

LABOR AGREEMENT

BETWEEN

CITY OF FARMINGTON

AND THE

LELS LOCAL #387

POLICE SERGEANTS

JANUARY 1, 2022 - DECEMBER 31, 2024

## TABLE OF CONTENTS

| <u>ARTICLE</u>                                | <u>PAGE</u> |
|---|-------------|
| 1. PURPOSE OF AGREEMENT .....                 | 4           |
| 2. RECOGNITION .....                          | 4           |
| 3. DEFINITIONS .....                          | 4           |
| 4. EMPLOYER SECURITY .....                    | 5           |
| 5. EMPLOYER AUTHORITY.....                    | 5           |
| 6. UNION SECURITY .....                       | 5           |
| 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE..... | 6           |
| 8. SAVINGS CLAUSE .....                       | 8           |
| 9. SENIORITY .....                            | 8           |
| 10. DISCIPLINE.....                           | 9           |
| 11. WORK SCHEDULES.....                       | 9           |
| 12. OVERTIME.....                             | 10          |
| 13. COURT TIME .....                          | 11          |
| 14. CALL BACK TIME .....                      | 11          |
| 15. WORKING OUT OF CLASSIFICATION.....        | 11          |
| 16. INSURANCE.....                            | 12          |
| 17. INJURY ON DUTY .....                      | 12          |
| 18. HOLIDAYS.....                             | 12          |
| 19. FUNERAL LEAVE .....                       | 13          |
| 20. PERSONAL TIME OFF (PTO) .....             | 13          |
| 21. TUITION REFUND .....                      | 14          |
| 22. UNIFORMS.....                             | 15          |
| 23. FALSE ARREST INSURANCE.....               | 15          |

|   |    |
|---|----|
| 24. JURY DUTY .....                               | 15 |
| 25. SCHOOL CONFERENCE AND ACTIVITIES LEAVE.....   | 15 |
| 26. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN..... | 15 |
| 27. WAIVER .....                                  | 15 |
| 28. DURATION.....                                 | 16 |
| APPENDIX A.....                                   | 17 |
| 2022 WAGE SCHEDULE .....                          | 18 |
| 2023 WAGE SCHEDULE .....                          | 18 |
| 2024 WAGE SCHEDULE.....                           | 18 |

**MASTER LABOR AGREEMENT  
BETWEEN  
CITY OF FARMINGTON  
AND  
Law Enforcement Labor Services (LELS), LOCAL 397 Police Sergeants Unit**

**ARTICLE I - PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the CITY OF FARMINGTON, hereinafter called the EMPLOYER, and Law Enforcement Labor Services (LELS) Sergeants Unit, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
- 1.2 Place in written form the parties' agreement upon the terms and conditions of employment contained herein for the duration of this AGREEMENT.

**ARTICLE II - RECOGNITION**

- 2.1 The employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all police personnel in the following job classifications.

**POLICE SERGEANTS**

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III - DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services (LELS) Sergeants Unit.
- 3.2 UNION MEMBER: A Member of the exclusively recognized bargaining unit.
- 3.3 DEPARTMENT: The Farmington Police Department
- 3.4 EMPLOYER: The City of Farmington
- 3.5 CHIEF: The Chief of the Farmington Police Department.
- 3.6 UNION OFFICER: Officer elected or appointed by the Farmington Police Sergeants Union.

- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 MEAL TIME: If a Sergeant works or is on standby during meal time, he/she shall be paid.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

#### **ARTICLE IV - EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the EMPLOYER.

#### **ARTICLE V - EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set annual budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this AGREEMENT.
- 5.2 Any term or condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

#### **ARTICLE VI - UNION SECURITY**

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the positions of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

## **ARTICLE VII - EMPLOYER RIGHTS - GRIEVANCE PROCEDURE**

### **7.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

### **7.2 UNION REPRESENTATIVES**

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by Section 7.2 of this AGREEMENT.

