2. Anniversary Date | 15 |
| 16.3. Probationary Period | 15 |
| 16.4. Availability of Vacation | 15 |
| 16.5. Maximum Accrual | 16 |
| 16.6. Requests for Vacation Leave..... | 16 |
| 16.7. Waiving Vacation Prohibited | 16 |
| 16.8. Rescheduling Vacation for Illness..... | 16 |
| 16.9. Unused Vacation..... | 16 |
| Article XVII. Longevity Pay..... | 16 |
| 17.1. Establishing Longevity..... | 16 |
| 17.2. Rate of Longevity Pay | 16 |
| 17.3. Continuous Service to be Eligible | 17 |
| 17.4. Date of Eligibility..... | 17 |
| 17.5. Overtime Pay Does Not Apply | 17 |
| 17.6. Date of Payment..... | 18 |

| | |
|--|-----------|
| Article XVIII. Leaves of Absence | 18 |
| 18.1. Sick Leave | 18 |
| 18.2. Unused Sick Leave | 18 |
| Payment Upon Disability, Separation, or Death | 18 |
| Payment for Unused Sick Leave | 18 |
| 18.3. Causes for Granting Sick Leave | 18 |
| 18.4. Notification of Need for Sick Leave | 18 |
| 18.5. Waiving Use of Sick Leave | 19 |
| 18.6. Physician's Certificate | 19 |
| 18.7. Injury On-Duty Pay | 19 |
| 18.8. Worker's Compensation | 19 |
| 18.9. Injury on Non-City Job | 20 |
| 18.10. Funeral Leave | 20 |
| 18.11. Military Leave | 20 |
| 18.12. Other Leaves of Absence with Pay | 20 |
| 18.13. Leaves of Absence Without Pay | 20 |
| 18.14. Leave to Attend Employee Organization Meeting | 20 |
| 18.15. Procedure for Requesting Leave of Absence | 20 |
| 18.16. Benefits While on Leave of Absence | 21 |
| 18.17. Re-Employment After Leave of Absence | 21 |
| 18.18. Personal Leave Day | 21 |
| Requests for Personal Leave Day | 21 |
| Waiving Personal Leave Day Prohibited | 21 |
| Carryover of Personal Leave Day Prohibited | 21 |
| Splitting of Personal Leave Day Hours Prohibited | 21 |
| Payment of Personal Leave Upon Termination of Employment | 21 |
| Article XIX. License Fee | 22 |
| Article XX. Section Reserved | 22 |

| | |
|--|-----------|
| Article XXI. Parking | 22 |
| Article XXII. Fitness | 22 |
| Article XXIII. Safety Glasses | 22 |
| Article XXIV. Term | 22 |
| Article XXV. Waiver | 22 |
| Article XXVI. Savings..... | 22 |

**MEMORANDUM OF UNDERSTANDING
LELS LOCAL #281
POLICE SERGEANTS**

Article I - Purpose of Agreement

- 1.1 This Memorandum of Understanding, entered into this day of _____, 2018 between the City of St. Cloud, hereinafter referred to as the City, and Law Enforcement Labor Services, Inc., hereinafter referred to as LELS, is intended to set forth the results of collective bargaining negotiations between the City and LELS.

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the City Charter or by the statutes of the State of Minnesota except as specifically stated and set forth in this agreement; and

WHEREAS, it is the intention of this Agreement to specify the full and complete understanding of the parties and to provide, where not otherwise mandated by statute or ordinance, for certain hours, wages, and other conditions of employment of the employees covered by this agreement to prevent interruptions of work interference with the efficient operation of the City, and to provide an orderly and prompt method for handling and processing grievances as they relate to the interpretation and/or application of this agreement.

NOW, THEREFORE, THE PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

Article II - Non-Discrimination

- 2.1 The City and LELS will not discriminate against any employee because of sex, race, color, nationality, religious or political belief, marital status, disability, age, or because of participation or non-participation in LELS affairs.

Article III - Definitions

- 3.1 **Board** means the Civil Service Board of the City of St. Cloud.
- 3.2 **Class** means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, that the same tests of fitness may be used to recruit employees, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.
- 3.3 **Classified Service** means the positions covered by Civil Service as provided for in the Home Rule Charter.
- 3.4 **Compensatory Time** means time off with pay in lieu of monetary payment for overtime worked.
- 3.5 **Continuous Operation** are those functions which are required to operate on a 24 hour per day, 7 day per week basis, which shall include Police.
- 3.6 **Departments** are the primary organizational units of the City as defined by the Administrative Code.

- 3.7 **Department Head** is an individual appointed to head a department and shall include any individual properly designated to act for the department head in his absence.
- 3.8 **Division** means a branch of a department of the City service.
- 3.9 **Employee** is a sergeant included within the group of personnel subject to representation by LELS as provided in Article IV of this memorandum.
- 3.10 **Employer** is the City of St. Cloud, Minnesota.
- 3.11 **Permanent Employee** means an employee in the classified service who has successfully completed a probationary period.
- 3.12 **Position** means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.
- 3.13 **Probationary Period** means a working test period during which an employee is required to demonstrate his fitness for the position to which he/she is appointed by actual performance of its duties.
- 3.14 **Reallocation** means a reassignment, or a change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class on the same level, on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position.
- 3.15 **Temporary Employee** means a person having no permanent status who may be hired to work for less than 30 hours a week, or to work full time not to exceed 9 months in any twelve-month period.
- 3.16 **Work Rules** are departmental regulations relating to working conditions.

Article IV - Recognition

- 4.1 The City recognizes LELS as the exclusive representative under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit: All essential licensed Sergeants employed by the City of St. Cloud Police Department, St. Cloud, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential, all other employees, and all other supervisory employees.

Article V - Management Rights

- 5.1 It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority that are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to:
- 1) The right to direct the working forces.
 - 2) To plan, direct, and control all the operations and services of the City.
 - 3) To determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted.

- 4) To hire, promote, assign, and transfer employees.
- 5) To contract for goods or services.
- 6) To demote, suspend, discipline, or discharge employees for legitimate reasons.
- 7) To make and enforce reasonable rules and regulations.
- 8) To change existing methods, equipment, or facilities.
- 9) To lay off employees as the City determines to be necessary for lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.

Article VI - City Responsibilities

- 6.1 It is agreed by the parties that the City will take such steps as are necessary to implement the provisions of this memorandum such as, but not restricted to, recommending passage and changes of new and existing ordinances and Civil Service Rules.

The City shall endeavor in good faith to resolve grievances and differences relating to terms and conditions of employment, acting within the framework of laws, charter provision, Civil Service Board Rules, and other special rules governing public employment.

Nothing in this Agreement shall be construed as delegating to others the duties and responsibilities conferred by law on any City official, or to in any way abridge or reduce such duties and responsibilities.

The City will comply with Minnesota Statutes, Sections 626.84 and 626.862, in its use of non-sworn personnel.

- 6.2 The City shall make space available on the employee bulletin board for posting union notices and announcements. The City shall also permit the use of computers for transmitting union notices and communications between members and or/LELS. This medium may not be used for transmitting notices to the City. Union/LELS use of the City's computers is done without an expectation of privacy and in accordance with the City's technology use policies. The City reserves the right to review all e-mail communications transmitted on its equipment.

