

**MEMORANDUM OF UNDERSTANDING  
LELS LOCAL 33  
PATROL OFFICERS  
1-1-2015 through 12-31-2017**

## MEMORANDUM OF UNDERSTANDING

### Article I - Purpose of Agreement

- 1.1 This Memorandum of Understanding, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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.

The rights of individual employees to present their own requests or process their own grievances or to be represented by an attorney shall not be impaired by this agreement provided the established grievance procedure is followed.

### 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 police officer 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 **Police Officer** is any peace officer who is subject to licensure of the St. Cloud Police Department.
- 3.13 **Position** means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.
- 3.14 **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.
- 3.15 **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.
- 3.16 **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.

- 3.17 **Work Rules** are departmental regulations relating to working conditions.
- 3.18 **Seniority** means length of compensated service as a licensed police officer from last date of hire, including any leaves of absence.

#### **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 peace officers who are subject to licensure of the St. Cloud Police Department who work more than 14 hours per week and more than 67 work days per year, excluding all officers at or above the rank of Sergeant; also excluding part-time peace officers subject to licensure whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week; also excluding peace officers subject to licensure who hold positions of a basically temporary character for a period not in excess of 100 working days in a calendar year who are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to their being hired by the City and who have indicated, either in their application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary or part-time employment.

#### **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 because of lack of work or lack of funds.

**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.

**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 – Discipline and Grievance Procedure**

**8.1 Generally.** The Employer will discipline for just cause only. Disciplinary actions shall be in one or more of the following forms, based on the nature of the offense or breach of expected conduct and the history of performance of the employee:

- 1 Oral reprimand
- 2 Written reprimand
- 3 Suspension
- 4 Discharge

**8.2 Process.** Disciplinary actions need not be taken in order indicated in Article 8.1. Written disciplinary measures including written reprimands, notices of suspension, or notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall be given a copy of such reprimands or notices and if the employee does not sign and acknowledge receipt thereof, the Employer shall indicate that the copy was given to or mailed to the employee and shall indicate the date of such action.

**8.3 Content of Notice.** Action to suspend or discharge shall be in written form and shall state the reasons for the action taken. Such notices shall also indicate the effective date or the time period, if appropriate, for which the action shall be effective.

**8.4 Provision of Notice.** The Union shall be provided with a copy of any notice of suspension or discharge and employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

**8.5 Review of Personnel Files.** Covered employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

**8.7 Grievance of Disciplinary Action.** Grievances relating to discipline may be initiated by the Union in Step 2 of the Grievance Procedure.

## **GRIEVANCE PROCEDURE**

**8.8 Generally.** A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this contract, including all disciplinary actions. Grievances as so defined shall be processed in the following manner:

Step 1: Within 10 calendar days after the first occurrence of the event giving rise to the claimed violation, the Employee, his/her representative, or both, shall submit the grievance in writing to his/her immediate supervisor, who shall within 10 calendar days give his answer in writing.

Step 2: If the grievance is not settled in Step 1 and the Employee wishes to appeal the grievance, it shall be submitted in writing to the Chief of Police within ten (10) calendar days after receipt of the answer from the Step 1 proceedings herein. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the agreement allegedly violated and the relief requested. Within ten (10) calendar days of receipt of such written grievance, the Chief of Police shall arrange a meeting with the Employee, Employee's representative, or both, at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by both the Chief of Police and the Employee. If a settlement is not reached, the Chief of Police shall submit his/her written decision to the Union within ten (10) calendar days following said meeting.

Step 3: If the grievance is not settled in Step 2, the Union may appeal in writing to the City Manager within ten (10) calendar days after receipt of the written answer of the Chief of Police. Within ten (10) calendar days of receipt of such written grievance, the City Manager shall arrange a meeting with the Employee, Employee's representative, or both, at a mutually agreeable time to discuss the matter, after which he/she shall render his/her decision, no later than ten (10) calendar days thereafter.

Step 4: If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 3 of the grievance procedure.

