

MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF ELK RIVER
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL 231)

Effective January 1, 2023, through December 31, 2025

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ARTICLE 1. PURPOSE OF INTENT

This Agreement is entered into as of January 1, 2023, between the City of Elk River, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (LELS), 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; and,
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes 179A.03, Subdivision 8, for all regular full time police personnel in the following job classification:

Police Officer
- 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 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (LELS) Local No. 231.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Elk River Police Department
- 3.5 EMPLOYER: The City of Elk River
- 3.6 CHIEF: The Chief of the City of Elk River Police Department
- 3.7 UNION STEWARD: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local No. 231).
- 3.8 DETECTIVE: A regular full time Employee specifically assigned or classified by the Employer to the job classification and/or job position of Adult Detective, Juvenile Detective, or Drug Task Force Detective.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's Scheduled Shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including Rest Breaks and a Lunch Break.
- 3.11 REST BREAKS: Periods during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A period during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.

- 3.14 COMPENSATORY TIME: Time off a regularly Scheduled Shift with pay in lieu of Overtime pay, taken with prior approval of the Employer.
- 3.15 PROBATIONARY PERIOD: That period of time from date of hire until an Employee is certified as a regular full time Employee as per the following:
- a. Police Officer: Twelve (12) months from date of hire.
 - b. Promotion: Six (6) months from the date of promotion.
- 3.16 OFFICER IN CHARGE: Employee who handles lead officer duties in the absence of a supervisor outside of this bargaining unit.

ARTICLE 4. EMPLOYER SECURITY

The Employer has and will continue to retain, whether exercised or not, the sole and unrestricted right to operate and manage its affairs in all respects and to perform any inherent managerial function not specifically limited by the express provisions of this Agreement. The rights of the Employer, through its management official, shall include but not be limited to the following: The right to operate and manage all manpower and facilities and equipment, to set and amend budgets, to establish and modify the organizational structure, to determine the purpose or mission of the organization in each of its departments or units, to establish functions and programs, to introduce new or improved methods of work and to determine the utilization of technology, to exercise control and discretion over the organization and the efficiency, economy, and productivity of operations, to set standards for work services to the public, to change or eliminate the existing work schedules, to assign work, overtime, leave time, and schedule working hours, to hire, examine, classify, promote, train, transfer, assign and schedule Employees in positions with the Employer, to suspend, demote, discharge or take other disciplinary action against the Employees for just cause, to increase, reduce, change, modify or alter the composition and size of the work force, to lay off Employees, to reallocate positions to higher or lower classifications, to determine locations, methods, means and numbers of personnel by which operations are to be conducted, to establish, modify, combine or abolish job classifications, to determine whether goods and services are to be provided or purchased, and to direct the Employees.

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 5. UNION SECURITY

- 5.1 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 directly to the Union monthly.
- 5.2. The Union may designate Employees from the bargaining unit to act as a Union Steward and an alternate. The Union shall inform the Employer, in writing, of such choice and changes in the position of Steward and/or alternate.
- 5.3 The Employer shall make space available on the employee's bulletin board for posting Union notice(s) and announcement(s).
- 5.4 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 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 Union Stewards: The Employer will recognize Union Stewards 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 Stewards and of their successors when so designated as provided by Section 5.2 of this Agreement.
- 6.3 Processing of Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievance, as hereinafter provided, is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Steward 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 Steward have notified and received the prior 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.
- 6.4 Procedure: Grievances, as defined by Section 6.1 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 fourteen (14) 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 representatives' final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within twenty-one (21) 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 may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 4 answer. If

the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

6.5 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 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 any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievances as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 7. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Elk River. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provision 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.

ARTICLE 8. SENIORITY

- 8.1 Seniority shall be determined by the regular full time 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.
- 8.2 During the Probationary Period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the Probationary Period, a promoted or reassigned regular full time Employee may be replaced in the Employee's previous position at the sole discretion of the Employer.

- 8.3 A reduction of the work force will be accomplished on the basis of seniority. Regular full time Employees shall be recalled from layoff on the basis of seniority. A qualified regular full time Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new Employee is hired.
- 8.4 Senior regular full time Employees will be given preference with regard to transfer, job classification, assignments and promotions when the job-relevant qualifications of Employees are equal.
- 8.5 Two continuous vacation periods shall be selected on the basis of seniority until April 1 of each calendar year.