Article VII - LELS Responsibilities

- 7.1 a) LELS and the City recognize the Public Employees Labor Relations Act of the State of Minnesota and pledge that all negotiations concerning the terms and conditions of employment with the City of St. Cloud shall be in compliance with said law.

b) Neither LELS, nor its officers nor agents, nor any of the employees covered by this agreement will engage in, encourage, sanction, or support any strikes, slow-downs, 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 or compensation or the rights, privileges, or obligations of employment. In the event that any employee violates this article, LELS shall

immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

c) All members of LELS will faithfully adhere to all applicable rules and regulations of the Civil Service Board and work rules of the City not in conflict with this agreement.

Article VIII - Grievance Procedure

8.1 a) **Definition of Grievance.** Grievance means a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this contract.

b) **Organization Representatives.** The City will recognize employee representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. LELS shall notify the City in writing of the names of such employee representatives and of their successors when so designated.

c) **Processing of Grievance.** It is recognized and accepted by both parties to this agreement 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 the employee 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 the employee and the employee 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.

d) **Procedure.** Grievances, as defined by Section (a) above, shall be resolved in conformance with the following procedure:

STEP 1: An employee claiming a violation concerning the interpretation or application of this contract shall, within ten (10) calendar days after such alleged violation, present such grievance to the employee's immediate supervisor outside the bargaining unit. 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 contract allegedly violated, the remedy requested, and shall be referred to Step 2 within ten (10) calendar days after the final answer in Step 1.

STEP 2: The written grievance shall be presented to and discussed with the department head. The department head shall give the employee and the employee representative who presented the grievance the employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. An additional copy shall be promptly mailed to the corporate offices of Law Enforcement Labor Services, Inc. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the final Step 2 answer.

STEP 3: The written grievance shall be presented to and discussed with the Mayor's Office. The Mayor's Office shall give the employee and the employee representative who presented the grievance the employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. An additional copy of the employer's answer shall be promptly mailed to the corporate offices of Law

Enforcement Labor Services, Inc. A grievance not referred in writing to Step 4 by the employee within ten (10) calendar days will be considered waived.

STEP 4: A grievance unresolved in Step 3 and appealed to Step 4 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 Public Employment Relations Board.

e) **Arbitrator's Authority.**

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the employee and shall have no authority to make a decision on any other issue not so submitted.

2. 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 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 shall be based solely on the arbitrator's interpretation or application of the express terms of this contract to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and LELS, 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.

f) **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 City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limited in each step may be extended by mutual written agreement of the City and LELS in each step.

A grievance time limit shall be considered to have been met if the grievance or appeal is mailed within the time limit.

g) **Grievance Representative.** Employees presenting grievances may choose to be represented by the grievance representative of LELS.

h) **Discipline.** The employer will discipline for just cause only.

i) **Election of Remedies.** 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 Section 7 or a procedure such as Civil Service, Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Section 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section 7.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Section 7 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Section 7.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. Denied, 506 U.S. 113 S.Ct. 299 (1992). If, Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

j) **Disciplinary Action/Employee Misconduct Forms.** The City will utilize two types of employee misconduct forms, temporary and permanent. Both shall be subject to the grievance procedure. Temporary misconduct forms shall be destroyed after one year.

Article IX - Negotiation Through Designated Representatives

- 9.1 The parties agree that all negotiations will be conducted exclusively between the designated representatives of the City and LELS. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations.

Article X - Probationary Periods

- 10.1 **Original Appointment.** Every person appointed to a position in the classified service through an original appointment shall serve a twelve (12) month probationary period.
- 10.2 **Termination.** At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the employer. Honorably discharged veterans as defined by MSA 197.45 shall be removed only in accordance with the provisions of MSA 197.46.
- 10.3 **Promotions.** Promoted employees in classified positions shall serve a probationary period of six months.
- 10.4 **Reassignment.** The appointing authority may reject any employee serving a probationary period after promotional appointment at any time during said period. A candidate who is rejected during a probationary period shall return to his/her former position.
- 10.5 **Right to Return.** A promoted employee shall have the right to return to his/her previous position provided that he/she notifies his/her department head and the secretary of the Civil Service Board of his/her intention to do so within the probationary period for the promoted position.
- 10.6 **Appointment from Re-employment Lists.** Original appointment probationary employees having served less than half of their probationary period before layoff or demotion in lieu of layoff shall serve the remainder of their probationary period upon appointment from a re-employment list. Original appointment probationary employees having served half or more of their probationary period before layoff shall serve a probationary period upon appointment from a re-employment list equal to half the probationary period of new employees in the class. Employees laid off before completing probation after a promotion shall serve a six (6) month probationary period after appointment from a re-employment list.

- 10.7 **Transfer.** A transferred employee in the classified service shall be required to serve a sixty (60) day probationary period beginning on the date of transfer. A candidate for transfer who is rejected during a probationary period shall return to his/her former position.
- 10.8 **Demotion.** A demoted employee shall serve a six (6) month probationary period unless he/she has already successfully completed a probationary period in the position to which he/she is demoted. (In lieu of layoff, see Section 14.6 of this agreement.)
- 10.9 **Interruption of Services.** Any interruption of service during the probationary period shall not be counted as part of the probationary period.
- 10.10 **Performance Reports.** Department heads shall submit to the Personnel Office a monthly performance report on every probationary employee. Prior to its submission, the report shall be reviewed with the employee and signed by him/her as evidence that he/she is aware of its contents, and a copy of the report shall be given to the employee.
- 10.11 **Permanent Status.** Every appointment, whether original or promotional, shall become permanent at the end of the probationary period unless such appointee shall have been rejected as provided herein.

Article XI - Work Schedules

- 11.1 **Posting.** Work schedules, including starting and quitting times, will be posted on the departmental bulletin boards at all times. Any change in work schedules shall be posted at least three (3) working days or five (5) calendar days in advance of change, provided, however, that in the case of an emergency, the department head may for the duration of the emergency change work schedules without prior notice. An employee taking sick leave shall not be considered an emergency. The City shall make a reasonable effort to post work schedules on or before December 15 of each year. The City retains the sole discretion to schedule its employees, including its police officers, to best meet the needs of the City. The department head may change work schedules without prior notice for any employee placed on administrative leave.
- 11.2 **Work Day and Work Week.** The basic work week for Sergeants shall be an average of 40 hours; the basic work day for officers working an eight-hour shift shall be eight consecutive working hours, and the basic work day for officers working a ten-hour shift shall be ten consecutive working hours.
- 11.3 **Rest and Lunch Periods.** All employees shall have a 15-minute rest period during each one-half work day to be scheduled at the middle of such one-half work day whenever this is feasible.
- All employees shall be granted a lunch period for each work day. Whenever possible, the lunch period shall be scheduled at the middle of each work day. The lunch period shall not be more than one-half hour and shall be considered work time.
- 11.4 **Attendance.** Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Any employee who is absent without leave shall be subject to appropriate disciplinary action.

Article XII - Overtime

- 12.1 **Overtime.** All employees shall be compensated at the rate of one and one-half times the regular rate of pay for all time worked in excess of their designated basic work week or work day. Sergeants

assigned to a ten-hour work day shall be compensated at the rate of one and one-half times the regular rate of pay for all hours in excess of ten (10) hours per day or in excess of an average forty-hour week, but not for both. Sergeants assigned to an eight-hour work day shall be compensated at the rate of one and one-half times the regular rate of pay for all time in excess of forty (40) hours per week, or eight (8) hours per day, but not for both. Overtime as defined herein shall be paid on the basis of all hours compensated.

