



2023-2024

LABOR AGREEMENT

Between

The City of St. Cloud and
Law Enforcement Labor Services

Local #309

LIEUTENANTS

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EXHIBITS

- Exhibit A-Salary Schedule and Step Placement
- Exhibit B-Longevity Schedule
- Exhibit C-Equipment List

Article I – Purpose of Agreement

- 1.1 This Labor Agreement, entered into this ____ day of _____ 2023, between the City of St. Cloud, hereinafter referred to as the City, and Law Enforcement Labor Service, 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 Anniversary Date is the date of original appointment with the City.
- 3.2 Appointing Authority as used in this MOU means the Mayor.
- 3.3 Board means the Civil Service Board of the City of St. Cloud.
- 3.4 Base Rate of Pay is the employee’s hourly pay rate exclusive of longevity, overtime, or other special allowance.
- 3.5 Benefit-Eligible Employee is the regular employee scheduled to work thirty (30) or more regular hours per week.
- 3.6 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.
- 3.7 Classified Service means the positions covered by Civil Service as provided for in the Home Rule Charter.
- 3.8 Compensatory Time means time off with pay in lieu of monetary payment for overtime worked.
- 3.9 Continuous Operation are those functions which are required to operate on a 24 hour per day, 7 days per week basis, which shall include Police.

- 3.10 Departments are the primary organizational units of the City as defined by the Administrative Code.
- 3.11 Department Head is an individual appointed to head a department and shall include any individual properly designated to act for the Department Head in their absence.
- 3.12 Division means a branch of a department of the City service.
- 3.13 Employee is a Lieutenant included within the group of personnel, subject to representation by LELS as provided in Article IV of this agreement.
- 3.14 Employer is the City of St. Cloud, Minnesota.
- 3.15 Full-Time Employee is an employee scheduled to work at least forty (40) regular hours per week.
- 3.16 Immediate Family
- A. For sick leave, immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, or any members of the employee's household. It shall also include the employee's spouse's children, grandchildren, parents, step-parents, grandparents, brothers or sisters, mother-in-law, father-in-law, and adult child.
 - B. For funeral leave, immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, or any members of the employee's household. It shall also include the employee's spouse's children, grandchildren, parents, step-parents, grandparents, brothers or sisters.
- 3.17 Overtime is work performed at the express authorization of the employer in excess of a basic work day.
- 3.18 Pay Anniversary Date is the date of an employee's appointment, promotion, or demotion.
- 3.19 Permanent Employee means an employee in the classified service who has successfully completed a probationary period.
- 3.20 Position means any specific office, employment or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.
- 3.21 Probationary Period means a working test period during which an employee is required to demonstrate their fitness for the position to which the employee is appointed by actual performance of its duties
- 3.22 Reclassification/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. Generally, reallocation is the term used to describe the action by which a position is granted a different salary, higher or lower, but the position title remains the same. Reclassification occurs when both the position title and the salary are changed.

- 3.23 Return to Duty is return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of, or an early report to an assigned shift is not a return to duty.
- 3.24 Seniority is the total length of continuous service from first date of hire with the City after gaining permanent full-time employee status.

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 supervisory employees in the job classifications of: Lieutenant 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 employees; the Commander; the Assistant Chief of Police; the Chief of Police; 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 just cause.
 - 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 agreement 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 other 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, §§ 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. 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 Employment 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 officer 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 is defined as a dispute or disagreement as to the interpretation or application of any terms or provisions of this contract.
- b) Organization Representatives. The City will recognize two (2) Employees, 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 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 Article 8.1, shall be resolved in conformance with the following procedure:

STEP 1: An employee filing a grievance shall, within ten (10) calendar days of an alleged violation, present such grievance to the Department Head. The Department Head 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 and discussed with the Mayor, or Mayor's Designee. The Mayor or Mayor's Designee 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: A grievance unresolved in Step 2 and appealed to Step 3 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. Employees presenting grievances at Step 3 (Arbitration) must be represented by the grievance representative of LELS.

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 Union 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 within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance at the next step. The time limit in each step may be extended by mutual written agreement of the City and LELS. A grievance time limit shall be considered to have been met if the grievance or appeal is post marked within the time limit.

- g) Grievance Representative. Employees presenting grievances may choose to be represented by the grievance representative of LELS.
- h) Election of Remedies. If, as a result of the written Employer response in Step 2, 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 3 or a procedure such as Civil Service, Veterans Preference, or Fair Employment. IF appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 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 3.

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.