ARTICLE 9. DISCIPLINE

- 9.1 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.
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union Steward present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 6.

ARTICLE 10. CONSTITUTIONAL PROTECTION

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

ARTICLE 11. WORK SCHEDULES

- 11.1 The normal work year for regular full time Employees 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; or,
 - d. authorized leave time.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of the minimum or maximum number of hours the Employer may assign Employees.

- 11.3 Any change of an Employee's schedule made by the Employer with less than a 24-hour notice shall result in the payment at the rate of time and one half the Employee's base rate of pay for all hours worked during the scheduled change. Change in shifts initiated by the Employee, special detail, special projects, and other non-regular shifts do not qualify for this provision.

ARTICLE 12. 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, for record purposes under Article 12.2, be considered as 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 backs as requested by the Employer unless unusual circumstances prevent the employee from so working. The minimum call back will be two hours.

ARTICLE 13. COURT TIME

A regular full time Employee who is required to appear in Court during the Employee's 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. An extension or early report to a regularly Scheduled Shift does not qualify the regular full time Employee for the three (3) hour minimum. An Employee who works a night shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 2:00 p.m. that same day. An Employee who works a power shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base pay rate if the Employee is required to appear in court prior to 10:00 a.m. that same day.

If court is cancelled with less than 24-hours' notice the regular full time Employee is eligible for a minimum payment of one and one-half hours (1 ½) of pay. Under no circumstances will the regular full time Employee be eligible to receive both the one and one-half hours (1 ½) court cancellation pay outlined in this paragraph and the three (3) hours' pay rate for court appearances as outlined in the preceding paragraph. The Employee maintains the ultimate responsibility for case schedule.

A regular, full-time Employee subpoenaed or scheduled to appear in court as the result of a law enforcement event relating to a previous law enforcement employer shall, upon twenty-four (24) hours' notice, be switched to an administrative shift for the period expected to attend court. The Employee shall return to his/her previous shift schedule upon conclusion of the court's requirements.

ARTICLE 14. INSURANCE

See Appendix A.

ARTICLE 15. STANDBY PAY

Regular full time Employees required by the Employer to standby shall be paid for such standby time at the rate of one-half (½) hours' pay for each hour on standby.

ARTICLE 16. UNIFORMS

Regular full time Employees will be credited with an annual uniform allowance account to be used on a voucher system basis.

The annual uniform allowance amount will be as follows:

New officers will receive equipment and uniforms from the department as identified in Appendix B.

Year 2 - No allowance (Year 2 begins on January 1 following the date of hire.) Employees hired in 2020 will receive a \$900.00 allowance for 2021.

Year 3 - \$900.00

Year 4 and 5 - \$750.00

Years 6 through 10 - \$700.00

Years 11 through 15 - \$650.00

Years 16 through 20 - \$600.00

Years 21 through 25 - \$550.00

Years 26 through Retirement - \$500.00

The city will work with the vendor to find an average annual percentage increase for the following benchmarked uniform items and increase the allowance as such:

Pant
Long Sleeve Shirt
Short Sleeve Shirt
Duty Boots

With receipts provided, Adult Detectives shall receive reimbursement of up to \$700.00 for the purchase of civilian dress clothes. Juvenile Detectives and Drug Task Force Detective shall follow the schedule above and may purchase civilian clothes, for reimbursement with receipts, or uniform items.

All items to be charged to the Employer by the regular full time Employee on the voucher system basis must receive prior approval of the Police Chief.

The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

Uniforms for regular full time Employees damaged beyond reasonable repair in the line of duty shall be replaced by the Employer, subject to reasonable depreciation calculated by the Employer.

An Employee who has submitted a notice either verbally or in writing to terminate employment shall no longer be allowed to purchase uniforms under this section and no reimbursement shall be made for any purchases after the verbal or written notification, whichever comes earlier, of intent to terminate has been received.

An Employee who fails to successfully complete field training shall return all equipment and uniforms purchased under this section to the Police Chief before leaving employment. Items not returned as required by this policy will be deducted from the Employee's last paycheck. All such deductions will be based on the purchase price of the equipment not returned.

Any new or additional items mandated by the city shall be purchased by the city. Any additional items desired by Employees, but not included in Appendix B, shall be purchased from the employee allowance.