Upon their request, and with the approval of the department head, employees may be compensated for overtime with compensatory time off at the rate of one and one-half times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the department head prior to the date of requested use. Sergeants may accumulate a maximum of one hundred (100) hours of compensatory time. Accumulated compensatory time limits and use may be established by department work rules. *Eff 1-1-12*

Holiday hours worked or not, and approved paid leaves, including, but not limited to vacation and sick leave, shall be considered as work time for the purpose of computing overtime.

In the case of emergency, the department head may require an employee to work overtime, even though the employee may have indicated that he/she does not wish to work overtime. Failure of an employee to work overtime when required in the case of emergency shall subject the employee to disciplinary action, unless there are extenuating circumstances. The department head shall at all times be prepared to justify all overtime allowed, stating date, hours worked, and reason for overtime work.

12.2 **Holiday Hours.** See Section 15.2.

12.3 **Return to Duty Pay.** A minimum of two (2) hours compensation shall be paid to all employees who are called back to duty for any departmental purpose, including testifying in a criminal prosecution or a civil action in which a police officer is required to testify as a result of his/her police duties and for which a subpoena is received. Should the time exceed two hours, the employee shall be paid for the actual time spent. An employee who answers a call to return to duty shall be considered as being on duty for the full two hours, and another call within this two-hour period shall not entitle the employee to extra compensation. If an employee is released from duty having completed less than two hours, he/she need not return to work to fill out the two hour period to receive two hours pay. Any subpoena or witness fees received by a Sergeant as a result of any court appearances for which the officer is compensated under this section shall be turned over to the City.

The City will attempt to provide a minimum of 24 hours notice of cancellation of court appearances scheduled for times when a Sergeant is not on duty. If the City provides less than 24 hours notice of cancellation, the Sergeant shall receive the 2 hours minimum compensation available for employees called back to duty. Notice shall be considered as given if placed on the department's electronic mail system or in the alternative, employees shall be directed to call the on-duty supervisor.

Return to duty time commences when the Sergeant reports by phone or radio that they are ready to respond and are en route to the Police Station or the crime scene. For purposes of testifying in court or other pre-scheduled training, meeting, or shift change, the return to duty time commences when the Sergeant reports for duty to the Police Station.

12.4 **Training Pay.** City shall pay one and one-half times regular salary rate for training required by the Police and Peace Officers Licensing Law which is taken outside of regular duty hours

(approximately 48 hours every three years). The Chief will establish the type and amount of training required.

- 12.5 **M.P.P.O.A. Annual State Conference.** A maximum of two sergeant delegates shall be granted leave during work hours to attend POST accredited training related to the M.P.P.O.A. annual state conference. The cost of meals, hotel and registration for the day or days of POST accredited training shall be paid by the department according to the existing policy at the time.

12.6 **On-Call Status.**

Sergeants placed in an on-call status, on the posted schedule, shall receive two hours of compensation for each day spent in an on-call status. Compensation will be three hours per day for those on-call status days falling on a designated holiday.

If an on-call Sergeant is requested to return to duty, that Sergeant shall be compensated in accordance with Section 12.3 of this Memorandum of Understanding. Return to duty time commences when the Sergeant reports by phone or radio that they are ready to respond and are en route to the Police Station or the crime scene. Answering telephone inquiries while on-call does not constitute a return to duty and shall be considered as being compensated through payment of the on-call compensation.

The on-call Sergeant shall remain available at all times to respond to requests for information or to immediately return to duty. The on-call Sergeant shall be provided with a phone and a City vehicle to aid in their immediate response.

Sergeants assigned to the Criminal Investigation Unit shall, on a rotating basis, be placed on a weekly on-call rotation. Each on-call rotation shall be for a fixed period of days providing coverage for the 7 day week. Upon administration approval other supervisory personnel may be utilized to cover parts or all of the on-call rotation should a CIU Sergeant not be available.

- 12.7 No Duplication of Overtime and Other Premium Pay.** For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked, except as specifically provided in Section 15.2 relating to work on holidays.

- 12.8 Electronic Communications.** The City shall pay two and one half (2.5) hours per pay period at straight time to recognize communications via electronic means during otherwise scheduled off duty hours. This is calculated as 26 pay periods per calendar year.

Article XIII - Insurance

- 13.1 **Medical Plans.** The City will provide medical insurance to Employees.

The benefits provided for herein shall be provided through a self-insurance plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

- 13.2 **Life and Dental Plans.** The City will provide a \$20,000 term life insurance policy for Employees. Employees can purchase a \$10,000 term policy on an employee's spouse and \$5,000 term policy on the employee's dependents. Employees also have the option of purchasing a supplemental term policy.

The City will provide dental insurance.

13.3 **Insurance Contributions.**

a) City shall contribute 90% of the total cost of premiums for family health, dental, and life insurance (\$20,000, \$10,000 spouse and \$5,000 dependent). The increase shall take effect the first monthly insurance payroll deduction following City Council approval. The City shall contribute one hundred percent (100%) of the total cost for an employee choosing single coverage for health, dental, and life insurance. Family coverage for purposes of insurance includes the employee and any dependents to which coverage is extended under the City's insurance policies. Employees shall be responsible for all costs of insurance in excess of the City's contribution. That amount shall be directly deducted from an employee's compensation.

Any employee eligible to carry family coverage may at their option elect to take single coverage and receive \$2000 per year during each year of the contract. The employee must, in each year, have been otherwise eligible to elect family coverage. Proof of eligibility for family coverage may be required. The employee may make the election only during the open enrollment period of each contract year or if a qualifying event occurs during the year. Payment will be made near the end of each calendar year. Payment will be at an amount pro-rated to reflect the number of months the employee carried single coverage while eligible for family coverage. This incentive is available only to active employees.

For employees choosing coverage under the HSA plan, the City will contribute \$1,100 per year into the employee's HSA for single coverage and \$2,750 for family coverage on this plan. The City's contribution will be payable incrementally over the course of the year.

13.4 **Retiree Insurance.** Retiree insurance will not be available for employees appointed to the position of Sergeant after the effective date of this Agreement unless they were previously eligible for the City's retiree insurance benefit. Sergeants eligible for the City's retiree insurance benefit who retire shall be eligible for the same group hospital/ medical insurance coverage as is provided for active employees. Employees wishing to exercise this option shall do so no later than their date of retirement.

The City will pay for individual coverage, at the same percentage for the cost of premiums, on behalf of the retired employee during any five (5) consecutive year period following the date of retirement, up to age 65, as is paid for current employees. The designation of the five consecutive year period of time during which the City will pay the cost of premiums shall be made by the employee no later than their date of retirement. The retired employee shall pay for coverage for eligible dependents at the same rate as current employees pay for such coverage.

The City will pay for coverage on behalf of the retired employee (up to age 65) at the rate of 50% of the cost of the premium during the year following the five years designated by the employee pursuant to paragraph 1 above. Premiums will be paid at 50% of what is being paid for eligible dependents at the time of this 6th year.

The retired employee shall pay the entire cost for coverage under the group plan (self and dependents), for any period of time following the date of retirement, up to age 65, during which the City is not paying the premiums pursuant to paragraphs 1 or 2 above. On the first of the month in which a retired employee turns 65, the employee may be eligible for Medicare.