Step 5: A grievance unresolved in Step 4 and appealed to Step 5 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 may agree to use the Bureau of Mediation Services' list of arbitrators for any grievance. The Rules governing the Arbitration of Grievances established by the Bureau of Mediation Services shall apply.

**8.9 Arbitrator's Responsibility.** The arbitrator shall have no right to amend or modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted to him/her in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law under state or federal statutes. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision. The decision of the arbitrator shall be final and binding on all parties.

- 8.10 Arbitration Fees.** The fees and expenses of arbitration shall be divided equally between the Employer and the Union.
- 8.11 Limitations.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed 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 on 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 limits in each step may be extended either upon good cause shown or by mutual written agreement between the Employer and the Union representative involved at each step.
- 8.12 Appeal.** If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article X.1 or a procedure such as Veteran's Preference or Human Rights Commission Hearing. If appealed to any procedure other than Step 5 of Article X.1, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article X.1. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 of Article X.1 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 subsequent appeal through Step 5 of Article X.1. An employee pursuing a statutory remedy under the jurisdiction of the EEOC is not precluded from also pursuing an appeal under this grievance procedure.

#### **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 10.6 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.

All posting will be determined by the department head or his/her authorized representative. Leave 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 leave at the same time. With the exception of special events (i.e. move in day, homecoming, etc) leave must be granted equally on normal work days and/or drop days. Work schedules, including starting and quitting times will be posted on the departmental bulletin boards at all times and/or on an electronic file determined by the department, which is accessible to all LELS, Inc. Local #33 employees. Any change in work schedules shall be posted at least three (3) working days or five (5) calendar days in advance. In the case of an emergency, the department head may, for the duration of the emergency, change work schedules without prior notice. If the schedule is changed for a non-emergency and it is less than three (3) working days or five (5) calendar days the officer will be paid one and one-half (1 ½) the officers normal rate of pay for all hours worked. The City shall post work schedules for the following year on or before December 15 of each year. Any change in schedule that is made voluntarily (department trainings, etc) shall not result in the payment of overtime.

11.2 Work Day and Work Week. The basic work week for sworn peace officers 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.

Except in case of emergency, when required to work beyond their regular quitting time, employees shall be granted a 15 minute rest period before starting such overtime where it appears that they will be required to work a minimum of one hour overtime. In addition, except in case of emergency, employees shall be granted a 15 minute rest period for each two hours of overtime, and will be granted time off with pay for meals at reasonable times while working overtime.

- 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. Police officers 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. Police officers 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. Police officers who are members of the Law Enforcement Labor Services bargaining unit may accumulate a maximum of one hundred (100) hours of compensatory time. Department work rules may be established regulating the use of accumulated compensatory time.

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 **Overtime Distribution**

The St Cloud Police Department head will assign a representative to track over time in two separate categories:

1. **Force Overtime:** (Short shift, and mandatory overtime to complete an investigation and/or paper work).

**2. Extra Duty Overtime:** (hospital detail, sporting events, dances, airport, traffic and/or special events)

The voluntary overtime log and mandatory overtime log is to be posted at the end of each pay period and is the number to be used for that pay period. The department is to make both mandatory and voluntary overtime that is available as equal as possible to all union members. If voluntary overtime is requested the department shall notify all union members of the posting through e-mail or other resource agreed upon by the department and the union. If officers are equal in overtime it is to be offer to the most senior officer.

**Forced overtime:** If the department needs to fill overtime and has no volunteers, the department will force overtime to officer with the lowest seniority. If the department is looking to hold a team member(s) for additional help because of an unplanned event and/or investigation (for a limited time not to exceed four hours) the department may use this rule to hold the lowest seniority team member(s). If the staffing is short or the department is looking to fill a shift where the team is short the department is to first use resources to offer the overtime to all officers and try to fill the overtime with a volunteer officer. Forced overtime is to be ordered on an officer by level of least seniority. The officer ordered in can be changed to the next officer(s) on the seniority list by the department head or his/her representative if the overtime will cause a hardship to the officer. Forced overtime on an officer is not to exceed more than two days in a row and shall not be more than twenty four hours within that two-day time period or the department shall look to pass the overtime onto the next senior officer.