- i) Disciplinary Procedure. Disciplinary action or measures that are considered discipline and are subject to the grievance procedure shall include the following, but need not be applied in the listed order:
 - 1. Oral reprimand
 - 2. Written reprimand
 - 3. Suspension
 - 4. Demotion
 - 5. Discharge
- j) Discipline. The employer will discipline for just cause only.
- k) 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.
- l) Oral Reprimand. An oral reprimand shall be identified as such and the occurrence shall be documented in the employee's personnel file.

If the Department Head/supervisor has reason to reprimand an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Oral reprimands will be identified as such.

When any disciplinary action is intended, the Department Head/supervisor shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

An employee who has been notified that the employee is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

- m) Administrative Leave. The Department Head may place an employee who is the subject of a disciplinary investigation on an administrative leave with pay.

An employee on administrative leave shall continue to receive all city provided employee benefits.

- 8.2 Discharge. If the employer feels there is just cause for discharge of an employee, the employee shall be notified, in writing, that they are to be discharged and shall be furnished with the reason(s) and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against them, and to present their side of the story at a pre-termination hearing. The right to such meeting shall expire at the end of the next scheduled workday of the employee after the notice of intent to discharge is delivered to the employee unless the employee and the appointing authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of intent to discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of the intent to discharge, the requirement to be in pay status shall not apply.

- 8.3 Veterans Preference Act. A disciplinary action with the intent to discharge a veteran must adhere to Minnesota Statutes (Section 197).

- 8.4 Police Officers Bill of Rights. The Peace Officer Discipline Procedures Act is defined in Minnesota Statute § 626.89. The City shall comply with this Statute in respect to disciplinary procedures for Peace Officers.

- 8.5 Personnel Files. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, entered into the employee's electronic yearly evaluation file. They shall not be entered into the employee's personal file.

An oral reprimand shall become part of an employee's personnel file. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel file. A written record of all disciplinary actions shall be entered into the employee's personnel file. All disciplinary entries in the personnel file shall state the corrective action expected of the employee. Problem areas in performance and action plans to address those problem areas of performance shall be reflected in the employee's annual performance evaluation.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel file and shall be entitled to have the employee's written rebuttal included therein.

Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

- 8.6 Access to Personnel File. The contents of an employee's personnel file shall be disclosed to the employee upon request, within twenty-one calendar (21) days. In the event a grievance is initiated, the Human Resources Director shall provide a copy of any items from the employee's personnel office record upon the request of the employee.
- 8.7 Removing Materials from Personnel File. Upon the employee's request for consideration, the following documentation may be removed from the employee's Personnel File upon the recommendation and /or approval of the Department Head:
1. A written reprimand provided that no further disciplinary action has been taken against the employee;
 2. A written record of a suspension provided that no further disciplinary action has been taken against the employee; and/or
 3. A written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse. If the allegation was unfounded or not sustained, the written requirement as well as any statements will not be placed into the personnel file.

A written request to remove a document from a personnel file under this section shall be made to the Department Head for approval and submitted to the Human Resources Office. If the document is not removed, the request as well as any reasons for the request shall be placed in the Personnel File. If the document is removed, the request shall not be placed into the Personnel File.

Article IX – Negotiation Through Designated Representatives

- 9.1 The parties agree that all negotiations will be conducted exclusively between the designated representative of the City and LELS. No more than *three (3) LELS members*, will participate in negotiations while on duty. 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 197.447 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 their former position.
- 10.5 Right to Return. A promoted employee shall have the right to return to the employee's previous position provided that the employee notifies their Department Head, in writing, of their intention to do so within the probationary period. The right to return shall be granted when made within 60 days of the date of promotion. The right to return after 60 days of the date of promotion shall be granted unless the previous position has already been filled.
- 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 Demotion. A demoted employee shall serve a six (6) month probationary period unless the employee has already successfully completed a probationary period in the position to which the employee is demoted. A demoted employee has no right to return to the promoted position from which the demotion occurred. (In lieu of layoff, see Section 14.8 of this agreement).
- 10.8 Interruption of Services. Approved vacations and personal leave time shall not be counted as an interruption of service during the probationary period. Military leave, compensatory time, holiday time, and sick leave time may be counted as an interruption of service during the probationary period. Any interruption of service during the probationary period shall not be counted as party of the probationary period; and no interruption of service, except for military leave, may continue for more than six months. A promoted employee absent for more than six months shall be returned to their previous position, but shall remain on the promotional eligibility list, new employees will be terminated.
- 10.9 Probationary Reports. Any monthly performance reports on a probationary employee shall be reviewed with the employee and signed by the employee as evidence that the employee is aware of its contents. A copy of the report shall be given to the employee.
- 10.10 Permanent Employee Evaluations. Every permanent employee will have an annual performance review. Employees will be reviewed by their immediate supervisor, or in some cases a team evaluation may be appropriate. All information will then be reviewed by the Department Head. Performance reviews shall be signed by the employee, immediate supervisor, and Department Head and will be placed in the employee's permanent personnel record. Comments, rebuttals, or appeals may be submitted in writing within a reasonable period of time after the review has taken place, and will be attached to the performance review as filed. Evaluations should highlight employee's strengths and address specific areas for development of weaknesses within the scope of the current job description. Signatures are required on the appraisal forms. Once the form has been signed, none of the information may be altered.