Failure to make insurance payments to the City will terminate a retired employee's right to continue in the group plan. To qualify for this benefit, an employee must be eligible to receive a PERA annuity at the date of that employee's retirement. However, it will be the former employee's obligation to inform the City that he/she wishes to exercise this option. The City will not pay any retroactive premiums. The City has no responsibility for the payment of any premiums after the employee reaches age 65.

Section 13.4 of the Memorandum of Understanding may be reopened, at the request of the City, for further negotiations regarding the elimination of age references at any time during the term of this Agreement.

- 13.5 **Post Employment Health Care Savings Plan.** The City will establish a post employment health care savings plan. Funds designated by the group shall be deposited into an account to be used following separation of City service. These funds shall be withheld pre-tax and invested at the direction of the individual employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes. The City will not contribute any monies to the fund.

Effective January 1, 2007, any compensation due on January 31 of each year to the LELS Sergeant from the banked holiday and compensatory time accounts shall be deposited at 100% into an account in the State of Minnesota's Health Care Savings Plan as administered by the Minnesota State Retirement System, to be used following separation of City service. All active members from date of appointment to Sergeant shall also contribute 2% of their gross wages each pay period. Any severance due the employee from banked vacation, personal day, holiday, compensatory time, banked sick dollars, unused sick leave, or current year's accrued unused sick leave shall be deposited at 100% into an account in the State of Minnesota's Health Care Savings Plan as administered by the Minnesota State Retirement System to be used following separation of City service. In the event of the employee's death, the City shall pay 100% of the special fund to the employee's estate versus placing the funds into the State of Minnesota's Health Care Savings Plan.

Article XIV - Salaries

- 14.1 **Pay Plan.**

General increases to all steps in the salary range shall be made as follows:

January 1, 2018: 2%
January 1, 2019: 2%
July 1, 2019: 1%
January 1, 2020: 3%

- 14.2 **Pay Anniversary Date.**

Employee actions prior to January 1, 2001. An employee appointed, promoted or demoted prior to January 1, 2001 shall have a January 1 pay anniversary date.

Employee actions on or after January 1, 2001. The pay anniversary dates for employees appointed, promoted or demoted on or after January 1, 2001 shall be the actual date of the action.

- 14.3 **Merit Step Increases.** Step increases approved by the City Council for employees not at the top of their pay range shall take effect on the pay anniversary date of each employee affected unless the department head and/or Mayor certifies that the employee's work performance or conduct does not justify granting such increase. In such cases, the employee shall be notified in writing to this effect by the Human Resources Office, and the employee shall have the right to appeal at Step 2 of the grievance procedure.

Anniversary date salary increases will be given to all eligible employees unless the employee's work performance or conduct report indicates otherwise.

A 20-year step is added to the Sergeant salary schedule. The 20-year step will be awarded after the employee has completed 20 years of service to the City as a police officer. The 20-year step will reflect a 4% increase from Step E.

If a Police Sergeant attains 20 years of service while in the position of Police Sergeant but not at the top of the range, he/she shall receive a one-step increase in pay on the 20-year anniversary date of original appointment to City service, and continue through the salary range on the anniversary date of the appointment to the position of Sergeant until the pay reaches the maximum of the range.

- 14.4 **Reallocation.** When a class of positions is reallocated upward an employee shall be placed in the same relative position in the newly established salary range for the class as was held in the former salary range for the class.

When a position is reallocated downward, an employee in the class shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions). However, if his/her present rate does not equal or exceed the maximum for the new class, he/she shall be entitled to salary increases until he/she reaches the established maximum for the new class.

- 14.5 **Promotion.** An employee promoted to a position in a higher class shall receive the minimum rate for the higher class. If the rate of his/her former position is the same as or exceeds this minimum, he/she shall advance to the step in the salary range of the higher class next above the rate of compensation that he/she formerly received.

- 14.6 **Demotion.** A classified employee demoted in lieu of layoff, or involuntarily under Civil Service Rules, shall be paid at a step to be determined by the Civil Service Board which is in the approved range for the lower class position. An unclassified employee demoted in lieu of layoff, or for just cause, shall be paid at a step to be determined by the Mayor's Office, which is in the approved range for the lower class position.

An employee demoted at his/her own request within his/her own department shall be placed on the same step of the range for the new position as he/she is occupying in the range of his/her present position (same step letter, not the same salary).

A classified employee demoted at his/her own request to a position in another department shall be paid at a step to be determined by the Civil Service Board which is in the range for the lower class position, but which is not above the step held in the present range. An unclassified employee demoted at his/her own request to a position in another department shall be paid at a step to be determined by the Mayor's Office which is in the range for the lower class position, but which is not above the step held in the present range.

- 14.7 **Reinstatement.** When a person is appointed from a re-employment list to the same or similar position in the department in which he/she was employed immediately prior to his/her separation from the service of the city, he/she shall enter the position at the rate last received in his/her previous position if there be such a rate in the pay plan, and if not, at the closest rate to the rate so last received, unless the last rate received is higher than the maximum rate for the class, in which case he/she shall be paid at the maximum rate. If an employee is appointed from a re-employment list to a position in a department other than the one in which he/she was previously employed, he/she shall be reappointed at the minimum of the salary range for the class.
- 14.8 **Transfer.** If an employee is transferred to a position in the same class in another department, he/she shall receive the same rate of compensation he/she received in his/her former position, provided the transfer was not made at the request of the employee. If the transfer is made at the request of the employee, he/she shall be placed at least one step above the minimum salary for the class; or at the minimum salary if he/she was at the minimum salary of the former class.
- 14.9 **Appointment of Employee to Another Department.** If an employee is appointed from an eligible list to a position in another department, the salary range of which is no greater than the salary range of the position being held, he/she shall start at one step above the minimum salary for the class, unless such employee was receiving only the minimum salary for the former class.
- 14.10 **This section has intentionally been left blank.**
- 14.11 **Shift Differential.** Sergeants will receive a shift differential of 75 cents per hour for all hours worked between 6 PM and 6 AM.
- 14.12 **Subsistence Allowance.** Member of the bargaining unit may eat anywhere within the city limits during lunch or supper breaks on all work shifts provided that adequate coverage is available within the assigned area.
- Employees shall have thirty minutes for lunch, but shall be subject to call
- 14.13 **Uniform Allowance.** The uniform allowance shall be \$100.00 per month. The Department will continue to provide all necessary and required equipment for the officer's required duties as referenced in Exhibit C and identified as Department Issued. Additional equipment may be designated as Department Issued at the discretion of the Police Chief.
- 14.14 **Method of Computing Pay.** To obtain an annual salary, the monthly salary shall be multiplied by 12. To obtain the hourly rate, the annual salary shall be divided by 2,080 hours and rounded off to the fourth decimal place. The hourly rate will be rounded as follows: If fifth decimal place is five or greater, the fourth decimal place should be rounded up 1, if less than five, the fifth decimal place should be dropped.
- 14.15 **Method of Salary Payment.** Bi-weekly salary will be paid on the Friday following the end of the payroll period. The payroll period will be a two-week period running from 12:01 a.m. Sunday until 12:00 midnight on Saturday. Employees hired during a payroll period will be paid through that period on the same date as all other employees. All pay changes will be effective at the beginning of the pay period closest to the effective date of the change. All employees will be considered as paid only through the current pay period.

All employees assigned to a ten (10) hour work day and working an average of forty (40) hours per week shall be compensated for eighty (80) hours per pay period.

