

CONTRACT BETWEEN
THE CITY OF WILLMAR
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
2010

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CONTRACT BETWEEN
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LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1: PREAMBLE AND STATEMENT OF PURPOSE

THIS AGREEMENT, made and entered into by and between the City of Willmar, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc. hereinafter referred to as the UNION.

The intent and purpose of this Agreement is to:

- 1.1 Provide an orderly procedure for the resolution and disputes concerning this Agreement's interpretation and/or application;
- 1.2 Set forth herein the full and complete understanding of the parties concerning rates of pay, hours and other conditions of employment for the duration of the Agreement.

ARTICLE 2: DEFINITIONS

- 2.1 EMPLOYEE means a member of the exclusively recognized bargaining unit.
- 2.2 PROBATIONARY EMPLOYEE Employee who has not completed the probationary period.
- 2.3 REGULAR EMPLOYEE Employee who has completed the probationary period.
- 2.4 REGULAR BASE PAY Employee's monthly rate of pay exclusive of any longevity or overtime pay or any other supplemental pay.
- 2.5 EMPLOYER The City of Willmar or its designated representative.
- 2.6 SHIFT A continuous eight (8), ten (10) or twelve (12) hour work period worked by an individual employee on a consistent basis at the direction of the Employer.
- 2.7 EMERGENCY A situation or condition so defined by the Employer.
- 2.8 DEPARTMENT HEAD The Chief of Police or his designated representative.
- 2.9 IMMEDIATE FAMILY For the purposes of determining funeral leave, immediate family shall mean father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister or sister-in-law, brother or brother-in-law, spouse, children of either husband or wife, stepchildren or stepparents, or a member of the employee's own immediate household.
- 2.10 IMMEDIATE FAMILY For the purposes of determining sick leave, immediate family shall mean spouse, children, mother, father, brother, sister, grandmother, grandfather, mother-in-law and father-in-law.

ARTICLE 3: RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Willmar Police Department whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35%) percent of the normal work week, and sixty-seven (67) work days per year, excluding the Chief of Police, Police Captain, Parking Enforcement personnel, clerical employees, confidential employees, and all other City employees.
- 3.2 Should there be any dispute as to a new position established during the life of this Agreement and its inclusion in the bargaining unit, the matter will be referred to the State Bureau of Mediation Services.

ARTICLE 4: UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative of the employees, the Employer shall deduct from employee paychecks the regular monthly dues. The amounts to be so deducted shall be certified to the Employer by the Union and the aggregate deduction of all employees shall be remitted together with an itemized statement of the Treasurer of the Union or his designee.
- 4.2 One employee shall be elected as steward, who shall have the right to process grievances or to participate in negotiations as necessary during normal working hours, if granted by the steward's supervisor. The Union shall inform the Employer in writing of the name of the steward.
- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action or not, taken by the City under the provisions of Subsection 4.1.

ARTICLE 5: EMPLOYER SECURITY

- 5.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, resignations, absenteeism, the willful absence of 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. In the event that any employee violates this Article, the Union shall immediately notify such employee in writing to cease and desist from such action and shall instruct him to immediately return to his normal duties. Any and all employees who violate this Article may be discharged or otherwise disciplined as provided by Civil Service regulations.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the Police Department in all respects in accordance with existing and future laws and regulations of appropriate authorities, including personnel policies, and department work rules. The prerogatives and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, such as, but not limited to: direct employees, hire, promote, transfer, assign, retain employees in positions and suspend, demote, or discharge or take disciplinary action for just cause against employees, relieve employees from duties because of lack of work or other legitimate reasons, maintain the efficiency of the government operations; determine the methods, means, job classifications and personnel by which such operations are to be conducted; take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; determine reasonable schedules of work and establish the methods and processes by which work is performed as provided by Civil Service regulations.
- 6.2 The Employer's non-exercise of any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Employer the express provisions of this Agreement.
- 6.3 The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the Employer.
- 6.4 Employer recognizes that all provisions of this Agreement are subject to the laws of the State of Minnesota, United States of America and City of Willmar.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 DEFINITION OF 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.