### **7.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

### **7.4 PROCEDURE**

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

- Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be

appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

- Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 Representative. The EMPLOYER-designated Step 2 Representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 Representative. The EMPLOYER designated Representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated Representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with rules established by the Bureau of Mediation Services.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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 binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be

responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

#### 7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

#### 7.7 ELECTION OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

With respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

### **ARTICLE VIII - SAVINGS CLAUSE**

This AGREEMENT is subject to laws of the United States and the State of Minnesota. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

### **ARTICLE IX - SENORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or re-hired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER



An employee who is promoted from the patrol division to the rank of sergeant may return to their previous position without loss of seniority. This provision applies whether the employee is demoted or voluntarily returns to the patrol division.

- 9.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have the opportunity to return to work within two years of the time of his/her layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after 18 months of continuous, full-time employment. A shift bidding notice will be posted annually. An employee's right to shift preference is restricted to shift times only. No preference shall be given to specific assignments within a given shift. Nothing in this clause shall restrict the right of the employer to make temporary changes in shifts to accommodate emergencies or the use of paid leave.
- 9.6 Vacation periods to a maximum of two (2) weeks shall be selected on the basis of seniority until March 15<sup>th</sup> of each calendar year.

#### **ARTICLE X- DISCIPLINE**

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
  - a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

#### **ARTICLE XI - WORK SCHEDULES**

- 11.1 The normal work year is two thousand and eighty (2080) hours to be accounted for by each employee through:
  - a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time

11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

11.3 The EMPLOYER shall provide time up to one (1) hour for exercise/physical fitness during a shift providing there is adequate coverage, and subject to supervisor approval. This time includes being dressed and ready for duty within one hour time frame.

11.4 Shift Differential - Sergeants will receive a shift differential of \$0.50 per hour when at least half the shift is working between the hours of 17:00 and 6:00. This would only be available for those bidding the regular shift (including sick and vacation leave) and not for employees being held over or for voluntarily taking an overtime shift.

## **ARTICLE XII - OVERTIME**

12.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.

12.2 Overtime will be distributed as equally as practicable.

12.3 Overtime refused by employees will be recorded for purposes under Article 12.2 and be considered unpaid overtime worked.

12.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

12.5 Overtime will be calculated to the nearest fifteen (15) minutes.

12.6 Employees have the obligation to work overtime or call back is requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

12.7 FLSA non-exempt employees who work in excess of the regular forty (40) hour work week may be granted compensatory time in lieu of overtime pay subject to the approval of the Police Chief or his designee. Compensatory time shall be at the rate of one and one-half (1½) times the hours worked in excess of the regular work week. The maximum total accrued compensatory time shall not exceed eighty (80) hours per employee in any calendar year.

Employees shall not accrue any additional compensatory time during that calendar year if it results in their accruing more than eighty (80) hours for that calendar year.

12.8 Employees may elect to cash out their compensatory time balance at the end of each year. Employees must notify Human Resources by November 1st of each year regarding their preference with regards to compensatory time. If Human Resources is not notified, compensatory time will be paid out in accordance with this article.

For those employees receiving a cash payout, any compensatory time not used by December 1st of each year will be paid on the second pay period in December.

Additionally, for employees receiving the payout, any overtime earned in December will be paid out as overtime not compensatory time.

Employees may also choose to roll over up to a maximum of 40 hours of compensatory time into the following year. If the employee chooses to do so, those hours when used, will be paid out at the hourly rate that was in effect at the end of the year in which it was earned. Employees may begin to accumulate compensatory time beginning with the first full pay period in January.

#### **ARTICLE XIII - COURT TIME**

An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. However, when court is canceled and notice is not given before the end of the previous business day, the employee will receive one (1) hour of pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three-hour minimum.

Any employee whose employment has been terminated shall be paid straight time equal to the employee's pre-termination rate of pay for any court time after the date of termination.