- 14.16 **Payroll Deductions.** Payroll deductions will be divided equally between the two checks of each month.
- 14.17 **Application of Compensation Plan.** No employee shall be paid less than the established minimum nor more than the maximum rate fixed in the compensation plan for the position he/she holds.
- 14.18 **Working out of Class.** Employees temporarily assigned to work out of class will receive three (3) hours pay at their current rate as daily compensation.

Article XV - Holidays

- 15.1 **Holiday Pay.** The employees will receive twelve (12) paid holidays which shall be as follows:

| | | |
|-------------------------------|---|--------------------------|
| New Year's Day | - | January 1 |
| Martin Luther King's Birthday | - | 3rd Monday in January |
| President's Day | - | 3rd Monday in February |
| Easter Sunday | | |
| Memorial Day | - | Last Monday in May |
| Independence Day | - | July 4 |
| Labor Day | - | 1st Monday in September |
| Columbus Day | - | 2nd Monday in October |
| Veteran's Day | - | November 11 |
| Thanksgiving Day | - | 4th Thursday in November |
| Christmas Eve | - | December 24 |
| Christmas Day | - | December 25 |

- 15.2 **Work on Holidays.**

A. A Sergeant assigned to 8-hour shift schedule:

- 1) A Sergeant not working on a holiday will receive eight (8) hours (straight time) of holiday pay.
- 2) A Sergeant working on a holiday will receive:
 - a) The holiday will commence at midnight and end at 2359 hours. Only one (1) holiday benefit will be paid per holiday per employee working that holiday.
 - b) Employees shall be paid for each hour worked on a holiday at a rate equal to 1.5 times the straight time rate in addition to the eight (8) hours of (straight time) holiday pay.
 - c) All hours worked in excess of eight (8) on a holiday shall be paid at 1.5 times the straight time rate.

Example: An officer assigned to an 8-hour shift works 12 hours on Labor Day – the employee will be compensated as follows:

- 1) 8 hours of straight time;
- 2) 12 hours of pay at time and one-half for working on a holiday; and
- 3) 4 hours of overtime at the rate of time and one-half.

B. A Sergeant assigned to 10-hour shift schedule:

- 1) A Sergeant not working on a holiday will receive ten (10) hours (straight time) of holiday pay.
- 2) A Sergeant working on a holiday will receive:
 - d) The holiday will commence at midnight and end at 2359 hours. Only one (1) holiday benefit will be paid per holiday per employee working that holiday.
 - e) Employees shall be paid for each hour worked on a holiday at a rate equal to 1.5 times the straight time rate in addition to the ten (10) hours of (straight time) holiday pay.
 - f) All hours worked in excess of ten (10) on a holiday shall be paid at 1.5 times the straight time rate.

Example: An officer assigned to work a 10-hour shift works 12 hours on Labor Day -
the employee will be compensated as follows:

- 1) 10 hours of straight time;
 - 2) 12 hours of pay at time and one-half for working on a holiday; and
 - 3) 2 hours of overtime at the rate of time and one-half.
- 3) Upon their request, and with the approval of the department head, employees may be compensated for holiday pay in time off equivalent to the hours earned. Accumulated compensatory time limits and use may be established by department work rules.

Article XVI - Vacations

- 16.1 **Vacation Earning Schedule.** Vacation is earned at the following rates:

| | Hours per pay period | Hours per year | Maximum Accrual |
|---------------------|-------------------------|-------------------|--------------------|
| Year 1 through 5: | 3.69 | 96 | 96 |
| Year 6 through 13: | 5.54 | 144 | 144 |
| Year 14 through 21: | 7.38 | 192 | 192 |
| Year 22 and beyond: | 9.23 | 240 | 240 |

- 16.2 **Anniversary Date.** All increases in vacation are based upon the employee's anniversary date of original appointment.
- 16.3 **Probationary Period.** Vacation is earned during the initial probationary period but the employee is not eligible to use vacation until the probation has been successfully completed. If a new employee leaves the service before completing their probationary period, the employee will receive no vacation pay.
- 16.4 **Availability of Vacation.** Vacation is earned and credited each two week pay period. Vacation is available for use as it is earned, with the exception of newly hired employees serving an initial probation.

16.5 **Maximum Accrual.** Employees will be allowed to accrue vacation in the amount it is earned for the year. During a calendar year, that amount may exceed the maximum, however, on December 31 of each year the number of vacation hours accrued shall be automatically reduced to the maximum.

16.6 **Requests for Vacation Leave.** Requests for vacation leave shall be made on forms provided by the City to the immediate supervisor.

Vacation shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. On or before February 1 of each year, employees desiring specific times for vacation shall submit their request to the department head or their authorized representative. If there is a conflict of vacation periods, the employee with the greatest seniority within the division shall have first choice.

After February 1st of each year, Vacation will be approved on a first come first serve basis.

The department head upon five days notice may assign any vacation not requested by October 1.

16.7 **Waiving Vacation Prohibited.** Vacation may not be waived by an employee for the purpose of receiving extra pay for work during that period.

16.8 **Rescheduling Vacation for Illness.** If an employee or a member of the immediate family becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event that the employee's incapacity continues until January 1, he/she shall be compensated in time off in the following year.

16.9 **Unused Vacation.** If an employee has been unable to use all of his/her vacation leave because of press of work, the Mayor's Office may, upon recommendation of the department head, approve compensating the employee in time off in the following year.

Article XVII - Longevity Pay

17.1 **Establishing Longevity.** All full time employees shall be eligible for longevity pay in accordance with the provisions of this Section.

17.2 **Rate of Longevity Pay.** During first five (5) years of employment, an employee accrues service time for determining future payments of longevity.

After completion of the fifth year and ending with the tenth year of continuous service, an employee shall be paid \$2.00 per month for each year of service.

EXAMPLE:

| <u>Service Time</u> | <u>Total Months</u> | <u>Total</u> | <u>Monthly Rate</u> | <u>Total</u> | <u>Longevity</u> |
|---------------------|---------------------|--------------|---------------------|--------------|------------------|
| 5 yr. 1 mo. = | 61 months | x | \$2.00 | = | \$122.00 |

After completion of the tenth year and ending with the fifteenth year of continuous service, an employee shall be paid \$2.50 per month for each year of service.

EXAMPLE:

| <u>Service Time</u> | <u>Total Months</u> | | <u>Total Monthly Rate</u> | | <u>Total Longevity</u> |
|---------------------|---------------------|---|---------------------------|---|------------------------|
| 12 yr. 4 mo.= | 148 months | x | \$2.50 | = | \$370.00 |

After completion of fifteenth year and ending with the twentieth year of continuous service, an employee shall be paid \$3.00 per month for each year of service.

EXAMPLE:

| <u>Service Time</u> | <u>Total Months</u> | | <u>Total Monthly Rate</u> | | <u>Total Longevity</u> |
|---------------------|---------------------|---|---------------------------|---|------------------------|
| 16 yr. 6 mo.= | 198 months | x | \$3.00 | = | \$594.00 |

After completion of twentieth year and ending with the twenty-fifth year of continuous service, an employee shall be paid \$3.50 per month for each year of service.