12.3 **Holiday Hours.** See Section 15.2.

12.4 **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 police officer 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 an officer is not on duty. If the City provides less than 24 hours notice of cancellation, the officer 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.

Extension of a shift or early report to a regular shift does not qualify an individual for return to duty pay.

12.5 **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.

12.6 **On-Call Status in Criminal Investigation Division.** Patrol Officers assigned to the Criminal Investigation Division shall, on a rotating basis, be placed on an on-call status. Each on-call rotation shall be for a period of seven (7) days.

The on-call officer shall remain available (same as the current residency requirement) at all times to respond to requests for information or to immediately return to duty. The on-call officer shall be provided with communication equipment together with a City vehicle to aid immediate response.

Each officer completing an on-call rotation shall be compensated by payment of an amount equivalent to 2 hours per day or 14 per seven (7) days of compensation at the officer's normal hourly rate of pay. On-call compensation may be banked as compensatory time. If the on-call rotation includes a designated holiday, compensation will be 3 hour for the holiday at the officer's hourly rate of pay or compensatory time.

If an on-call officer is requested to return to duty, that officer shall be compensated in accordance with Section 12.4 of this Memorandum of Understanding. Return to duty time commences when the officers report from the officers assigned vehicle as ready to respond. In the alternative, if the officer does not have an assigned vehicle, return to duty time commences upon reporting to the police station or crime scene. Answering telephone inquires while on-call does not constitute a return to duty and shall be considered as being compensated through payment of the on-call compensation.

12.7 **Standby Status.** The chief of police or his/her designee shall have the authority to place officer(s) on standby outside of normal staffing schedules to respond to events and or emergencies which are foreseeable and unforeseeable and require a police response and/or sustained intervention to insure the safety and security of people and property. This shall be done in writing, upon direct order of the Chief or his designee, and be for a specific, stated period of time. At the rate of two hours of straight time (or compensatory time) per day. On-Call Status. If the on-call rotation includes a designated holiday, compensation will be 3 hour for the holiday at the officer's hourly rate of pay or compensatory time.

- 12.8 **M.P.P.O.A. Annual State Conference.** A maximum of two delegates shall be granted leave during work hours to attend POST accredited training related to the M.P.P.O.A. annual state conference and M.P.P.O.A. legislative conference. The cost of meals, hotel and registration for the day of POST accredited training shall be paid by the department according to the existing policy at the time. Two members shall be allowed to attend the annual MPPOA congressional trip on department time.

### **Article XIII - Insurance**

13.1 **A. Hospital/Medical Plans**

The City provides hospital/medical insurance through the current negotiated plans, or another plan providing at least equivalent coverage.

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.

**B. Cancer Insurance**

The City will provide for payroll deduction for cancer insurance premiums for all employees who desire the option. The total cost of the premiums shall be the responsibility of the employee requesting the option. Only one policy of cancer insurance shall be made available. The Union agrees to accept all reasonable restrictions related to this benefit which the City wishes to impose.

**C. Short-term Disability Insurance**

The City will provide for payroll deduction for short-term disability insurance premiums for all employees who desire the option. The total cost of the premiums shall be the responsibility of the employee requesting the option. Only one policy of short-term disability insurance shall be made available. The Union agrees to accept all reasonable restrictions relating to this benefit which the City wishes to impose.

- 13.2 **Life and Dental Plans.** Life insurance is provided through a \$20,000 term policy on the employee only, together with 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 solely at the expense of the employee.

Dental insurance is provided with a maximum coverage of \$1,000 per person per year.