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 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 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 No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Union representative and/or steward shall set forth the nature of the grievance, the facts on which it is based, the alleged violation and the relief requested. The department head shall discuss the grievance within five (5) working days with the employee and Union representative and/or steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head, the employee and the Union representative and/or steward. If no settlement is reached, the department head shall give the Employer's written answer to the employee and Union representative and/or steward within five (5) working days following their meeting and shall also forward a copy to the Labor Relations Committee.

Step 2 If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the employee in writing to the Labor Relations Committee within ten (10) working days after

the designated department head's answer in Step 1 is due. A meeting or discussion between the Labor Relations Committee and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Labor Relations Committee, the employee and Union representative and/or steward. If no settlement is reached, the Labor Relations Committee shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and Union shall endeavor to select a mutually-acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Director of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) working days following receipt of the Employer's answer in Step 2. The parties shall alternately strike names from a list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

- 7.5 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 specific time limit or any agreed upon 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 specific time limits, the employee 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, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step, which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.
- 7.6 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. 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 and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing with thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and 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.

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 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.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer's response in Step 2, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of Article 7, the Union and aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through Step 3 of Article 7. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 8: WORK SCHEDULE

- 8.1 The sole authority in establishing work schedules is the Employer. A normal work week shall be an average of forty (40) hours. Unless

working conditions dictate otherwise, and to the extent practical, all uniform patrol officers and patrol sergeants will be assigned to a consistent or regular schedule of five (5) eight (8) hour shifts, or four (4) ten (10) hour shifts or four (4) twelve (12) hour shifts. Additionally, other officers who are directed to work in excess of their regularly scheduled eight (8) or ten (10) hour shift shall receive overtime or compensatory time paid at the rate of one and one-half (1 1/2) their base rate of pay for those extra hours worked.

- 8.2 If the ten (10) or twelve (12) hour shift schedule will result in employees working in excess of one hundred seventy-one (171) hours per twenty-eight (28) day work period, employees shall receive overtime compensation at one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work period. At the discretion of the City, an employee may be directed not to report to work if the hours of work will result in more than a normal average forty (40) hour work week. In lieu of overtime compensation, employees may receive compensatory time off, at time and one-half (1 1/2), at the discretion of the City, for hours worked in excess of one hundred seventy-one (171) hours per twenty-eight (28) day work period.
- 8.3 Employees shall suffer no loss of pay or time because of a shift change.

ARTICLE 9: SICK LEAVE

- 9.1 Sick leave shall be accrued by regular employees at a rate of eight (8) hours per calendar month, up to a maximum of nine hundred sixty (960) hours. After the nine hundred sixty (960) hour maximum sick leave accumulation has been reached, for each day (eight hours) earned per month thereafter, one-half (1/2) day (four hours) shall be credited to a deferred sick leave bank to a maximum of one hundred sixty (160) hours, which can be used only after the original 960 hours are depleted. The 960 hour accrual must be maintained before any credits can be put into the deferred bank.
- 9.2 Sick leave may not be used by employees during the first ninety (90) days of their employment, but it shall accrue from the first date of continuous employment.
- 9.3 Sick leave shall not be considered as a right and may not be used at the employee's discretion. Sick leave may be used only in case of actual illness or injury, legal quarantine, to receive dental or

medical care, or for serious illness in the employee's immediate family, or to augment Workers Compensation. For serious illness in the immediate family, there shall be a maximum of three days paid sick leave permitted for any single occurrence, unless additional leave is approved by the Department Head.