EXAMPLE:

| <u>Service Time</u> | <u>Total Months</u> | | <u>Total Monthly Rate</u> | | <u>Total Longevity</u> |
|---------------------|---------------------|---|---------------------------|---|------------------------|
| 23 yr. 8 mo.= | 284 months | x | \$3.50 | = | \$994.00 |

After completion of twenty-fifth year of continuous service, an employee shall be paid \$4.00 per month for each year of service. Maximum years of service for purposes of longevity is twenty-five (25) years.

EXAMPLE:

| <u>Service Time</u> | <u>Total Months</u> | | <u>Monthly Rate</u> | | <u>Total Longevity</u> |
|---------------------|---------------------|---|---------------------|---|------------------------|
| 25 years | = 300 months | x | \$4.00 | = | \$1,200.00 |

This policy is reflected in the schedule attached as Exhibit B.

- 17.3 **Continuous Service to be Eligible.** Service with the City must be continuous for an employee to be eligible for longevity pay, except as provided for leaves of absence pursuant to Civil Service Rule 803. Military service with the armed forces of the United States will not be considered an interruption of employment, as provided by state law.
- 17.4 **Date of Eligibility.** An employee's eligibility for longevity pay will be calculated from his/her date of employment in the classified service, or the date of appointment to a permanent position in the unclassified service, to the nearest beginning of a month. The period of probation shall be included, but any employment as an emergency, temporary, or seasonal employee shall not apply toward longevity pay.
- 17.5 **Overtime Pay Does Not Apply.** Overtime will not make an employee eligible for additional longevity pay.

- 17.6 **Date of Payment.** Longevity pay shall be paid on separate payroll once a year in January, for the year beginning the previous January 1 and ending the previous December 31. Longevity pay shall not be given in advance. Upon the termination of his/her employment with the City, an employee's accumulated longevity pay will then be paid

Article XVIII - Leaves of Absence

- 18.1 **Sick Leave.** Each employee shall be entitled to sick leave with pay at the rate of eight (8) hours for each calendar month of full-time service, accumulative to a maximum of 1200 hours.

Employees shall have charged against their sick leave accumulation the actual number of working hours during which they are absent on sick leave.

Sick leave privileges shall begin to accrue on the date of City employment, and time on layoff, suspension, leave without pay, or sick leave for injury on the job after sick leave has expired shall not be counted in determining a full month's service.

- 18.2 **Unused Sick Leave.**

1. **Payment Upon Disability, Separation or Death:** Fifty (50%) percent of unused sick leave, up to maximum of 600 hours, will be payable to an employee on disability or separation after twenty (20) years; or payable on death of employee to employee's estate or designated beneficiary. In no case will unused sick leave be paid to an employee who is involuntarily terminated from employment.

2. **Payment for Unused Sick Leave:** After accumulation of 720 hours of sick leave, employee may elect to be paid each year for fifty (50%) percent of all unused sick leave earned that year (a maximum of forty-eight (48) hours), the amount of such payment to be paid in July of each year. For this purpose, the year will run from July 1 through June 30 of the following year. Elections shall be made during the open enrollment period prior to the beginning of the calendar year. If no election is made for payment, that amount along with the other 50% of all unused sick leave earned that year will be accrued until the employee has accumulated one hundred fifty (150) days of sick leave.

After accumulation of 1,200 hours of sick leave, employee shall be paid each year for fifty (50%) percent of all unused sick leave earned that year. The remaining fifty (50) percent of this accumulation shall be converted to dollars and placed into an employee's Health Care Savings Plan.

- 18.3 **Causes for Granting Sick Leave.** Sick leave shall be granted only for absence from duty because of personal illness, legal quarantine, injury on the job, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, step-children, parents, step-parents, grandparents, brothers, sisters, or any member of the employee's household. It shall also include the employee's spouse's children, parents, step-parents, grandparents, brothers or sisters. Immediate family for illness shall be defined as the employee's spouse, children, adult child, step-children, parents, mother-in-law, father-in-law, grandchild, grandparents, or step-parent, or any members of the employee's household.

- 18.4 **Notification of Need for Sick Leave.** When an employee needs to use sick leave, he/she shall notify the person designated by his/her department head at least a half hour prior to the time he/she should report to work, except in case of emergency. Failure of an employee to notify the designated person

within the time prescribed may cause the employee to lose the right to have his/her time off designated as sick leave.

18.5 **Waiving Use of Sick Leave.** Upon written request to his/her department head, an employee may waive use of his/her sick leave.

18.6 **Physician's Certificate.** After two days of sick leave, the Mayor's Office, or the department head may require a certificate from a physician indicating the need for sick leave taken or the general fitness of the employee to perform his/her work. The initial request for medical certification must be given to the employee in writing, although subsequent requests may be verbal.

The contents of the medical certification will be deemed sufficient if it contains the following information:

- ° Identity of the health care provider;
- ° General nature of the health condition;
- ° The date on which the health condition commenced;
- ° The probable duration of the condition;
- ° Whether employee:
 - a. is unable to perform work of any kind;
 - b. is unable to perform any essential functions of the job (including statement of such functions).

The City may request a second opinion, at its expense, from a health care provider it designates.

18.7 **Injury On Duty Pay.** A member of the bargaining unit injured while on a police call to an extent requiring medical attention by a physician, and certified by said physician to be unable to return to duty, shall be entitled to receive up to 120 hours of injury on duty compensation in lieu of sick leave. Thereafter, if the employee is unable to return to work, he/she may use his/her accumulated sick leave in the manner prescribed by this Memorandum of Understanding. Injury on duty compensation shall mean compensation at his/her current rate of pay.

Injury on duty for a police call shall be defined as the application of any weapon that can cause great bodily harm, during a physical altercation, while directing traffic, during a traffic stop, pursuit of suspects whether by foot or in a vehicle, animal control, and emergency response situation with red lights and siren, and while responding to any natural or manmade disaster. This benefit shall be available to officers only while working within the rules and regulations of the Police Department, State and Federal law.

18.8 **Worker's Compensation.** When an employee is injured while working for the City and the injury is compensated under the Worker's Compensation Act, the following procedure shall be followed:

1. The employee injured shall receive his/her full basic compensation as long as he/she has accumulated sick leave or vacation credits against which it may be charged. The City shall receive the worker's compensation payments granted the employee, and in return shall credit the employee with sick leave in proportion to such payments, such amount to be rounded off to the nearest dollar.
2. When he/she has no sick leave or vacation credits, an employee shall receive the benefits and payments granted him/her according to state worker's compensation laws.