### 13.3 **Insurance Contributions.**

a) The City shall contribute 85% of the total cost of premiums for family coverage, together with life insurance (\$20,000, \$10,000 spouse and \$5,000 dependent) and dental insurance. The City shall contribute one hundred percent (100%) of the total cost for an employee choosing single coverage. Family coverage for purposes of insurance includes the employee and any dependents to which coverage is extended under the City' 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. The City will pay any employee making the election \$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. The election shall not be modified until the next open enrollment period. 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. Employees may again enroll in family coverage, provided they have a qualifying event, at any time prior to receipt of the payment. Employees choosing to again enroll in family coverage will receive a prorated payment of the single coverage incentive.

The Union agrees to meet and confer on the subject of insurance cost during the term of this Agreement.

### 13.4 **Retiree Insurance.**

Effective January 1, 2000, employees 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.

This benefit shall only be available to police officers employed by the City prior to January 1, 1999 or to individuals to whom a conditional offer of employment as a police officer has been made prior to that date. It will not be available to individuals employed after that date.

1. 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.

2. 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.

3. 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.

4. 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.

5. The City agrees to meet and confer regarding retiree insurance.

#### 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, including death. 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.

Any severance due the LELS Officer 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 hire up to 21 years of service shall also contribute 1% of their gross wages each pay period. Members at or beyond 21 years shall contribute 2% of their wages. 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. Upon the death of an employee, no funds can be placed in an HCSP. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes.

## Article XIV - Salaries

### 14.1 Pay Plan.

There shall be a general adjustment to all steps of all ranges in 2015 as follows:

1% effective January 1, 2015.

1% effective July 1, 2015.

There shall be a general adjustment to all steps of all ranges in 2016 as follows:

1% effective January 1, 2016.

1% effective July 1, 2016.

There shall be a general adjustment to all steps of all ranges in 2017 as follows:

2% effective January 1, 2017.

1% effective July 1, 2017.

### 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.

Effective January 1, 2013, upon completion of twenty years of service, there shall be an additional 4% step awarded on the anniversary date. Members having completed 20 years of service prior to January 1, 2013, will be award the step effective January 1, 2013.

- 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 **Working out of class.** When employees are assigned to work at a higher range they will get paid at entry level for that range. Selection will be made by asking the most senior officer on duty or scheduled to work that day.
- 14.11 **Shift Differential** All employees will receive a shift differential of 60 cents (\$.060) per hour for all hours worked between 6 PM and 6 AM. Shift differential will not be paid in addition to overtime.
- 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. No additional time will be added to the unofficial roll call as a result of the ten minute increase in the lunch break.

- 14.13 **Uniform Allowance.** The uniform allowance for members of LELS shall be \$76.00 per month for uniformed officers effective January 1, 2015, \$80.00 per month January 1, 2016 and, \$85.00 per month on January 1, 2017.
- 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.

An employee will not be hired above the first step of the salary range for a position unless after proper advertising of the vacancy it has not been possible to find a qualified applicant who will accept the position at the first step.

14.18 **Field Training Officers.** Officers who are selected to work as field training officers shall receive \$2.00 per hour for all hours worked on that assignment.

14.19 **K-9 Officers.** Canine Handlers will be compensated as follows for kennel time:

1. On the handler's scheduled days off - Handlers will be compensated 1 hour of overtime pay or comp at the officer overtime pay rate of one and one half times(1.5 times)

2. On scheduled days on - Handlers will be compensated by being given 1 hour of paid time off, non-overtime rate, either at the start or the end of their shift. This hour off will be determined at a minimum of 72 hours prior to the scheduled day of work.

14.20 **Electronic Communications.** The City shall pay two (2) hours per pay period at straight time, (or compensatory time] to recognize communications via electronic means during otherwise scheduled off duty hours. This is calculated as 26 pay periods per calendar year.

#### **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. Officers assigned to 8-hour shift schedule:

Sworn Peace Officer shall be paid by the City time and one-half for all hours worked on a holiday in addition to his/her regular holiday pay.

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 holiday pay;
- 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. Officers assigned to 10-hour shift schedule:

1) Employees not working on a holiday will receive ten (10) hours (straight time) of holiday pay.