- 10.11 Permanent Status. Every appointment 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 department's web-based scheduling/payroll system, and/or other electronic method determined by the department, which is accessible to all LELS Local 309 employees at all times. Any change in work schedules shall be posted at least seventy-two (72) hours if lieutenant is scheduled to work that day or one hundred twenty (120) hours in advance of the start of the shift if lieutenant is not scheduled to work. In 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 seventy-two (72) hours if lieutenants is scheduled to work that day or one hundred twenty (120) hours if lieutenant in not scheduled to work that day the lieutenant will be paid one and one-half (1 ½) the lieutenant's normal rate of pay for all hours worked. 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 15th of each year. The City retains the sole discretion to schedule its employees 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 employees shall be an average of forty (40) hours, and the basic work day for employees shall be either eight (8) or ten (10) consecutive hours inclusive of lunch.
- 11.3 Rest and Lunch Periods. All employees shall have a fifteen (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 thirty (30) minute paid lunch period for each work day which 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 day or work week. Employees assigned to a ten (10) 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. Employees assigned to an eight (8) 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 eight (8) hours per days. Overtime as defined herein shall be paid on the basis of all hours compensated. Employees who volunteer and are eligible to work extra duty overtime shifts for outside contracted entities, shall be paid at the hourly contracted rate for all hours worked.

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. Employees may accumulate a maximum of one hundred (100) hours of compensatory time. Department rules may be established regulating the use of accumulated compensatory time off.

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 the employee does not wish to work overtime. Failure of an employee to work overtime with 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 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 their 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, the employee need not return to work to fill out the two-hour period to receive two hours pay. Any subpoena or witness fees received by employees as a result of any court appearances for which the employees are compensated under this section shall be turned over to the City.

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

- 12.3 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 forty-eight (48) hours every three (3) years). The Chief will establish the type and amount of training required.
- 12.4 M.P.P.O.A. Conferences. A maximum of two (2) Employee 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 legislative 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 reimbursement policy at the time. Two members shall be allowed to attend the annual M.P.P.O.A. congressional trip on department time.

12.5 On-Call Status. Each employee assigned to an on-call status shall be compensated by payment of an amount equivalent to 2 hours per day at the employee's normal hourly rate of pay. On-call compensation may be banked as compensatory time. If the on-call is on a designated holiday, compensation will be 3 hours for the holiday at the employee's hourly rate of pay or compensatory time.

If an on-call employee is requested to return to duty, that employee shall be compensated in accordance with Section 12.2. Return to duty time commences when the employee reports from the employee's assigned vehicle as ready to respond. In the alternative, return to duty time commences upon reporting to the police station or 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.

12.6 Electronic Communications. The City agrees to 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 twenty-six (26) pay periods per calendar year.

Article XIII – Insurance

13.1 Hospital/Medical Plans. The City provides hospital/medical insurance through one fee for service provider, presently Health Partners or another plan providing at least equivalent coverage. As an alternative to the Basic Plan employees can elect coverage through one health maintenance organization, presently Health Partners, 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.

13.2 Life and Dental Plans. Life insurance is provided through a \$20,000 term policy on the employee only. Employees have the option to purchase family coverage for 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.

The City will provide dental insurance.

13.3 Insurance Contributions

a) The City shall contribute ninety (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 payroll deduction following City Council approval. 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'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.

- b) Any employee eligible to carry family coverage may at their option elect to take single coverage and receive \$2,000 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 during the open enrollment period each year or if a qualifying event occurs during the 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 prorated to reflect the number of months to employee carried single coverage while eligible for family coverage. This incentive is available only to active employees.
 - c) 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 Cancer Insurance. The City will provide for payroll deduction for cancer insurance premiums for all employees who desire this option. The total cost of the premiums shall be the responsibility of the employee requesting the option. The city will indicate the appropriate carrier and only one policy of cancer insurance will be made available.
- 13.5 PERA Life Insurance. The City will provide for a payroll deduction for PERA life insurance for all employees who desire this option. The total cost of the premiums shall be the responsibility of the employee requesting this option.
- 13.6 Retiree Insurance. Retiree insurance will not be available for employees appointed to the position of Lieutenant after the effective date of this Agreement unless they were previously eligible for the City's retiree insurance benefit.