- 18.9 **Injury On Non-City Job.** If an employee is injured on a job where he/she works for himself/herself for profit or is compensated by another employer other than the City, he/she will not receive any sick leave or compensation whatever from the City. A classified position temporarily vacated in such manner will be held open for the employee for three months.
- 18.10 **Funeral Leave.** The Mayor's office may grant paid leave in addition to sick leave, for the death of an employee's spouse, child, step-child, mother, father, sister, brother, grandchild or grandparent or spouse's mother, father, sister, brother, grandchild or grandparent. For employees assigned to an eight (8) hour work day, the leave shall not exceed twenty-four (24) hours. For employees assigned to a ten (10) hour work day, the leave shall not exceed thirty (30) hours.
- 18.11 **Military Leave.** Every employee shall be entitled to military leave as provided in M.S.A. 192.26 to a maximum fifteen (15) days paid military leave provided by statute at the regular rate.
- 18.12 **Other Leaves of Absence With Pay.** Any employee shall be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with his/her official duties. In the case of jury duty, the employee's compensation from the City during his/her leave shall equal the difference between his/her regular compensation and compensation paid for jury duty.
- 18.13 **Leaves of Absence Without Pay.** Any employee who has no sick leave, and is mentally or physically incapacitated to perform his/her duties; or who, for any stated reason including maternity, wishes to absent himself/herself from his/her duties, may be granted a leave of absence in accordance with Section 18.15 of this Memorandum of Understanding. Such leave shall be granted only when it is deemed to be in the best interest of the City, and except in case of illness or disability, shall not exceed one year.
- 18.14 **Leave to Attend Employee Organization Meeting.** Employees who are elected by their fellow employees to represent them at a state, national, or international employees' organization official recognized by the City may be granted leave of absence with pay in accordance with the following schedule: National or international meeting, a maximum of five working days; state meeting, a maximum of three working days. Provided, however, that in the event the employee should require additional time for such meetings, it may be granted subject to the approval of the Mayor's Office. The employee shall give a minimum of one week's notice prior to the date of their departure for such meeting.
- 18.15 **Procedure for Requesting Leave of Absence.** All requests for leaves of absence of less than 30 days other than sick leave, funeral leave, vacation leave, and leave to attend employee organization meetings, shall be made by the employee, on forms provided by the City, to his/her immediate supervisor in accordance with the following schedule:
- A. For leaves of 30 days or less, two weeks notice shall be given unless because of special conditions this time period is waived by the Mayor's Office upon recommendation of the department head.
 - B. For leaves of absence which do not require prior approval by the Civil Service Board or the appointing authority, such as military duty, jury duty, and appearances before a court,

notice shall be given by the employee immediately upon his/her knowledge of the need for such leave.

C. Leaves of more than 30 days are covered by Civil Service Rules.

An employee's request for a leave of absence of less than 30 days shall be answered, within five days after request has been made, by the Mayor's Office.

- 18.16 **Benefits While on Leave of Absence.** A maximum of one year of seniority may be accrued while on an approved leave of absence, along with full longevity benefits. Holidays, vacation, and sick leave benefits shall not accrue during an approved leave of absence without pay.
- 18.17 **Re-Employment After Leave of Absence.** After an approved leave of absence, an employee shall be returned to the position held at the time when the leave was requested, or to a similar position. If an employee is granted a leave of absence for educational purposes, that employee will be given first opportunity for any job opening which occurs in the same or a similar classification to that previously held, and for which the employee is qualified.
- 18.18 **Personal Leave Day.** Effective January 1, 2004, each employee shall be granted one Personal Leave Day during each calendar year. The Personal Leave Day shall be 8 hours of paid leave for officers assigned to an 8 hour shift and 10 hours of paid leave for officers assigned to a 10 hour shift.

A. **Requests for Personal Leave Day.** Requests for the Personal Leave Day shall be made on forms provided by the City to the immediate Supervisor no less than two (2) weeks in advance of the requested time. Request to use the Personal Leave Day with less than two (2) weeks' notice may be approved by the Department Head. The Personal Leave Day shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees absent from work at the same time. On or before February 1 of each year, employees desiring specific times for their Personal Leave Day shall submit their requests to the Department Head or his/her authorized representative. If there is a conflict of Personal Leave Days or vacation periods, the employee with the greater seniority within the Department shall have first choice.

After February 1st of each year, personal days will be approved on a first come first serve basis.

Between June 1 and October 1, the Personal Leave Day will be subject to approval by the Department Head or their designee.

B. **Waiving Personal Leave Day Prohibited.** The Personal Leave Day may not be waived by an employee for the purpose of receiving extra pay for work during that period.

C. **Carryover of Personal Leave Day Prohibited.** The Personal Leave Day may not be carried over to the following year. Any Personal Leave Day not used by December 31st of each year shall be lost.

D. **Splitting of Personal Leave Day Hours Prohibited.** Personal Leave Day hours must be taken as a whole and shall not be split into smaller increments of time.

E. **Payment of Personal Leave Upon Termination of Employment.** Unused Personal Leave Day hours will be paid upon termination of employment during the calendar year for which the leave was authorized.

Article XIX - License Fee

- 19.1 **License Fee.** City will pay license fee required by the State of Minnesota under Police and Peace Officers Licensing Law. The exact fee will be established by the Police Officers Training and Standards Board.

Article XXI - Parking

- 21.1 **Parking at Police Station.** On-site, off-street parking will be provided for all Police Department employees.

Article XXII - Fitness

- 22.1 **Fitness.** The City will maintain a fitness facility at the Police Department for the use of the Police Department employees without charge.

Article XXIII - Safety Glasses

- 23.1 **Safety Glasses.** The City will pay the full cost of prescription safety glasses, except examination costs. The City will determine the Employees eligible for this benefit. To ensure safety and durability, the City will select the vendor, frame style, and lenses. In the alternative, the City will pay \$70.00 towards the cost of contact lenses, if selected by the Employee as an alternative to safety glasses. Replacement of safety glasses because of loss or damage must be approved by the Employee's immediate supervisor and department head. The City will pay for the lenses to insert into gas mask apparatus for those Employees who need to wear prescription eyewear with face masks.

XXIV - Term

- 24.1 **Term.** This agreement is effective on January 1, 2018, and shall continue in effect until December 31, 2020 and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this agreement shall notify the other in writing before May 1 of the year preceding that year in which requested modifications are to take effect.

XXV - Waiver


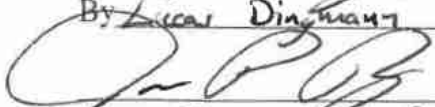
- 25.1 **Waiver:** This agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements between the parties. No ordinances, rules, or policies affecting terms or conditions of employment, as the same are defined in Minnesota Statutes Section 179.63, Subd. 18, which may be adopted unilaterally by either party hereto, from and after the date of this Agreement, shall be binding upon the parties.

XXVI - Savings

- 26.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held contrary to law by the court of competent jurisdiction, in action initiated by either party to this Agreement, 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 provision may be renegotiated at the written request of either party.

This Agreement is approved the day first written above by the City and LELS.

LAW ENFORCEMENT LABOR SERVICES, CITY OF ST. CLOUD, MINNESOTA
INC., LOCAL #281


By Lucas Dingman

By JAMES P. RYAN


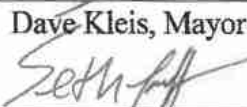

Dave Kleis, Mayor

Seth Kauffman, City Clerk

EXHIBIT A

City of St. Cloud
2018 COL increases

revised:
for 4% over "E"
language

8/9/2018

LELS POLICE SERGEANTS

Union 41

APPROVED:

| | | A | B | C | D | E | F-20 yr |
|-----------------|------|---------|---|---------|---------|---------|---------|
| January 1; 2018 | 2.0% | annual | | 77,724 | 80,943 | 84,321 | 87,694 |
| | | monthly | | 6,477 | 6,745 | 7,027 | 7,308 |
| | | hourly | | 37.3673 | 38.9149 | 40.5391 | 42.1607 |
| January 1; 2019 | 2.0% | annual | | 79,278 | 82,562 | 86,008 | 89,448 |
| | | monthly | | 6,607 | 6,880 | 7,167 | 7,454 |
| | | hourly | | 38.1146 | 39.6932 | 41.3499 | 43.0039 |
| July 1; 2019 | 1.0% | annual | | 80,071 | 83,387 | 86,868 | 90,343 |
| | | monthly | | 6,673 | 6,949 | 7,239 | 7,529 |
| | | hourly | | 38.4957 | 40.0901 | 41.7634 | 43.4339 |
| January 1; 2020 | 3.0% | annual | | 82,473 | 85,889 | 89,474 | 93,053 |
| | | monthly | | 6,873 | 7,157 | 7,456 | 7,754 |
| | | hourly | | 39.6506 | 41.2928 | 43.0163 | 44.7370 |