2) Employees working on a holiday will receive:

a) Employees shall be considered to have worked the holiday when they have worked five (5) or more consecutive hours during the day designated as a holiday. 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 ten (10) hours of (straight time) holiday pay.

c) 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 holiday pay;

- 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. Maximum accumulation of holiday compensatory time is thirty (30) hours. Departmental work rules may be established regulating the use of accumulated compensatory time.

**Article XVI - Vacations**

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

|                     | Hours per<br>pay period | Hours per<br>year | Hours per<br>Accrual | Maximum |
|---------------------|-------------------------|-------------------|----------------------|---------|
| 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 **Conversion Year.** For the first (conversion) year, all employees will be credited with the amount of vacation they have earned in the previous year, and shall begin to accrue vacation each pay period as of January 1. Any adjustment due will occur on the employee's anniversary date. Accrual maximums must be met by the end of the first year as well as each succeeding year this plan is in effect. Additionally, for the first year, any vacation carryover may be used at the previous year's rate of compensation.

16.7 **Requests for Vacation Leave.** Employees that desires a specific time for leave between,

January 1<sup>st</sup> and the last day of February, shall submit their request to the department head or his/her designee. The leave shall be approved and posted as soon as possible. The leave shall be posted for 5 calendar days. If no one with more seniority requests that same date for leave, the leave shall be granted. If the leave being requested is for time within the next five days, the leave shall be approved on a first come, first served basis. Leave may not be requested and/or posted until the schedule is posted.

**Officer bidding period**- Beginning January 1<sup>st</sup>, the most senior officer on the team can submit his/her vacation cards for the remainder of the year until January 31<sup>st</sup>. From February 1 to the end of February the time for the remaining team members to submit vacation cards will be divided equally by seniority. The department shall approve leave request and post them.

LELS members do not have to request leave for all of their time off during their designated bidding period. After March 1<sup>st</sup> until December 31 the remainder of time off shall be approved on a first come, first served basis. Officers that put in for time off at the same time shall be granted by seniority first.

Any vacation not requested by October 1 may be assigned by the department head upon a five day notice to the employee.

- 16.8 **Waiving Vacation Prohibited**. Vacation may not be waived by an employee for the purpose of receiving extra pay for work during that period.
- 16.9 **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.
- 16.10 **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.
- 16.11 **Priority**. Vacation, personal leave, and holiday leave on the observed day of the holiday shall have precedence over other holiday leave and compensatory time off requests. Vacation leave, personal leave, and holiday leave on the observed day of the holiday shall be considered equal to each other and neither have precedence over the other. Other holiday leave and compensatory time are to be considered equal to each other and neither shall have precedence over the other.
- 16.12 **Duration**. Due to the abusive effect multiple vacation of two (2) days or fewer can have on personnel, vacations of three (3) days or more shall have precedence, regardless of seniority, over vacations of two (2) days or fewer.

16.13 All vacation leave requests will be approved or declined within forty-eight (48) hours of submission.

**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> | Total | <u>Monthly Rate</u> | Total | <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> | Total | <u>Monthly Rate</u> | Total | <u>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> | Total | <u>Monthly Rate</u> | Total | <u>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 percent (50%) 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 PERA retirement eligible; 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 shall 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. Effective January 1, 1984, the other fifty (50%) percent of unused sick leave earned that year will be accrued until the employee has accumulated 1,200 hours 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 in a special fund for each employee. The purpose for which these dollars may be expended shall be agreed upon by the Union and the City. Until such time as the parties mutually agree on a purpose for which special fund dollars may be expended, the City shall pay to each employee their balance in the special fund upon retirement; or upon death, to an employee's estate.

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, parents, grandparents, brothers, sisters, or any member of the employee's household. It shall also include the employee's spouse's children, parents, grandparents, brothers or sisters. Immediate family for illness shall be defined as the employee's spouse, children, parents, step-parents 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 man made 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, children, step-children, mother, father, step-parent, brothers or sisters including step-siblings, grandparents, or spouse's mother, father, brothers or sisters, and grandparents. 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.** Any employee who is properly elected by his/her fellow employees to represent them at a state, national or international employees' organization officially recognized by the City shall be granted a leave of absence without 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 his/her departure for such meeting. Not more than one employee from a single employees' organization shall be granted time off to attend meetings at the same time.