Lieutenants 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.

1. The City will pay for coverage, at the same percentage for the cost of premiums at retirement, 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. At each annual open enrollment, the employee shall elect whether or not to commence this benefit. Once commencement of the five (5) consecutive year period, during which the City will pay the cost of premiums has begun, this benefit election cannot be changed. The retired employee shall pay for coverage for eligible dependents (Family Coverage) at the same rate as current employees pay for such coverage.
2. The City will pay for coverage on behalf of the retired employee at the rate of fifty percent (50%) of the cost of the premium during the year following the five (5) years designated by the employee pursuant to paragraph 1 above. Premiums will be paid at fifty percent (50%) of what is being paid for eligible dependents at the time of this sixth (6th) year.
3. The retired employee, if electing to continue coverage, may pay the entire cost for coverage under the group plan (self and dependents), for any period of time following the date of retirement during which the City is not paying the premiums

pursuant to paragraphs 1 and 2 above. On the first of the month in which a retired employee turns age sixty-five (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 the employee wishes to exercise this option. The City will not pay any retroactive premiums. All retirees who receive any annuity under a retirement program may elect to purchase, at their expense, individual and dependent hospital, medical, and dental coverage equivalent to that of active employees pursuant the Minn. Stat. § 471.61, subd. 2.

- 13.7 Post-Employment Health Care Savings Plan. The City will establish a post-employment health care savings plan. Funds 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. The City will not contribute any monies to the fund.

All members shall contribute two-and-one-half percent (2.5%) of their gross wages each pay period. 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.

Employees may roll over banked compensatory time and holiday time into the following calendar year for up to thirty-one (31) days. Any compensation time due to the employee on January 31st from the previous calendar year from their 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 Systems, to be used following separation of City service.

Any severance due to the LELS officer upon separation from the City from banked vacation, personal day, holiday, compensatory time, and sick leave 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.

Upon the death of an employee, any money due or not yet paid cannot be received by the Health Care Savings Plan. Any such balances will be paid out to the employer's beneficiaries or estate.

Article XIV – Salaries

- 14.1 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.
- 14.2 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.

- 14.3 Pay Plan. The Lieutenants will be classified in Pay Grade 111 of the new classification structure. The Employees will remain hourly and will not be considered exempt or a salaried Employees.

SEE EXHIBIT A – FOR SALARY SCHEDULE AND STEP PLACEMENT

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

January 1, 2023: 3%

January 1, 2024: 3%

- 14.4 Pay Anniversary Date. The pay anniversary dates for employees appointed, promoted, or demoted prior to January 1, 2023, shall be January 1. The pay anniversary dates for employees appointed, promoted, or demoted on or after January 1, 2023, shall be the actual date of the action.

- 14.5 Merit Step Increases. Step increases 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 to the Human Resources Office that the employee's work performance or conduct does not justify granting such increase. In such cases, the employee shall be notified in writing by the Human Resources Office, and the employee shall have the right to appeal at Step 2 of the grievance procedure.

- 14.6 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 the employee's present rate of pay during the period of incumbency (except in the event of general service-wide reductions). However, if the employee's present rate does not equal or exceed the maximum for the new class; the employee shall be entitled to salary increases until the employee reaches the established maximum for the new class.

- 14.7 Promotion. An Employee promoted into this bargaining unit will be placed at a minimum of 3% above the hourly rate of compensation that the highest hourly paid St. Cloud Police Sergeant is receiving at the time of the promotion.

- 14.8 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 employee demoted at the employee's request within their own department shall be placed on the same step of the range for the new position as the employee is occupying in the range of the employee's present position (same step letter, not the same salary).

An employee demoted at their 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 letter held in the present range.