- 9.4 To be eligible for payment of sick leave, the employee will notify the Department two (2) hours prior to the starting time of his/her scheduled shift. The notice may be waived if the employee could not reasonably be expected to comply because of unusual circumstances.
- 9.5 The Employer has the right to verify the reported sickness of an employee and may require a doctor's certificate for absences due to sickness after three days, or in those cases where there appears to be an abuse of sick leave. In all instances, the burden of proof for the use of sick leave rests with the employee.
- 9.6 Sick Leave Benefits Upon Retirement. Effective January 1, 1984, an employee, upon reaching retirement age or upon position abolishment with at least ten (10) years continuous service as an employee of the Employer, shall be granted upon such retirement or position abolishment seventy-five (75%) percent of the employee's accumulated total sick leave. Said sick leave benefits shall not exceed seventy-five (75%) percent of nine hundred and sixty (960) hours and shall be computed at the regular rate of pay in effect at the time of the employee's retirement or position abolishment. The computation of an hourly rate for salaried personnel shall be made on the basis of a forty (40) hour week. In the event an employee with at least ten (10) years continuous service as an employee dies while so employed, his/her heirs at law shall be entitled to an amount equal to seventy-five (75%) percent of accrued sick leave benefits of said employee at the time of employee's death.
- 9.7 Employees retiring during the term of this Agreement may opt to leave accumulated sick leave earnings in a special fund with the Employer. Said fund shall earn interest at a rate of six (6%) percent annually and the remaining principal balance and interest earnings shall be used to pay employee health insurance premiums until such time as the principal balance and any interest earnings are depleted, or at such time as the employee chooses to discontinue the program.
- 9.8 An absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave until workers' compensation is exhausted, or for a maximum of one

(1) year, whichever is less. During this period, the City shall pay to such employee the difference between the employee's salary and the benefits received under the Workers' Compensation Act.

ARTICLE 10: FUNERAL LEAVE

10.1 Regular employees and probationary employees may be allowed up to three (3) days, at the discretion of the Chief of Police, for funeral leave for a death in the immediate family. This leave shall not be deducted from the employee's sick leave account.

ARTICLE 11: VACATION LEAVE

11.1 Regular employees shall be eligible for vacation leave except that no employee shall be allowed to use vacation leave until after the completion of one full year of employment.

11.2 Regular employees shall accrue vacation leave compensated according to the following schedule:

A. From the beginning of continuous employment through five years of continuous employment, each employee shall accrue and be granted vacation at the rate of ten working days (80 hours) per year.

B. From the beginning of the next (6th) year and on through the 20th year, each employee shall accrue and be granted vacation at the rate of one additional day for each year of service to a maximum of 240 hours for 20 years of service according to the following schedule:

5 yrs. - 10 days (80 hrs.)	6.7 hrs. per month
6 yrs. - 11 days (88 hrs.)	7.33 hrs. per month
7 yrs. - 12 days (96 hrs.)	8.0 hrs. per month
8 yrs. - 13 days (104 hrs.)	8.67 hrs. per month
9 yrs. - 14 days (112 hrs.)	9.33 hrs. per month
10 yrs. - 15 days (120 hrs.)	10.00 hrs. per month
11 yrs. - 16 days (128 hrs.)	10.67 hrs. per month
12 yrs. - 17 days (136 hrs.)	11.33 hrs. per month
13 yrs. - 18 days (144 hrs.)	12.00 hrs. per month
14 yrs. - 19 days (152 hrs.)	12.67 hrs. per month
15 yrs. - 20 days (160 hrs.)	13.33 hrs. per month
16 yrs. - 21 days (168 hrs.)	14.00 hrs. per month
17 yrs. - 22 days (176 hrs.)	14.67 hrs. per month
18 yrs. - 23 days (184 hrs.)	15.33 hrs. per month
19 yrs. - 24 days (192 hrs.)	16.00 hrs. per month
20 yrs. - 25 days (200 hrs.)	16.67 hrs. per month

11.3 Vacation leave shall accrue at subsection A above at the rate of 5/6 days per month (6.7 hours); at subsection B, at the rate of one (1) additional day per year "or an additional fraction of a day per month as indicated in Section 11.2". Employees may use vacation leave in amounts of less than 8 hours subject to the approval of the immediate supervisor.