The city will develop a Load Bearing Vest program and fund Load Bearing Vests and replacement.

ARTICLE 17. INJURY ON DUTY

Regular full time Employees injured during the performance of their duties for the Employer shall be paid the difference between the full time Employee's regular pay and worker's compensation insurance payments for a period not to exceed forty-five (45) working days per injury, not charged to the regular full time employee's vacation, sick leave or other accumulated leave time, for full shifts off work due to injury, in addition to any partial shifts off of work on the initial day of injury, and after three (3) working days initial waiting period per injury. The three (3) working day waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments.

ARTICLE 18. SICK LEAVE

18.1 Regular full time Employees shall accrue at the rate of twelve (12) days of sick leave per year, with no maximum accrual limit.

Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.

If Employee is under 960 accrued sick hours they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in Employee's sick leave bank. ie: If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checked the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.

For the purpose of implementing this plan in 2021, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward, not retroactively to January 1, 2021.

18.2 A regular full time Employee shall notify the Employer before the start of the Scheduled Shift or as soon as possible thereafter of his/her inability to report for duty. The Employer may require of regular full time Employees proof of illness for any use of sick leave. In cases of extended illness, regular full time Employees shall notify the Employer of their status in regard to his/her return to duty weekly.

Eligible Employees may use sick time for the following reasons:

- a. Personal illness or injury or in order to attend medical appointments (i.e. doctors, dentists);
- b. To care for sick family members;
- c. To take family members to medical appointments (i.e., doctor, dentists);
- d. Reasonable period of time not to exceed 160 hours per year for illness or injury to the employee's family member; and,
- e. If the 160 hours identified in 18.2(d) above is exhausted, up to five (5) days in any calendar month to care for seriously ill family members who may not live with the employee. For

purposes of this provision, “seriously ill” shall be determined at the sole discretion of the city administrator.

For the purpose of this section, family member is defined as the employee’s stepchild, biological, adopted or foster child, adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent. Sick leave use for the employee’s adult children, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent is limited to 160 hours (combined) in a 12-month period. The 12 months begins on the first day the employee uses leave for this purpose. Stepchild, biological, adopted or foster child not subject to the 160 hours limit must be under 18 years of age or under 20 years of age if still attending secondary school.

- 18.3 An Employee resigning his/her employment with the City may be eligible for a cash out of unused sick leave if all of the following conditions are met:
1. The Employee must resign in good standing (Employee is not being terminated by the City); and
 2. The Employee must provide proper written notice of his/her resignation at least fourteen (14) calendar days in advance and in accordance with the City Resignation Policy; and
 3. The Employee must execute a release of claims.

Payment shall be based on the consecutive years of service completed by the Employee and his/her accrued sick leave balance.

An Employee terminating after completing five (5) years of consecutive service will receive payment as outlined below. Payment shall be at the current rate of pay when the resignation is submitted.

5-9 consecutive years of service	40% of up to 960 hours
10 or more consecutive years of service	50% of hours up to 960 hours

For Employees with 15 or more years of service and retiring at age 50 or older from regular, fulltime POST qualified police work:

15-19 consecutive years of service	60% of up to 960 hours
20-24 consecutive years of service	65% of up to 960 hours
25-29 consecutive years of service	70% of up to 960 hours
30-32 consecutive years of service	75% of up to 960 hours
33 or more consecutive years of service	80% of up to 960 hours

Fifty percent (50%) of the severance will be paid in accordance with the timeline outlined in the release of claims. The remaining severance will be paid approximately 90 days following termination provided the Employee does not return to active policing.

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

- 18.4 In the event of an Employee death, payment of this benefit consistent with this Article may be approved by the city administrator if the Employee would have been eligible for cash payment under item 18.3.