- 14.9 Reinstatement. When a person is appointed from re-employment list to the same or similar position in the department in which the employee was employed immediately prior to their separation from the service of the City, the employee shall enter the position at the rate last received in their 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 the employee 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 the employee was previously employed, the employee shall be reappointed at the minimum of the salary range for the class.
- 14.10 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 the same as the salary range of the position being held, the employee shall receive the same rate of compensation as received in the former position.
- 14.11 Shift Differential. Employees within this LELS unit will receive a shift differential of \$1.00 per hour for all hours worked between 6:00 p.m. and 6:00 a.m.
- 14.12 Uniform Allowance. If an employee is required to wear a uniform by the City, the employee will be supplied such uniform by the City. All employees whose work requires the wearing of protective clothing will be supplied such clothing by the City. An allowance may be provided as an alternative to being supplied with uniforms or protective clothing. The uniform allowance for Employees shall be one hundred dollars (\$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.
- 14.13 Payroll Deductions. The City will attempt to equally divide payroll deductions between the two (2) Pay Periods of each month.
- 14.14 Direct Deposit. The City requires direct deposit of payroll checks.
- 14.15 Flexible Benefit. The City will provide a pre-tax benefit whereby eligible medical expenses and dependent care expenses may be deducted from salary on a pre-tax basis and claims made for those accounts are submitted to Human Resources for reimbursement. All enrollment requirements and procedures must be followed for participation.
- 14.16 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 the employee holds. Salary schedules are attached as Appendix A.

- 14.17 Original Appointment. An employee will not be hired above the first step of the salary range for a position unless, after proper advertising, it has not been possible to find a qualified applicant who will accept the position at the first step. In all cases in which the employer intends on offering an outside applicant a salary about the first step, the same or higher salary offer must first be made to the current employees on the eligibility list seeking promotion to the same position.
- 14.18 Working out of Class/Temporary Promotion. Employees temporarily assigned to work out of class will receive an additional four and one half (4 ½) hours pay at their current rate of pay as daily compensation if a Commander, Assistant Chief, or the Chief of Police is not available when an employee is assigned to work out of class. If an Assistant Chief or the Chief of Police is available when an employee is assigned to work out of class, employees temporarily assigned to work out of class will receive an additional three (3) hours pay at their current rate of pay as daily compensation. The Chief of Police has sole discretion in determining when a Commander, Assistant Chief or Chief of Police is available.

Article XV – Holidays

- 15.1 Holiday Pay. Employees shall receive the following twelve (12) paid holidays:

New Year’s Day	January 1
Martin Luther King’s Birthday	3rd Monday in January
President’s Day	3rd Monday in February
Easter Sunday	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

- 15.2 Work on Holidays. Employees shall be paid time and one-half for all hours worked on a holiday in addition to their regular holiday pay. Upon their request, and with the approval of the Department Head, employees may be compensated for holiday pay in time off equivalent to hours earned. Maximum accumulation of holiday compensation 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 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 for Newly Hired Employees. 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 1 of each year, vacation will be approved on a first come first service basis.
- The Department Head, upon five (5) 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 during the employee's vacation, the employee's vacation will be rescheduled. In the event that the employee's incapacity continues until January 1, the employee shall be compensated in time off in the following year.
- 16.9 Unused Vacation. If an employee has been unable to use all of their 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.

- 16.10 Work on Vacation. Employees who are called in to work on a scheduled day of vacation, regardless of the amount of work time spent, will, at their request, have their day of vacation rescheduled.
- 16.11 Personal Leave Time. 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 employee assigned to a 10-hour shift. Requests, and/or conflicts of request, for Personal Leave time will be resolved in accordance with Vacation Leave request provisions (see 16.6). Employees must use personal leave time within the calendar year in which it is provided.

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 the first five (5) years of employment, an employee accrues service time for determining future payments of longevity.

After completion of the fifth (5th) year and ending with the tenth (10th) 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>	x	<u>Total Monthly Rate</u>	=	<u>Total 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.

After completion of the 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.

After completion of the 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.

After completion of the twenty-fifth year of continuance service, an employee shall be paid \$4.00 per month for each year of service. Maximum years of service for purposes of longevity are twenty-five (25) years. (See attached 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 the employee’s 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 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, accumulate 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. 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 Notification of Need for Sick Leave. When an employee needs to use sick leave, the employee shall notify the person designated by their Department Head at least a half hour prior to the time the employee 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 their time off designated as sick leave.

- 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, grandchildren, parents, step-parents, grandparents, brothers, sisters, or any member of the employee's household. It shall also include the employee's spouse's children, grandchildren, parents, step-parents, grandparents, brothers or sisters. Immediate family for illness shall be defined as the employee's spouse, children, adult child, step-children, mother-in-law, father-in-law, grandchildren, parents, step-parents, grandparents, brothers, sisters, or any members of the employee's household.

- 18.4 Payment for Unused Sick Leave. After accumulation of 720 hours of sick leave, employee may be paid each year for fifty percent (50%) 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. The City will notify employees who are eligible to make elections. If no election is made for payment, by June 1, of the payment year, that amount along with the other fifty percent (50%) of unused sick leave earned that year will be accrued until the employee has accumulated 1,200 hours of sick leave. For purposes of this section, the year will run from July 1 through June 30 of the following year.