- 11.4 In the event an employee's services are terminated in good standing, the employee shall be paid for accumulated vacation hours as of the termination date, provided he/she has given two weeks notice of the termination. Employees who voluntarily terminate prior to completing a year of continuous and active City service shall not be eligible for terminal vacation pay.
- 11.5 Departmental Head Approval. All vacation leave schedules must be approved by the department head or designee. In approving such schedules, the department head shall consider the needs of the municipal service and the seniority and wishes of the employee.

ARTICLE 12: HOLIDAY LEAVE

- 12.1 Employees shall receive eighty (80) hours of holiday leave per year. Such holiday leave shall accrue as the holidays occur.
- 12.2 Eight (8) hours of holiday leave shall be granted for each of the following ten holidays: New Year's Day; Martin Luther King, Jr. Day (3rd Monday in January); Presidents' Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Veterans' Day (November 11); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving, and Christmas Day (December 25).
- 12.3 Employees shall be charged for the use of holiday leave in the amount of not less than eight (8) hours.
- 12.4 In the event any employee voluntarily terminates his employment with the Employer or is discharged, he shall be paid for his accumulated holiday leave hours as of his termination.
- 12.5 An employee who works on New Year's Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Presidents' Day, Veterans' Day or Independence Day shall receive time and one-half (1 1/2) the employee's regular rate of pay for all hours worked, plus holiday pay. Employees scheduled to work on other designated holidays shall receive their regular rate of pay for all hours worked. Employees shall not be eligible for overtime compensation if they take compensatory time or vacation time for a holiday regularly scheduled as a day of work. If an employee uses a vacation day on a holiday, the employee will have the option of being credited with holiday leave of eight (8) hours or will be paid eight (8) hours holiday pay at the employee's straight time rate of pay. If an employee uses comp time on a holiday, it shall be considered that the employee is using the holiday leave accrued on that holiday. Employees shall use the holiday leave accrued on that

day if necessary to fill out the regular schedule for the employee.

ARTICLE 13: OVERTIME PAY

- 13.1 Time and one-half (1 1/2) the employee's regular straight time hourly rate of pay shall be paid for all the time worked in excess of the regular scheduled shift. All compensatory time accumulated pursuant to this Article beyond forty (40) hours shall be taken, if approved by the department head, within the succeeding two consecutive work periods (56 days) following the work period in which it was earned. Such accumulated compensatory time not taken beyond forty (40) hours shall be paid out in full at the end of the period.
- 13.2 Permanent assigned officers working in the Investigation Section may work in excess of their regular 8-hour shift at their regular rate of pay providing the assignment calls for it. This will be on a voluntary basis. Anytime an investigator is ordered by a superior officer to work beyond his regular 8-hour shift, he/she will be compensated at the rate of time and one-half. Time accumulated may be taken as compensatory time off or the regular hourly rate. The approving authority for the investigator at time and one-half is the Chief of Police, Police Captain, sergeant or senior officer in charge.
- 13.3 For purposes of computing overtime under this Act, the regular straight time hourly rate shall include any longevity pay to which an employee is entitled.
- 13.4 Intoxilizer operators shall be paid a minimum of two (2) hours pay at their regular straight time hourly rate for each intoxilizer test administered off duty.
- 13.5 Off duty employees will be compensated, on City payroll, for a minimum of one hour at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate for performing law enforcement duties for special events, such as moving houses, dances and sporting events, approved by the Chief or City Council when law enforcement assistance is required by law. Employees will receive a minimum of one hour at the rate of time and one-half (1 1/2) the employee's regular rate for work performed pursuant to this action.