ARTICLE 19. BEREAVEMENT LEAVE

Regular full-time and regular part-time Employees working a minimum of 1040 hours per year are permitted a paid Bereavement leave for the purpose of making arrangements, attending the funeral, caring for deceased’s survivors, gathering with relatives, and/or to otherwise grieve the loss when a death occurs

in their family. Bereavement leave is prorated for eligible regular part-time Employees according to the number of hours worked. Leave with pay is limited to the following:

Up to five (5) days Husband, Wife, Mother, Father, Son, Daughter, Brother, Sister, Stepmother, Stepfather, Stepson, Stepdaughter, Stepbrother, Stepsister

Up to three (3) days Son-In-Law, Daughter-In-Law, Mother-In-Law, Father-In-Law, Grandparent, Grandchild

One (1) day Employee's Aunt, Uncle, Cousin, Niece, Nephew, Sister-In-Law, Brother-In-Law, Godchild, Grandparents-In-Law

Days off shall be concurrent. If there is a need for days that are not concurrent, those days shall be arranged with your supervisor and approved by human resources or the city administrator.

Additional time off for bereavement leave may be granted and charged to vacation leave or Compensatory Time, if any.

Additional bereavement leave may be granted by the City Administrator at his/her discretion for extraordinary situations.

ARTICLE 20. VACATION

20.1 Vacation leave is accrued based on consecutive years of leave-eligible service. To determine an Employee's vacation accrual rate, years of service will include all continuous time the employee has worked for the City in a position that is eligible for paid leave (including authorized unpaid leave) or, for employees hired after January 1, 2023, as a fulltime peace officer in another organization.

Regular full time Employees shall accrue paid vacation leave based on the schedule below. Employees hired before December 31, 2022, may carry more than 240 hours of vacation leave during a year but may not carry more than 240 hours forward to the next calendar year.

Non-lateral hired Employees hired after January 1, 2023, shall accrue 120 working hours per year at the start of eligible employment through the completion of their ninth (9th) year. They may carry more than 120 hours of vacation leave during a year but may not carry more than their annual accrual amount forward to the next calendar year.

Employees with fewer than eight (8) years of service as of January 1, 2023, may receive the new accrual rate provided they accept and acknowledge the reduced annual carryover rate being equal to their annual accrual rate. The request and acknowledgement shall be in writing. Employees will have until February 25, 2023, to make this election. Vacation balances over their annual accrual rate must be used by December 31, 2023.

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year
Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year

Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

Vacation leave requires supervisor approval. The city will make every effort to grant vacation time as requested but reserves the right to deny or approve vacation schedules.

20.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

20.3 Lateral Hires

Employees hired laterally from another department shall receive the following benefits in addition to the normal accrual outlined in this contract:

1. 96 hours of sick leave on day one
2. 120 hours of vacation leave on day one

Employees will not accrue additional vacation or sick time during their first year of employment. Unless approved at the time of hire, Employees shall not use vacation time until they have completed field training. At the beginning of the Employee's second year, they will be placed into the vacation plan at the years of service rate commensurate to the Employee's fulltime peace officer years of service.

If the Employee leaves employment with the City before the end of year one, vacation leave and sick leave will be prorated for the year. If the Employee has used more vacation or sick leave than they would have earned, the over spent leave time will be paid back on Employee's final paycheck.

Employees hired before January 1, 2023, who had prior full-time peace officer experience may move to the vacation accrual step commensurate to their total years of full-time police officer experience provided they accept the reduced annual carry over amount of 200 hours. This irrevocable election shall be made in writing by February 25, 2023.

ARTICLE 21. HOLIDAYS

Regular full time Employees shall be entitled to eleven (11) days pay or eleven (11) days time off work with pay, at eight (8) hours per day, in lieu of holiday pay or designated holidays off work, on a pro-rated basis for each month or major fraction thereof worked with the Employer. Employees scheduled to work on the following holidays will receive an additional one-half (1/2) times pay for each hour worked:

- | | |
|------------------------|--------------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | The day after Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | |

Regular full time Employees who leave the employment of the Employer under honorable conditions shall be paid holiday time earned on a pro-rated basis for the months of service worked in that calendar year. Regular full time Employees leaving the employment of the Employer during a calendar year who have utilized more holiday time than would be earned on a pro-rated basis will be required to reimburse the Employer for time taken and not earned. Payment in lieu of holiday time off of work, or days off of work in lieu of holidays will be on the basis of straight time. Payment of unused holiday time shall be made by the Employer to Employees each calendar year between December 1st and December 15th.

If the city adds observed holidays to the non-union holidays for the duration of this contract (1/1/23 to 12/31/25) those holidays will be added to this contract.