Effective June 30, 2020, after an Employee accumulates 1,200 hours of sick leave, one hundred percent (100%) of the amount in excess of 1,200 hours shall be converted to dollars and paid into a Post- Employment Health Care Savings Account for each Employee.

18.5 Payment Upon Disability, Separation, or Death.

- a. In the case of an officer killed in the line of duty, as defined by Minn. Stat. § 299A.41, subd. 3, 100% of unused sick leave hours will be paid to the employee's estate or designated beneficiary.
- b. Upon disability or separation- with the City the following portion of unused sick leave will be payable to an employee, or payable on the death of an employee to the employee's estate or designated beneficiary. If the following criteria are met the employee is eligible for 65% of unused sick leave, up to a maximum of 780 hours, to be paid upon separation:
 - Employee retires from service (must be PERA Retirement Eligible and 55 years of age or older) and;
 - Employee has at least 20 years of employment with the City.

If the following criteria are met the employee is eligible for 50% of unused sick leave, up to a maximum of 600 hours, to be paid upon separation:

- PERA Retirement Eligible Employee, with less than 20 years of service, or;
- Employee resigns from service with at least 20 years of employment with the city and is not 55 years of age or older.

If neither of the above criteria are met, the employee is not eligible for the payment of unused sick leave at the time of separation. In no case will unused sick leave be paid to an employee who is involuntarily terminated from employment.

- 18.6 Waiving Use of Sick Leave. Upon written request to the employee's Department Head, an employee may waive use of their sick leave.
- 18.7 Physician's Certificate. After two (2) consecutive 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 their work. Upon the direction of the Mayor or the Department Head, the employee may be required to be seen, at the employer's expense, by a City designated physician, for verification or a statement of general fitness. The Mayor or Department Head may also request a physician's certificate stating restrictions or fitness for duty if there appears to be a chronic case of absences, although non-consecutive, attributable to a medical condition as reported by the employee.
- 18.8 Injury On-Duty Pay. A member of the bargaining unit injured while on a police call, or during physical police training, 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. The benefit is to be primarily used in one consecutive time period and is never to be used in intervals less than 20 hours at a time. Thereafter, if the employee is unable to return to work, the employee may use their accumulated sick leave in accordance with this agreement. Injury on duty compensation shall mean compensation at the employee's current rate of pay.

Injury on duty for a police call shall be defined as any time an officer is enroute to or on a legitimate call for police service. A legitimate call for police service is initiated by the dispatch center assigning the call, or when the call is self-generated by the officer, both of which must result in documentation including the creation of an ICR and a written

police report. For purposes of this section a self-generated call for police service is initiated when an officer takes legitimate police action followed by the above described documentation. The term legitimate refers to police calls or police action that are compliant with the rules and regulations of the Police Department, State and Federal law. Legitimate police action also implies reasonable action given the circumstances while utilizing proper safety precautions and appropriate equipment. Physical police training shall be defined as any training authorized by the St. Cloud Police Department that specifically requires an officer to complete tasks which are physical in nature and applicable to the duties of a police officer. This would not include classroom lecture or physical acts that occur outside the scope of the training. To be considered for injury on duty pay the officer must have reported the injury to a supervisor or trainer and documented the police call and/or injury in accordance with this section and all current St. Cloud Police Department policy.

- 18.9 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 their full basic compensation as long as the employee 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 the employee has no sick leave or vacation credits, an employee shall receive the benefits and payments granted the employee according to state worker's compensation laws.
- 18.10 Funeral Leave. The employee will be granted up to three (3) paid leave days in addition to sick leave for a death in the immediate family.
- 18.11 Military Leave. Every employee shall be entitled to military leave as provide 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 the employee's official duties. In the case of jury duty, the employee's compensation from the City during their leave shall equal the difference between the employee's regular compensation and compensation paid for jury duty.

A leave of absence for illness, injury, or disability may also be granted with the application of available sick leave pay if the employee produces a physician's certificate before the requested leave is to begin, specifying the condition, how this condition prevents the employee from performing the essential duties of their job, any reasonable accommodations that could be made to allow the employee to perform the essential duties of the position, an expected date of return to work including limitations or restrictions and the time anticipated before the employee is fully performing all aspects of

the position description. Any information listed above that is not included in the employee's request for sick leave pay during any extended leave of absence may be cause for not granting the leave, or for granting the leave without pay.