#### **ARTICLE XIV - CALL BACK TIME**

14.1 An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hour's pay at one and half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

14.2 An employee who is called to duty on these holidays: Thanksgiving Day, Christmas day and the Fourth of July, shall receive a minimum of two (2) hours of pay at two (2) times the employee's base pay rate.

#### **ARTICLE XV - WORKING OUT OF CLASSIFICATION**

15.1 Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification for forty (40) consecutive working hours or more shall receive the salary schedule of the higher classification.

15.2 Field Training Officer Pay-If there is a departmental need to assign Sergeants to field training officer duties, designated Sergeants shall receive either two (2) hours of compensatory time or three (3) hours at straight time per shift as requested by the employee. If compensatory time exceeds one percent (1%) of the total departmental budget, then it is at the Chiefs discretion to determine whether the employee receives compensatory time or straight time pay.

## **ARTICLE XVI - INSURANCE**

- 16.1 Effective January 1, 2022, and each January thereafter, the EMPLOYER'S contribution for each tier shall be the contribution for the previous year increased or decreased by an amount equal to fifty percent (50%) of the increase or decrease to the HDHP 2800/5600 with HSA health insurance plan. The employee will pay any excess of the monthly amount contributed by the employer through payroll deduction.

For 2022, the EMPLOYER monthly contribution for the HDHP 2800/5600 with HSA will be:

|   |        |
|---|--------|
| Single  | \$965  |
| Employee + Spouse   | \$1130 |
| Employee+ Children  | \$1025 |
| Family  | \$1310 |
| *Contributions vary based on each plan and network selected |        |

- 16.2 The EMPLOYER shall provide a \$50,000 term life insurance policy for each employee.
- 16.3 The EMPLOYER shall provide long-term disability insurance to its employees.

## **ARTICLE XVII - INJURY ON DUTY**

- 17.1 Employees injured during the performance of their duties and thereby rendered unable to work will be paid the difference between the employee's regular pay and the Worker's Compensation insurance payments for a period not to exceed four hundred and eighty (480) work hours per injury not charged to the employee's vacation, sick leave, or other accumulated benefits after forty (40) working hours initial waiting period per injury. The forty (40) hours waiting period shall be charged to the employee's sick leave account less any Worker's Compensation insurance premiums.
- 17.2 An employee shall not receive more than the employee's normal take home pay as a result of any City pay supplement to Worker's Compensation benefits.

## **ARTICLE XVIII - HOLIDAYS**

- 18.1 Employees shall receive eighty-eight (88) hours pay in lieu of holidays. Said payment is calculated on the employee's base rate of pay including longevity and shall be made by separate check on or before December 15<sup>th</sup>.
- 18.2 In addition to the above eighty-eight (88) hours, employees shall be paid time and one half (1½) for all hours worked on any of the below designated holidays:

|                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Veteran's Day                     |
| Martin Luther King Day | Thanksgiving Day                  |
| President's Day        | The Friday following Thanksgiving |

Memorial Day  
Independence Day  
Labor Day

Christmas Eve Day  
Christmas Day

Employees shall receive three (3) floating holidays to be used on a day of their choice with approval from their supervisor. Each floating holiday must be taken before the last pay period begins in December and will cover up to one shift up to a maximum of ten (10) hours.

#### **ARTICLE XIX-FUNERAL LEAVE**

- 19.1 The EMPLOYER will approve leave with pay in cases of death in the immediate family. For regular, full-time employees such leave shall be limited to a maximum of three work shifts within a calendar year. In the event of another death of a family member in the same year, a request may be submitted to the Chief and the Chief may approve additional leave if deemed appropriate.
- 19.2 The term "immediate family" as referred to in this Article shall include the parents, siblings, spouse, children, grandchildren, and grandparents of the employee or the employee's spouse.
- 19.3 The employee is required to provide notice of Funeral Leave as soon as possible and must keep his/her supervisor informed of the approximate date of the employee's return to work.