ARTICLE 14: CALL BACK

- 14.1 An employee called back to work at a time other than his/her normal scheduled shift for reasons other than in-service training shall receive a minimum of two (2) hours at time and one-half the employee's regular base pay rate. Reporting early for a shift or an

extension of a shift shall not qualify for call back pay.

ARTICLE 15: COURT PAY

15.1 Employees that are required to testify in court during off-duty hours shall receive a minimum of two (2) hours pay at time and one-half (1 1/2). Reporting early for a shift or an extension for a shift of court duty does not qualify for this minimum two-hour guarantee.

ARTICLE 16: TRAINING PAY

16.1 Training is defined as any directed attendance at any session, POST approved or not, which enhances the employee's knowledge or is designed to positively impact the employee's job performance. Compensation for training, including travel to and from, shall be paid pursuant to FLSA regulations. Unless otherwise noted in this Memorandum of Contract, staff or departmental meetings are not training.

16.2 The Employer may from time to time schedule supervisors/sergeants meetings which shall be considered staff meetings for those employees not scheduled to work. Required attendance at Supervisor/Sergeant meetings will be paid at time and one-half (1 1/2).

ARTICLE 17: CANINE PROGRAM

17.1 The Employer, in its sole discretion, may create, maintain or discontinue a canine program in the City of Willmar. If a canine program is created and maintained, an officer with the Willmar Police Department may be assigned by the Chief to serve as the handler for the dog.

17.2 The handler will receive thirty (30) minutes normally at the end of each schedule shift for the dog's routine care, maintenance and training at the officer's home.

17.3 The handler will receive thirty (30) minutes of pay in accordance with Section 8.2 of the collective bargaining agreement for dog maintenance, care and training for each of the officer's days off.

17.4 Call-out time for the handler with the dog will be compensated at the call-in rate as defined in Article 14 of the labor agreement.

17.5 Organized formal training sessions with the handler and the dog shall occur, whenever possible, during the handler's regularly scheduled shifts. If formal training cannot occur during the handler's regularly scheduled shift, the handler will be compensated pursuant to the provisions of Article 17 of the collective bargaining agreement.

17.6 The handler will not receive or be entitled to any other or further

compensation related to the canine program than is stated in this Memorandum of Agreement.

- 17.7 When the dog is out of the care of the canine officer, the above items do not apply.

ARTICLE 18: INSURANCE

18.1 The Employer agrees to provide, at the Employer's expense, for all employees under this Agreement, an insurance program for hospitalization and major medical coverage comparable with the plan under existence, with the option of dependent coverage. If the employee chooses dependent coverage, the Employer shall pay the cost of dependent coverage:

- A. The Employer will contribute up to ninety (90%) percent of the cost of the monthly premium for dependent coverage under the basic plan. Any additional costs shall be paid by the employee through payroll deduction.

The Employer will contribute up to fifty (50%) percent of the increase in cost of the monthly premium for dependent coverage under the basic plan. Any additional cost shall be paid by the employee through payroll deduction.

- B. The Employer agrees to provide optional individual and dependent group under the Blue Cross/Blue Shield Aware Gold Plan. Enrollment shall be limited to the annual renewal date or at any open enrollment date sponsored by BC/BS. The cost of the optional health coverage shall be in addition to the base health plan cost sharing arrangement and will include the premium difference between the base plan and the Aware Gold plan being paid in full by the employee.

In the event the Employer for whatever reason discontinues its relationship with BC/BS, the option to subscribe to Aware Gold health coverage will no longer be available to employees.

- C. The City will implement a VEBA Plan as an additional option provided there is a minimum of at least 10 employees enrolled City-wide.

18.2 The Employer shall continue to provide the employee with full false arrest insurance.

18.3 The Employer agrees to continue group health insurance for retired Civil Service employees to age sixty-five (65), as authorized by Minnesota statutes, provided the retired employee is not eligible for group health and accident insurance as a result of other employment. The retired employee will pay all premiums for this

coverage.