- 18.13 Leave of Absence Without Pay. Any employee who has no sick leave, and is mentally or physically incapacitated to perform their duties; or who, for any stated reason, wishes to absent themselves from their duties, may be granted a leave of absence in accordance with Section 18.17 of this Labor Agreement. 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 Parental Leave. Every employee that works any average of 20 hours or more per week and has been an employee of the City for at least one year is eligible for parental leave. A maximum of twelve (12) weeks unpaid parental leave is permitted to a mother or father upon the birth or adoption of a child; the leave begins at the time requested by the employee, but must be within six weeks of the birth or adoption of the child. Reference Minn. Stat. § 181.940.
- 18.15 Family/Medical Leave. The Family and Medical Leave Act (FMLA) entitles eligible employees to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period as a result of the birth or placement for adoption or foster care of a child, to care for any immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The twelve (12) month period shall be calculated using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances. The City requires that any available sick leave be used in conjunction with a medical leave. Employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the City must allow fifteen (15) calendar days for the employee to comply with the medical certification. If no medical certification is returned within twenty (20) calendar days and the employee has not returned to duty, the employee will be considered as voluntarily resigned. The City has the right to question the validity of any certification and may require the employee, at the city's expense, to be seen by a city designated physician. An employee that does not return to work upon the expiration of the twelve (12) week FMLA leave may request a leave of absence with or without pay. If the employee is no longer in pay status at the expiration of the FMLA leave, the City is not obligated to continue to maintain health insurance coverage and a COBRA notice would be issued. A request for any paid leave must be made in accordance with Section 18.12 herein. A request for an unpaid leave of absence shall be considered under Section 18.13 herein. Reference Family and Medical Leave Act regulations released by the Department of Labor effective February 6, 1995.
- 18.16 Leave to Attend Employee Organization Meeting. Employees who are elected by their fellow employees to represent them at a state, national or international employee's organization officially recognized by the City may be granted a 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 a one (1) week notice prior to the date of their departure for such meeting.

- 18.17 Procedure for Requesting Leave of Absence. All requests for leaves of absence of less than thirty (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 the employee's immediate supervisor in accordance with the following schedule:
- A. For leave of thirty (30) days or less, a two (2) week notice shall be given unless, because of special condition, 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 their knowledge of the need for such leave.
 - C. Leaves of more than thirty (30) days are covered by Civil Service Rules.

An employee's request for a leave of absence of less than thirty (30) days shall be answered by the Mayor's Office within ten (10) calendar days after request has been made.

- 18.18 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.
- 18.19 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.

Article XIX – License Fee

- 19.1 License Fee. The City shall pay the entire fee for licenses or endorsements required for any employee to continue to perform the duties and responsibilities of a position that employee holds on the date the licensing requirement becomes effective. The City shall pay the entire fee for renewal of licenses or endorsements required for the position the employee holds, except that the City shall not pay the cost of renewal of a Class "D" driver's license or any endorsement thereto, and shall not pay fees necessary to meet a promotional requirement or original appointment.

Article XX – Response Time Residency Requirement

- 20.1 Response Time Residency Requirement. Police Department Law Enforcement Personnel shall live within a 60-minute driving time from their residence to the St. Cloud City Limits. The 60-minute drive time shall be determined by using a GPS mapping software, such as MapQuest or Google Maps. The Chief or designee will input the starting location as the St. Cloud City Limits and the end location as the proposed residence and it must take

60-minutes or less to drive to the residence from the St. Cloud City Limits, as indicated on the GPS mapping software. This section does not apply to Lieutenants who reside outside of the 60-minute drive time prior to January 1, 2021. If they move from their current residence, the residency requirement will apply. There shall be no response time residency requirement for members of this unit after the successful completion of 20 years of service with the City of St. Cloud.

Article XXI – Department Vehicle

- 21.1 Use of Department Vehicle. Employees will be assigned a department vehicle to use for all police department business and to travel from their residence and the police department. However, for purposes of traveling between an employee’s residence and the police department, employees may not travel with their department vehicle further than a 45-minute drive time from the St. Cloud City Limits as calculated in Article XX. This 45-minute drive time limitation applies for the employee’s entire term of employment and shall not be removed after an employee has completed 20 years of service with the City of St. Cloud.

Take home vehicles benefit the Employer by ensuring a quicker response time in the event of a call back to duty; however, take home vehicles also increase the Employer’s costs for fuel and maintenance. Therefore, the parties agree that the Lieutenants will be assigned a department vehicle for use for all police department business and to travel between their residence and the police department and in the event that the Employer needs to “call back” the vehicles, depending on the needs of the City or the Department from the command staff in the police department (i.e., Commanders, Assistant Chief of Police and the Chief of Police), the Employer also retains the right to “call back” the vehicles from the Lieutenants.