#### **ARTICLE XX - PERSONAL TIME OFF (PTO)**

- 20.1 Employees would be limited to carrying over a maximum of 760 hours of PTO from year to year. Employees may accrue over the maximum amount during the year until December 1. On December 1, any hours in excess of 760 shall be forfeited.
- 20.2 Employees shall earn PTO at the following rates according to their years of service:
- |                |                            |             |
|----------------|----------------------------|-------------|
| 0-5 years      | 5.38 hours per pay period  | (140 hours) |
| After 5 years  | 7.31 hours per pay period  | (190 hours) |
| After 10 years | 9.61 hours per pay period  | (250 hours) |
| After 15 years | 11.54 hours per pay period | (300 hours) |
- 20.3 Newly hired Sergeants hired after January 1, 2015. An employee's current vacation accrual balance would convert over to PTO at a rate of one hour for one hour (even exchange).
- 20.3 Sixty-five percent of an employee's sick leave accrual balance would be converted to PTO.
- 20.4 Personal leave time (PTO), up to the maximum of 760 hours should be paid out as follows upon retirement or resignation provided the employee is in good standing with the City.

|                                  |      |
|----------------------------------|------|
| Less than 10 years of employment | 50%  |
| 10 years of employment and up    | 100% |

- 20.5 Effective January 2022, employees who have at least 100 hours of PTO, will have the ability to cash out up to 40 hours of their PTO accruals per year. Each employee must notify Human Resources with a completed form before May 15<sup>th</sup>. The payout will be on the first payroll in June each year. Additionally, this payout will be subject to all taxes.

## **ARTICLE XXI - TUITION REFUND**

The City of Farmington encourages its regular full-time employees to enroll in job related educational programs and may provide support through tuition reimbursement. The City will reimburse a regular-full-time employee for the cost of tuition (subject to budgetary considerations) upon satisfactory completion of the course. The amount of the reimbursement is dependent on the grade received by the employee. Reimbursement will be as follows:

| <u>Grade Received</u> | <u>Reimbursement</u> |
|-----------------------|----------------------|
| A                     | 100%                 |
| B                     | 85%                  |
| C                     | 50%                  |

There is no reimbursement for any grade below a "C". Tuition reimbursement does not include reimbursement for textbooks or study materials.

### **Requirements**

In order to qualify for reimbursement, the following conditions must be met:

- The class must be job related.
- The class must be taken from accredited institutions of higher learning or vocational-technical schools.
- The class must be approved in writing by the supervisor and department director prior to enrollment.
- The employee must receive a passing grade (C or equivalent) in order to receive reimbursement.
- After the class has been completed, the employee must supply a photocopy of the grade sheet and the original receipt for tuition.

### **Degree Programs**

If the employee has declared they are pursuing a job-related degree, the City may provide financial support for any course required in the program. Should the employee fail to obtain the degree, all non-job-related courses shall be reimbursed to the City.

If an individual terminates employment with the city within six months of receiving tuition reimbursement, the employee must pay back the amount of the reimbursement for all courses.

### **Procedures**

- 1) Receive written approval from the Department Director.
- 2) Take and pass the class.
- 3) Submit all approved paperwork to Human Resources for processing.

## **ARTICLE XXII - UNIFORMS**

Effective January 1, 2022, the Employer will provide a clothing allowance equal to the sum of \$850 for 2022, 2023 and 2024. The Chief of Police shall have the final say on any purchases made by a sergeant. The City shall also provide a list of uniform items as a guideline for the sergeants.

Any item purchased that is suitable for taking the place of regular clothing is considered taxable income to the sergeant as outlined in IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits.

## **ARTICLE XXIII - FALSE ARREST INSURANCE**

24.1 The EMPLOYER shall provide false arrest insurance for all employees.

24.2 The EMPLOYER provides legal representation for the Sergeants provided there is not any misconduct on the part of the Sergeants. However, if the EMPLOYER decided to make a settlement and the Sergeants did not want to settle, the Sergeants would then have to hire their own representation.