EXHIBIT B

POLICE SERGEANTS - LONGEVITY SCHEDULE

[illegible]

ST CLOUD POLICE DEPARTMENT

BI-ANNUAL UNIFORM INSPECTION

Pursuant to General Order 297
(Due: May 1st and November 1st)

EXHIBIT C

Date: _____

Officer Name: _____

Inspecting Supervisor: _____

| Quantity | DEPARTMENT ISSUED Item Description of Equipment & Uniform Apparel | Satisfactory | Unsatisfactory | Comments (Need to be Replaced, Not Issued, Lacks, Etc...) |
|----------|--|--------------|----------------|---|
| | Inner Leather Duty Belt | | | Size: |
| | Outer Leather Duty Belt | | | Size: |
| | Ammunition | | | |
| | Ammunition Magazines | | | |
| | Ammunition Holder | | | |
| | Handgun | | | Serial #: Model: |
| | Holster – Uniform | | | |
| | Holster – Plain Clothes | | | |
| | Mag/Cuff Holder – Plain clothes | | | |
| | Taser Holster | | | Hip or thigh |
| | Silent Key Holder | | | |
| | Flashlight Holder (Large) | | | |
| | Stinger Flashlight LED | | | Serial #: |
| | Flashlight Holder (Stinger) | | | |
| | Radio (Number:) | | | Serial #: (Typically starts w/ 581...) |
| | Radio Holder | | | Plastic or Leather or Both |
| | Radio Ear Piece | | | S M L earpiece |
| | Radio Commander Mic | | | |
| | Radio Batteries (2) | | | |
| | Phone (Number:) | | | Make: Model: |
| | Handcuff | | | Serial #: |
| | | | | Make: Model: |
| | Handcuff Case | | | |
| | Handcuff Key | | | |
| | OC | | | Serial #: |
| | | | | Make: Stream or Cone |
| | OC Carrier | | | |
| | Rubber Glove Holder | | | |
| | Badges | | | Badge # # have |
| | Hat Badge | | | |
| | Name Tags | | | |
| | Serving Since Tabs (year) | | | |
| | Service Stripes | | | |
| | Collar Insignias | | | |
| | Whistle | | | |
| | Whistle Lanyard | | | |
| | Equipment Bag | | | |
| | Bloodborne Pathogen Kit | | | |
| | Pocket Mask | | | |
| | Safety Glasses | | | |
| | Traffic Vest | | | |
| | PR-24 Holder | | | |
| | Clip Board / Form Holder | | | |
| | Ticket Book Holder | | | |
| | Pocket Recorder | | | Serial #: (Typically starts w/100...) |
| | Video Camera Mic | | | Mic: Cradle: Charger: |

| | | | | |
|--|---------------------------------|--|-----------|-------------------------------|
| | USB Flash Drive (4GB) | | | |
| | TP7 Telephone Pickup Device | | | |
| | Taser X2 / Cartridges / Charger | | | |
| | Police ID Card | | | |
| | City ID Card | | | |
| | Building Access Card | | Serial #: | (5 Digits) |
| | Parking Ramp Card | | Serial #: | (Typically starts with 00...) |
| | Riot Helmet | | | |
| | Gas Mask | | | |
| | Gas Mask Bag | | | |
| | Gas Mask Cylinder | | | |
| | Riot Bag | | | |
| | | | | |

Equipment Bag Items:

Stearns County Ticket Book, Sherburne County Ticket Book, Parking Ticket Book, Warning Book, Pens, Whiteout, Paper Clips, Note Pads, City Map, Flex Cuffs, batteries and Adequate Report Forms.

| Quantity | DEPARTMENT ISSUED (One time occurrence- Sgt's & above) Item Description of Equipment & Uniform Apparel | Satisfactory | Unsatisfactory | Comments (Need to be Replaced, Not Issued, Lacks, Etc...) |
|----------|---|--------------|----------------|---|
| | Dress Blue Uniform Coat | | | |
| | Dress Blue Uniform Pants (striped for rank) | | | |
| | Long Sleeve White Shirt | | | |
| | Clarino Shoes | | | Size: |
| | Clarino Sam Brown Belt | | | |
| | Clarino Holster | | | |
| | Clarino Handcuff Holder | | | |
| | Clarino Ammunition Holder | | | |
| | Collar Insignia | | | Rank: |
| | Name Tag(1) | | | |
| | White Gloves | | | |
| | Shoulder Boards | | | Rank |
| | | | | |
| | | | | |

| Quantity | OFFICER RESPONSIBILITY (Not issued-Uniform Allowance) Item Description of Equipment & Uniform Apparel | Satisfactory | Unsatisfactory | Comments (Need to be Replaced, Not Issued, Lacks, Etc...) |
|----------|--|--------------|----------------|---|
| | Class A Long Sleeve Shirt | | | |
| | Class A Short Sleeve Shirt | | | |
| | Class A Neck Tie | | | |
| | Class A Pants | | | |
| | Class A Uniform Hat | | | |
| | Uniform Coat | | | |
| | Rain Coat | | | |
| | Uniform Boots and/or Shoes | | | |

| Quantity | OPTIONAL (Not issued-Uniform Allowance) Item Description of Equipment & Uniform Apparel | Satisfactory | Unsatisfactory | Comments (Need to be Replaced, Not Issued, Lacks, Etc...) |
|----------|---|--------------|----------------|---|
| | Class B Long Sleeve Shirt | | | |
| | Class B Short Sleeve Shirt | | | |
| | Class B Pants | | | |
| | Class C Short Sleeve Shirt | | | |
| | Class C Cargo Shorts | | | |
| | Class C Cargo Pants | | | |
| | Class C Baseball Hat | | | |
| | Belt Keepers | | | |
| | Regular or Mock Turtle Neck Sweater | | | |
| | Knit Hat Embroidered W/SCPD | | | |
| | Trooper Style Fur Hat | | | |
| | PR-24 | | | |
| | PR-24 Holder | | | |
| | Extra Set of Handcuffs | | | Serial #: |
| | Extra Handcuff Case | | | |
| | Body Armor | | | Brand: |
| | Gloves | | | |
| | Overshoes | | | |

C.L.U. EQUIPMENT

| Quantity | DEPARTMENT ISSUED Item Description of Equipment & Uniform Apparel | Satisfactory | Unsatisfactory | Comments (Need to be Replaced, Not Issued, Lacks, Etc...) |
|----------|--|--------------|----------------|---|
| | Key To Office | | | |
| | Badge Holder | | | |
| | Mach III OC Holder | | | |
| | Raid Jacket | | | |
| | IPhone | | | Model: Serial #: |
| | 35MM Camera | | | Serial #: |
| | Binoculars | | | Serial #: |
| | Laptop Computer | | | Serial # |
| | Flash Drive | | | |
| | 64MB SD Card | | | |
| | UV Light | | | |
| | | | | |
| | | | | |
| | | | | |