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 week's 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**. 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 April 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.

Between April 1 and June 1 of each year an employee may request a specific Personal Leave time provided it does not conflict with those employees who had made a vacation or Personal Leave Day determination prior to April 1. Such request shall be posted for three (3) working days. If no other employee with greater seniority objects, said employee shall be entitled to the date he/she selected.

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 31<sup>st</sup> 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 (approximately \$15.00 every three years). The exact fee will be established by the Police Officers Training and Standards Board.

#### **Article XX - Residency Requirement**

20.1 **Residency Requirement**. Police Department Law Enforcement Personnel shall live within a 45 minute driving time distance of the Police Station provided that distance in any direction shall not be restricted to less than six miles from that station. The driving time shall be defined as that period of time from departure of the Police Station to the proposed residence location shall be the average of at least three but not more than five trips. The Chief of the department or his/her designee may time said trips and insure observation of speed limits and applicable traffic regulations. This paragraph supersedes Civil Service Rule 1206.

#### **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-

#### **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 when glasses are required and where glasses are to be purchased. The City will approve choice of frames and lenses in light of its concern for safety and durability. In the alternative, effective January 1, 2012, the City will pay \$70 toward the cost of contact lenses if selected by the employee as an alternative to safety glasses. Should replacement be necessary due to loss or damage, such replacement must be approved by the immediate supervisor and department head. Additionally, the City will provide lenses for insert into gas mask apparatus for those officers who need to wear prescription eyewear within their face masks.

#### **Article XXIV - Roll Call**

- 24.1 **Roll Call for Employees Assigned to 10 Hour Shift.** Roll call will be eliminated for ten-hour shift employees.

#### **XXV - Term**

- 25.1 **Term.** This agreement is effective upon execution of this agreement, and shall continue in effect until December 31, 2017 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.

#### **XXVI - Waiver**

- 26.1 **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.

#### **XXVII - Savings**

27.1 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 an 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,  
INC., LOCAL #33

CITY OF ST. CLOUD, MINNESOTA

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Dave Kleis, Mayor

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Gregg A. Engdahl, City Clerk