ARTICLE 22. DETECTIVE ON-CALL

Detectives shall be assigned on-call duty on a weekly basis by the Police Chief. Detectives will not be regularly scheduled to work the above referenced eleven (11) holidays and will receive eight (8) hours regular pay for each designated holiday.

Detectives assigned on-call duty by management at a time other than their weekly rotation shall be compensated one hour of compensatory time for each day on-call. Changes made between Employees do not qualify for the one hour compensatory time.

ARTICLE 23. FALSE ARREST INSURANCE

The Employer agrees to provide and pay the premiums due thereon for False Arrest Insurance to cover the Employees required to have this coverage.

ARTICLE 24. MILEAGE ALLOWANCE

The Employer agrees to reimburse any Employee required to use his/her own auto per the mileage allowance policy in effect for all city employees.

ARTICLE 25. COMPENSATORY TIME PROVISIONS

Regular full time Employees may be allowed to accumulate either Overtime worked at the rate provided for in Article 12 or Compensatory Time at the rate of one and one-half (1½) times the excess hours worked. Employees may use Compensatory Time off duty with pay, subject to prior approval of the Employer. Employees may cash out accrued but unused Compensatory Time during a regular pay period in the month of June of each year. The City Administrator may approve Compensatory Time to be cashed out during a regular pay period at other times during the year due to unforeseen, extenuating

circumstances. Compensatory Time in excess of forty (40) hours accumulated but not used as time off with pay shall be paid by the Employer between December 1st and December 31st of each calendar year. Not more than forty (40) hours of Compensatory Time shall be carried from one calendar year to the next.

All hours reimbursed by a third party are not subject to the above Compensatory Time provisions. All hours paid to an Employee that are invoiced to or reimbursed by a third party will be paid to the Employee and shall not be banked as Compensatory Time. A third party is defined as any person or organization contracting formally or informally with the City for police services that is invoiced for or pays the City for such services. Services provided to ISD 728 for athletic and other customary events are not considered third party. ISD 728 events that are special or one-time events are considered third party. Hours charged to grants shall be dictated by the terms of the grant.

ARTICLE 26. WAGES

See Appendix A.

ARTICLE 27. WAGE INCENTIVE PROGRAM

See Appendix A.

ARTICLE 28. P.O.S.T. LICENSURE

See Appendix A.

ARTICLE 29. WAIVER

Any and all prior agreements, resolutions, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this Agreement, even though such terms and/or conditions may have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.


ARTICLE 30. DURATION

This Agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2025.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 6 day of February, 2023.

FOR THE CITY OF ELK RIVER


FOR LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 231



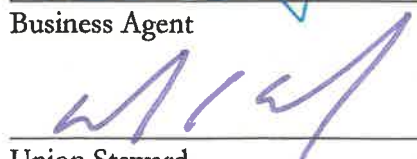
John Dietz, Mayor



Business Agent



Tina Allard, City Clerk



Union Steward

APPENDIX A

A.1 Regular Full Time Police Officer/Wage Rates - 1/1/23 – 12/31/25

The wage rates listed below shall be used for purposes of calculating Overtime, holiday pay, incentive pay, and other items that rely on a base wage rate.

Regular Full Time Police Officer Wage Rates:

	<u>1/1/23</u>
Step 1	\$ 31.08
Step 2	35.86
Step 3	40.67
Step 4	45.53

Employees move to the next step in the plan following twelve (12) months of continuous employment.

The Employer has discretion, when experience and qualifications indicate, to hire at any pay step deemed appropriate.

Pay steps shall increase based on the following:

June 1, 2023 – Market adjustment to number 3 of peer city contracts applied in 0.25% increments not to exceed 1% retroactive to January 1, 2023.

January 1, 2024 – 3% general wage increase.

June 1, 2024 – Market adjustment to number 3 of peer city contracts applied in 0.25% increments not to exceed 2% retroactive to January 1, 2024.

January 1, 2025 – 3% general wage increase.

June 1, 2025 – Market adjustment to number 3 of peer city contracts applied in 0.25% increments not to exceed 2% retroactive to January 1, 2025.

A.2 Adult Detective, Juvenile Detective, Drug Task Force Detective

Compensation for individuals assigned to duties of the listed positions shall be at the rate of 4.5% above the base rate of pay.