18.4 The Employer shall provide \$50,000 term life insurance and long-term disability insurance for each employee under this Agreement. An employee may continue to have their life insurance during a Family Medical Leave provided that the employee pay the premium cost themselves.

ARTICLE 19: CLOTHING ALLOWANCE

19.1 The Employer shall provide an initial uniform for each newly hired employee and, thereafter, beginning twelve (12) months after initial issuance shall provide an annual clothing allowance up to six hundred fifty (\$650) dollars for all licensed officers. The allowance will be based on a voucher system under the direction of the department head and subject to a list of items issued by the department head and may be paid in a lump sum for the year subject to the condition that if an employee terminates employment during the year after receiving a lump sum payment, said employee will repay the City on a pro rata basis. If necessary, the department head has the authority to order the employee to replace his uniform or parts thereof. If the department head agrees to pay the clothing allowance in a lump sum, said payment shall be paid on or about the first pay period in April of the contract year.

The initial uniform shall consist of:

Parka	1	Trousers	2
Cap (winter)	1	Leather Goods	
Cap (summer)	1	Breast and Cap Badge	1
Jacket	1	Set Hand Cuffs	1
Shirts (winter)	2	Hand Gun	1
Shirts (summer)	2	Name Tag	1
Shoes	1		

Thereafter the uniform allowance may be used to purchase any of the following items:

Parka	Jacket	Ammo Clips/Speed Loaders
Leather Goods	Trousers	Cap (summer & winter)
Hand Cuffs	Badge	Shirts (long & short)
Commando Sweater	Socks	Boots (summer & winter), Shoes
Vest Carriers	Gloves	ID Case/Badge Holder
Clip Boards	Briefcase	Turtleneck Shirts-blue
Ticket Holders	Flashlights	Suits/sports Coat (for Court)
Tape Recorders	Rain Gear	Underwear (summer & winter)
Muffs/shooting	Collar Brass	PR-24/night Stick
Appropriate Plain Clothes for Investigators		
Clothing & Related Items for Special Units (tactical, sniper, etc.)		
Cleaning, Tailoring, Repair of Uniforms or Leather		
Any Other Item Approved or Required by the Administration		

ARTICLE 20: P.O.S.T. LICENSE

20.1 Employer agrees to pay for the Peace Officer's Standards and Training license and renewals for all officers.

ARTICLE 21: SENIORITY VACATION RIGHTS AND ASSIGNMENTS

21.1 For purposes of this Agreement, seniority shall mean the length of continuous service an employee has worked with a position classification.

21.2 Vacation selection rights shall be determined with work groups by seniority provided requests for vacation leave are submitted by May 1.

21.3 The Employer agrees to furnish the Union with an up-to-date list every twelve (12) months showing the position classification, appointment date and length of continuous service for employees represented by the Union.

21.4 In the absence of a sergeant, the senior officer on duty will be in charge of the shift or until relieved by a sergeant.

ARTICLE 22: SAFETY

22.1 Both the Employer and the Union agree to maintain sanitary and safe working conditions and equipment.

ARTICLE 23: EMPLOYEES BULLETIN BOARD

23.1 The Employer agrees to allow the Union to use the Employer specified bulletin boards for the purpose of posting Union meetings, Union elections, Union election returns and Union recreational or social affairs. The Union agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that in no event shall such notices be politically partisan, derogatory or critical of the services, techniques or methods of the Employer.

ARTICLE 24: CIVIL SERVICE RULES & REGULATIONS

24.1 The Willmar Police Civil Service Commission and the rules and regulations adopted in connection therewith shall determine the personnel rules, work rules and employment regulations not covered by the contract. An employee grieved by a decision of the Willmar Police Service Commission or under the rules and regulations adopted in connection therewith shall have the option of pursuing redress through the grievance or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with his/her consent, the employee's right to pursue redress in the alternative manner is terminated.