## LONGEVITY SCHEDULE

| YEAR<br>S | MONTH<br>S |         |         |         |         |         |         |         |         |         |         |         |
|-----------|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|           | 1          | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      |         |
| 25        | 1200.00    | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 | 1200.00 |
| 24        | 1011.50    | 1015.00 | 1018.50 | 1022.00 | 1025.50 | 1029.00 | 1032.50 | 1036.00 | 1039.50 | 1043.00 | 1046.50 | 1046.50 |
| 23        | 969.50     | 973.00  | 976.50  | 980.00  | 983.50  | 987.00  | 990.50  | 994.00  | 997.50  | 1001.00 | 1004.50 | 1004.50 |
| 22        | 927.50     | 931.00  | 934.50  | 938.00  | 941.50  | 945.00  | 948.50  | 952.00  | 955.50  | 959.00  | 962.50  | 962.50  |
| 21        | 885.50     | 889.00  | 892.50  | 896.00  | 899.50  | 903.00  | 906.50  | 910.00  | 913.50  | 917.00  | 920.50  | 920.50  |
| 20        | 843.50     | 847.00  | 850.50  | 854.00  | 857.50  | 861.00  | 864.50  | 868.00  | 871.50  | 875.00  | 878.50  | 878.50  |
| 19        | 687.00     | 690.00  | 693.00  | 696.00  | 699.00  | 702.00  | 705.00  | 708.00  | 711.00  | 714.00  | 717.00  | 717.00  |
| 18        | 651.00     | 654.00  | 657.00  | 660.00  | 663.00  | 666.00  | 669.00  | 672.00  | 675.00  | 678.00  | 681.00  | 681.00  |
| 17        | 615.00     | 618.00  | 621.00  | 624.00  | 627.00  | 630.00  | 633.00  | 636.00  | 639.00  | 642.00  | 645.00  | 645.00  |
| 16        | 579.00     | 582.00  | 585.00  | 588.00  | 591.00  | 594.00  | 597.00  | 600.00  | 603.00  | 606.00  | 609.00  | 609.00  |
| 15        | 543.00     | 546.00  | 549.00  | 552.00  | 555.00  | 558.00  | 561.00  | 564.00  | 567.00  | 570.00  | 573.00  | 573.00  |
| 14        | 422.50     | 425.00  | 427.50  | 430.00  | 432.50  | 435.00  | 437.50  | 440.00  | 442.50  | 445.00  | 447.50  | 447.50  |
| 13        | 392.50     | 395.00  | 397.50  | 400.00  | 402.50  | 405.00  | 407.50  | 410.00  | 412.50  | 415.00  | 417.50  | 417.50  |
| 12        | 362.50     | 365.00  | 367.50  | 370.00  | 372.50  | 375.00  | 377.50  | 380.00  | 382.50  | 385.00  | 387.50  | 387.50  |
| 11        | 332.50     | 335.00  | 337.50  | 340.00  | 342.50  | 345.00  | 347.50  | 350.00  | 352.50  | 355.00  | 357.50  | 357.50  |
| 10        | 302.50     | 305.00  | 307.50  | 310.00  | 312.50  | 315.00  | 317.50  | 320.00  | 322.50  | 325.00  | 327.50  | 327.50  |
| 9         | 218.00     | 220.00  | 222.00  | 224.00  | 226.00  | 228.00  | 230.00  | 232.00  | 234.00  | 236.00  | 238.00  | 238.00  |
| 8         | 194.00     | 196.00  | 198.00  | 200.00  | 202.00  | 204.00  | 206.00  | 208.00  | 210.00  | 212.00  | 214.00  | 214.00  |
| 7         | 170.00     | 172.00  | 174.00  | 176.00  | 178.00  | 180.00  | 182.00  | 184.00  | 186.00  | 188.00  | 190.00  | 190.00  |
| 6         | 146.00     | 148.00  | 150.00  | 152.00  | 154.00  | 156.00  | 158.00  | 160.00  | 162.00  | 164.00  | 166.00  | 166.00  |
| 5         | 122.00     | 124.00  | 126.00  | 128.00  | 130.00  | 132.00  | 134.00  | 136.00  | 138.00  | 140.00  | 142.00  | 142.00  |
| 4         | 0.00       | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    |
| 3         | 0.00       | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    |
| 2         | 0.00       | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    |
| 1         | 0.00       | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    |
| 0         | 0.00       | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    |



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ST. CLOUD AND  
LELS LOCAL #33 (PATROL OFFICERS)

Take home Squad Cars

For the past several years the Saint Cloud Police Department has provided take home squad cars for several police officers serving in specific assignments. Take home squads were assigned in order to alleviate parking concerns at the Law Enforcement Center, which included limited street and off street parking. In December 2009 the Saint Cloud Police Department moved into a newly constructed police station. The Saint Cloud Police Station now includes ample off-street parking, including an underground, heated parking garage. The parking garage is large enough to accommodate the Department's entire fleet of vehicles as well as the personal vehicles of all Police Department employees. Additionally, take home squad cars are not operationally necessary and are expensive to maintain. Discontinuance of this program passes significant savings on to the Police Department during challenging economic times.

Therefore, it is agreed by the parties that the practice of provided take home squad cars will be discontinued effective December 31, 2010.

This Agreement is approved by the City and LELS.

LAW ENFORCEMENT LABOR SERVICES,  
INC., LOCAL #33

CITY OF ST. CLOUD, MINNESOTA

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
Dave Kleis, Mayor

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
Gregg A. Engdahl, City Clerk