A.3 Insurance Contribution

The Employer agrees to provide a combined payment of wage and insurance benefits to regular full time Employees. For computation of various benefits pursuant to this Agreement, Union Employees will participate in and receive the same insurance benefits as the City's non-union employees.

A.4 Post Employment Health Care Savings Plan

Effective following the signing of this contract, Employees shall contribute to the Post Employment Health Care Savings Plan in the following manner:

Beginning of employment through 5 years – 2% of Employee’s hourly base wage
Years 6 through 10 – 2.5% of Employee’s hourly base wage
Years 11 through 15 – 3% of Employee’s hourly wage
Years 16 through 20 – 3.5% of Employee’s hourly wage
Years 21 and beyond – 4% of Employee’s hourly base wage

Employees will place 100% of their sick leave severance, as paid per item 18.3, into their Post Employment Health Care Savings Plan unless the Employee has opted out of the program which is approved due to a qualified exemption rule: this provision is irrevocable as set forth by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.

Upon the death of an Employee, contributions can no longer be made to the HCSP. Any payments owed but not yet paid into the HCSP will be paid out as regular income in accordance with state and federal law.

A.5 Canine Officer

Regular full time Employees assigned to the duties of the Canine Officer position shall use the last one-half (1/2) hour of the daily work shift for maintenance, grooming, feeding, kennel cleaning, and similar duties related to the general care and wellbeing of the dog. When not scheduled on a work shift, regular full time Employees assigned to the duties of the Canine Officer position shall be compensated for one-half (1/2) hour of overtime for care of the dog.

A.6 Specialty Pay

Employees assigned Field Training Officer duties shall be paid three (3) hours per day while performing FTO duties.

Employees assigned Firearms Instructor or Defensive Tactics Instructor shall be paid three (3) hours per day while performing as an instructor for more than four (4) hours. If performing these duties four (4) or fewer hours, they will receive 1.5 hours of additional pay.

Negotiators and SWAT members shall receive 2.5% above base rate when actively performing the role. This does not include training.

A.7 Wage Incentive Program

A Wage Incentive Program is offered to regular full time Employees who may participate in the program on a voluntary basis. An Employee will earn the following amounts provided that the Employee meets the established guidelines for all the identified categories.

After 1 year – Up to 1% of employee’s wage on the last day of that year
After 4 years - Up to 3% of top patrol
After 8 years - Up to 5% of top patrol
After 12 years - Up to 7% of top patrol
After 16 years - Up to 9% of top patrol
After 20 years - Up to 10% of top patrol

Increases will be effective January 1 following the change in years of service.

A.8 P.O.S.T. Licensure

The Employer shall reimburse employees for the cost of P.O.S.T. License renewal.

A.9 Effective Date

This Agreement (all items contained in Appendix A) shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2025.

A.10 Shift Differential

Employees who work shift hours between 6:00 p.m. and 5:59 a.m. shall be paid a shift differential of 2.5% for each hour actually worked. Special detail, special projects, and other non-regular shifts do not qualify for shift differential.

A.11 Officer In Charge

Officers acting in a lead officer role shall be paid an Officer In Charge differential of \$1.30 for each hour worked in the lead officer role.

APPENDIX B

Required Uniform List

Uniforms		
Item	Description	Quantity
Pant	Class B	5
Shirts (LS)	Class B	5
Shirts (SS)	Class B	5
Winter coat	Cold Weather	1
Soft shell coat	Spring/Fall	1
Winter Gloves	Insulated	1
Duty Boots	Black Leather	1
Shirt(LS)	Class A	1
Pant	Class A	1
Tie	Class A	1
Shoes	Class A	1
Hat	Class A	1
Rain coat	High Visibility	1
Pant	Class C	1
Polo (LS)	Class C	1
Polo (SS)	Class C	1
Undershirt (LS)	Cold Weather	1
Name plate	Class A	1
Equipment		
Duty Belt	Outer	1
Duty Belt	Inner	1
Flashlight	Duty	1
Flashlight holder	Duty	1
Baton ASP 21"	Duty	1
Baton case	Duty	1
Glove holder (medical)	Duty	1
Hush key holder	Duty	1
Squad bag		1
Traffic vest	High Visibility	1
Radio holder	Duty	1
Handcuffs	Duty	1
Handcuff holder	Duty	1
Clipboard		1