Article XXII – Safety Glasses

- 22.1 Safety Glasses. The City will pay the cost of approved 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. This benefit is eligible for reimbursement every 12-month rolling period. In the alternative, the City will pay \$100 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 gasmask apparatus for those employees who need to wear prescription eye wear within their face masks.

XXIII – Education Reimbursement

- 23.1 Education Reimbursement. The City agrees to meet and confer regarding education reimbursement.

XXIV – Term

- 24.1 Term. This Agreement is effective January 1, 2023 and shall continue in effect until December 31, 2024 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 – Separation

- 25.1 **Separation.** An employee who wishes to leave the classified service in good standing shall provide written notice of resignation or separation to the Human Resources Office within a reasonable amount of time, however, no less than twenty-one (21) days' notice will be given.

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 ordinance, rules, or policies affecting terms or conditions of employment, as the same are defined in Minn. Stat. § 179A.03, subd. 19, 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 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,
INC., LOCAL 309



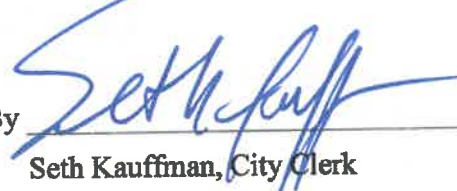


Keith Terlinden

CITY OF ST. CLOUD, MINNESOTA

By 

Dave Kleis, Mayor

By 

Seth Kauffman, City Clerk

EXHIBIT A

SALARY SCHEDULE FOR LELS #309 POLICE LIEUTENANTS

		D	E	F		
	111	5	6	7	8	
January 1, 2023	3%	Annual	113,412	117,948	122,667	130,333
		Monthly	9,451	9,829	10,222	10,861
		Hourly	54.5250	56.7058	58.9745	62.6601

		111	5	6	7	8
January 1, 2024	3%	Annual	116,814	121,487	126,347	134,243
		Monthly	9,735	10,124	10,529	11,187
		Hourly	56.1608	58.4070	60.7437	64.5399

LIEUTENANTS STEP PLACEMENT

- Employees in Step D prior to January 1, 2023 would move to Step 5 of the new proposed salary structure on January 1, 2023.
- Employees in Step E prior to January 1, 2023 would move to Step 6 of the new proposed salary structure on January 1, 2023.
- Employees in Step F prior to January 1, 2023 would move to Step 7 of the new proposed salary structure on January 1, 2023.

*The parties mutually agree that Employee, Jesse Douvier, will move to Step 6 of the new proposed salary structure on January 1, 2023.

On January 1, 2024, employees would move to the next highest step (one step) in the new proposed pay range.

ST CLOUD POLICE DEPARTMENT

EXHIBIT C

BI-ANNUAL UNIFORM INSPECTION

Pursuant to General Order 297

(Due: May 1st and November 1st)

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			
	Rubber Glove Holster			Hip or thigh
	Silent Key Holder			
	Streamlight TRL-1 HL			Serial #:
	Stinger Flashlight LED			Serial #:
	Flashlight Holder (Stinger)			
	Radio APX 8000E w/charger			Serial #: (Typically starts w/ 581...)
	Radio Holder			Plastic or Leather or Both
	Radio Ear Piece			
	Radio Commander Mic			
	Radio Batteries (2)			
	Phone (Number:)			Make: Model:
	Handcuff & key			Serial #: Model :
	Handcuff Case-Duty			
	Handcuff/mag case-plain			
	OC			Serial #: MK3 or MK4 Stream or Cone
	OC Carrier			
	Taser 7 Holster			Hip or thigh
	Taser 7/ 2 cartridges/charger			
	Badges			Badge #
	Hat Badge & band			Silver or Gold
	Name Tags			
	Serving Since Tabs (year)			
	Service Stripes			
	Collar Insignias			Type:
	Whistle			
	Whistle Lanyard			
	Equipment Bag			
	Bloodborne Pathogen Kit			
	Pocket Mask			
	Safety Glasses			
	Traffic Vest			
	PR-24 Holder			
	Form Holder A			
	Pocket Recorder			Serial #:
	Recorder Mic			
	Body Camera (charger, clip)			Serial #:

	USB Flash Drive (4GB)			
	TP9 Telephone Pickup Device			
	Police ID Card			Serial #
	½ mask respirator			Size:
	2 - filters			Color
	Riot Bag			
	Riot Helmet			Size:
	Gas Mask			Size:
	Gas Mask Bag			
	Gas Mask Filter			

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 & Hat cover			
	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.I.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			
	MK3 OC Holder			
	Raid Jacket			
	Binoculars			Serial #:
	Laptop Computer/charging cord			Serial #
	Laptop Computer backpack			
	UV Light			