ARTICLE 25: COMPENSATION SCHEDULE

- 25.1 Compensation for each employee represented by the Union shall be set forth in Exhibit A attached hereto and made a part hereof and such compensation shall be paid on the basis of twenty-six (26) pay periods per year.
- 25.2 Effective the first day of the first pay period following Union ratification, in the absence of an available sergeant, for a minimum of one hour or more per shift, any police officer serving as senior officer on a shift, shall receive a \$.50 (fifty cent) per hour differential. For the purpose of this section, "available" means physically present or accessible through communication.
- 25.3 Effective the first day of the first pay period following Union ratification, any patrol officer or sergeant, regardless of class, assigned and serving for a minimum of thirty (30) consecutive days in a specialist field, shall receive a differential of \$100 (one hundred dollars) per month. Any officer assigned to a specialist field that has successfully completed the 30 consecutive day minimum will be retroactively paid the specialty differential to the first day of the assignment.

ARTICLE 26: PHYSICAL EXAMINATIONS

- 26.1 The Employer will pay annually for chest X-ray, EKG, blood and urine analysis and immunization shots as recommended by the examining physician to an amount not to exceed one hundred twenty-five (\$125) dollars per year provided that a copy of any and all reports for such a physical exam become the property of the Employer.

ARTICLE 27: PARENTING LEAVE

- 27.1 A maternity/paternity or adoption leave of absence shall be granted to a natural parent or an adoptive parent, who requires such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to four (4) months.

ARTICLE 28: OUTSIDE EMPLOYMENT

- 28.1 All outside employment which may present a conflict of interest shall be prohibited.

ARTICLE 29: PRODUCTIVITY

- 29.1 The Union recognizes that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Union. Maximized productivity is recognized as an obligation of the Union, and the Union shall increase and thereby maximize productivity during the

life of this Agreement in accordance with City and Departmental policies.

ARTICLE 30: DISCIPLINE

30.1 The Employer will discipline employees who have completed the required probationary period only for just cause.

A written reprimand, suspension or dismissal shall be in writing and a copy will be provided to the employee and to the Union. The employee may elect in writing not to have notice of such disciplinary action provided to the Union.

If in the course of an investigation it is determined that disciplinary action will be taken against an employee, the employee will be given an opportunity to have a Union steward or representative present before the Employer proceeds further to question the employee regarding the matter.

ARTICLE 31: SENIORITY AND LAYOFF

31.1 Normally, classification seniority will be the determining criterion for layoffs. It shall be the responsibility of an employee on layoff status to maintain a current listing of the employee's address and phone number with the Employer. Employees shall maintain rights of recall for a period of one year from date of layoff.

ARTICLE 32: SAVINGS CLAUSE

32.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision 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 provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 33: WAIVER

33.1 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 of this Agreement, even though such terms or

EXHIBIT "A"

L.E.L.S. Wage Proposal:

A.	Sergeant	<u>2010</u>
	24 Months - (I)	\$32.87
	12 Months - (II)	31.30
	Start - (III)	29.81
B.	Patrolman	<u>2010</u>
	78 Months - (I)	\$28.39
	66 Months - (II)	27.03
	54 Months - (III)	25.75
	42 Months - (IV)	24.51
	30 Months - (V)	23.35
	18 Months - (VI)	22.24
	6 Months - (VII)	21.19
	Start - (VIII)	20.56

conditions may not have been within the knowledge or contemplation of either/or both parties at the time this contract was negotiated or executed.

33.2 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.

ARTICLE 34: DURATION

34.1 This Agreement shall be effective as of January 1, 2010, and shall remain in full force and effect to and including the thirty-first day of December, 2010, subject to the right on the part of the Employer or the Union to open this Agreement by written notice to the other party not later than December 1, 2010. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this 20th day of August, 2010.

FOR THE CITY OF WILLMAR

Lester J. Weathers
Michael Alunit

LAW ENFORCEMENT LABOR SERVICES, INC.

Dina Vandyke
Raymond A. BA 2225