## **ARTICLE XXIV - JURY DUTY**

Employees called for jury duty shall receive their regular compensation and fringe benefits. Pay received for jury duty must be given to the EMPLOYER. Pay for expenses may be kept by the employee.

## **ARTICLE XXV- SCHOOL CONFERENCE AND ACTIVITIES LEAVE**

The EMPLOYER shall grant unpaid school conference and activities leave in accordance with applicable Minnesota Statutes and federal law.

## **ARTICLE XXVI POST EMPLOYMENT HEALTH CARE SAVINGS PLAN**

All employees of this bargaining group shall contribute to the Post-Retirement Health Savings Plan(HCSP) with the following contribution: \$50.00 per pay period. The Post-Retirement Health Savings Plan is garnered by the Minnesota State Retirement System (MSRS).

## **ARTICLE XXVII - WAIVER**

27.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with

respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

#### **ARTICLE XXVIII - DURATION**

This AGREEMENT shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this  
7<sup>th</sup> day of February 2022.

For the EMPLOYER



For the UNION







## APPENDIX A

- 1) 2022 Wages (see attachment): An annual adjustment of two-point seven five percent (2.75%) effective January 1, 2022.

2023 Wages (see attachment): An annual adjustment of three percent (3.0%) effective January 1, 2023.

2024 Wages (see attachment): An annual adjustment of three percent (3.0%) effective January 1, 2024.

### 2) LONGEVITY PAY

Longevity pay is based on years of service with the Department and is a percentage of base pay. Longevity pay shall be as follows:

|                                 |    |
|---------------------------------|----|
| After 4 years through 8 years   | 3% |
| After 8 years through 12 years  | 5% |
| After 12 years through 16 years | 7% |
| After 16 years and thereafter   | 9% |

### 3) SPECIALTY PAY

The position of Investigative Sergeant shall qualify for specialty pay in the amount of \$250 per month.

## WAGE SCHEDULE

|                        |               | Annual Wage   | Monthly Wage | Hourly Rate | Overtime Rate |
|------------------------|---------------|---------------|--------------|-------------|---------------|
| <b>January 1, 2022</b> | Start         | \$ 92,976.00  | \$ 7,748.00  | \$ 44.70    | \$ 67.05      |
|                        | After 1 year  | \$ 97,406.40  | \$ 8,117.20  | \$ 46.83    | \$ 70.25      |
|                        | After 2 years | \$ 101,857.60 | \$ 8,488.13  | \$ 48.97    | \$ 73.46      |
|                        | After 3 years | \$ 107,328.00 | \$ 8,944.00  | \$ 51.60    | \$ 77.40      |
| <b>January 1, 2023</b> | Start         | \$ 95,763.20  | \$ 7,980.27  | \$ 46.04    | \$ 69.06      |
|                        | After 1 year  | \$ 100,318.40 | \$ 8,359.87  | \$ 48.23    | \$ 72.35      |
|                        | After 2 years | \$ 104,915.20 | \$ 8,742.93  | \$ 50.44    | \$ 75.66      |
|                        | After 3 years | \$ 110,552.00 | \$ 9,212.67  | \$ 53.15    | \$ 79.73      |
| <b>January 1, 2024</b> | Start         | \$ 98,633.60  | \$ 8,219.47  | \$ 47.42    | \$ 71.13      |
|                        | After 1 year  | \$ 103,334.40 | \$ 8,611.20  | \$ 49.68    | \$ 74.52      |
|                        | After 2 years | \$ 108,056.00 | \$ 9,004.67  | \$ 51.95    | \$ 77.93      |
|                        | After 3 years | \$ 113,859.20 | \$ 9,488.27  | \$ 54.74    | \$ 82.11      |