

TO: Mayor Robinson and City Council

FROM: Jeffrey L. McCormick, Chief of Police

SUBJECT: LELS 2015-2017 Collective Bargaining Agreement

DATE: 12-12-14

BACKGROUND

Over the past few months, Administrator Johnson and I have met with LELS regarding a collective bargaining agreement for the next year or years. Administrator Johnson and I have also met with the Personnel Committee for guidance and direction while working to reach an agreement with LELS. At this point I am pleased to inform you that I believe we have reached an agreement, which the LELS membership has voted to approve.

It is a three year agreement. The first year of the agreement has the COLA set at 2% January 1st and another .5% at July 1st, which matches the increases approved by the Council on December 2 as part of the 2015 budget. Employees eligible would receive step increases each of the years. The second and third year COLA will be negotiated sometime the first part of 2015, after the Council has received the results of the market study. The other changes within the agreement were some language cleanup, annual adjustments in uniform allowance and rotating schedule pay, and the exchange of the floating holiday for a fix date of Christmas Eve.

The Personnel Committee will meet before the Council Meeting and can advise their recommendation of approval or not, but all the provisions of the agreement except the COLA had been approved by the Committee while the agreement was being negotiated.

STAFF RECOMMENDATION

I would recommend approving of the proposed 2015-2017 LELS Collective Bargaining Agreement.

REQUESTED COUNCIL ACTION

Motion and approval of the proposed 2015-2017 LELS Collective Bargaining Agreement.

AGREEMENT
BETWEEN
CITY OF CANNON FALLS
AND



LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 145)

JANUARY 1, 2015 TO DECEMBER 31, 2017

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ARTICLE 1.
PURPOSE OF AGREEMENT

This agreement is between the CITY OF CANNON FALLS, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., (Local 145), hereinafter called "LELS."

The intent and purpose of this AGREEMENT is 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 the AGREEMENT.

ARTICLE 2.
RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 8, for all personnel in the following job classification:
 - a) All essential licensed police officers of the Police Department of the City of Cannon Falls who are public employees within Minn. Stat., See, 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.
- 2.2 In the event the EMPLOYER and LELS 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.
- 2.3 Neither LELS nor the EMPLOYER shall discriminate against any employee because of LELS membership or non-membership.

ARTICLE 3.
DEFINITIONS

- 3.1 LELS: Law Enforcement Labor Services, Inc.
- 3.2 LELS MEMBER: A member of the Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Cannon Falls Police Department.
- 3.5 EMPLOYER: The City of Cannon Falls.

- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employees 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 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from ones 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 of the rights, privileges or obligations of employment. Any employee engaging in a strike may have employment terminated effective when the strike first occurs.
- 3.12 PART-TIME OFFICER: City employee regularly scheduled to work less than 160 hours within a 28 day work cycle, or the equivalent hours for whatever work cycle is utilized by the police department.

ARTICLE 4. **EMPLOYER SECURITY**

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

ARTICLE 5. **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 and amend 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 function not specifically limited by this AGREEMENT.
- 5.2 Any term and 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 6.

UNION SECURITY

- 6.1 In recognition of LELS as the exclusive representative, the EMPLOYER shall:
- a) Deduct from each payroll, an amount sufficient to provide payment of dues (or a "fair-share" deduction if the employee elects not to become a LELS member) established by LELS from the wages of all employees authorizing, in writing, such a deduction; and
 - b) Remit such deduction to the appropriate designated officers of LELS.
- 6.2 LELS may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notice(s) and announcement(s).
- 6.4 LELS 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 7.

EMPLOYEE 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 LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. LELS shall notify the EMPLOYER in writing of the names of such LELS representatives and of their successors when so designated by 6.2 of this AGREEMENT.
- 7.3 **PROCESSING OF A GRIEVANCE.** It is recognized and accepted by LELS 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 an LELS 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 LELS 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 immediate 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, and 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 LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Chief of Police. The Chief of Police shall give LELS the EMPLOYERS 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 Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the City Administrator. The City Administrator shall give LELS the EMPLOYERS answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved by Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the LELS within ten (10) calendar days shall be considered waived.

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

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota 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 issues(s) submitted in writing by the EMPLOYER and LELS 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 close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The arbitrator shall submit a written decision stating clearly the law, rule or agreement section which is the basis for his decision. The decision shall be binding on both the EMPLOYER and LELS 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 LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

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 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, LELS 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 agreement of the EMPLOYER and LELS in each step.

7.7 CHOICE 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 of ARTICLE 7 or a procedure such as: Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized --Step 4 of ARTICLE 7 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 of ARTICLE 7.

An employee pursuing a remedy pursuant to a statute under jurisdiction of the United

States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S. 906, 113 5. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of section 7.7 shall be immediately null and void and shall be deleted from this agreement.

ARTICLE 8.

SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the EMPLOYER. 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 provision may be renegotiated at the request of either party.

ARTICLE 9.

SENIORITY

- 9.1 Seniority shall be determined by an employee's length of continuous employment with the EMPLOYER, by classification recognized by this agreement. Seniority rosters shall be maintained by the EMPLOYER, on the basis of time in grade and time within specific classifications.
- 9.2 The initial probationary period shall be one (1) year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 9.3 The probationary period of a promoted or reassigned position shall be six (6) months. During the probationary period of a promoted or reassigned employee the employee may be returned to the employee's previous position at the sole discretion of the EMPLOYER.
- 9.4 A reduction of work force will be accomplished on the basis of departmental seniority. An employee on lay-off shall have an opportunity to return to work within two (2) years of the time of his lay-off before any new employee is hired, except that, any employee on lay-off who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the City. If lay-offs do occur the City will continue health insurance benefits until the end of the month after the lay-off occurs.
- 9.5 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

ARTICLE 10.
DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in the form of: a) oral reprimand b) written reprimand c) suspension d) demotion e) discharge.
- 10.2 Suspensions and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and LELS will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) days suspension without pay. This provision does not apply to Veterans
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a LELS representative present at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated within 10 days of occurrence by LELS, and will start at Step 2 of the Grievance Procedure under ARTICLE 7.
- 10.8 Citizens complaints shall be processed in accordance with the Police Department's "CITIZENS COMPLAINTS POLICY" adopted by the City and on file with the City Administrator. Amendments to the Citizens Complaint Policy shall be filed with LELS prior to their effective date.

ARTICLE 11.
OVERTIME - COMPENSATORY TIME

- 11.1 Employees will be paid at one and one-half(1 ½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.5 Overtime refused by employees will, for record purposes under ARTICLE 11.2, be

considered as unpaid overtime worked.

- 11.6 Compensatory time (Comp-time). Employees may elect to accrue up to eighty (80) hours of compensatory time for overtime hours worked in lieu of monetary compensation. Compensatory time will be calculated at one and one-half (1 ½) hours for each overtime hour worked. Employees may use compensatory time off duty with pay, subject to prior approval of the Employer. Employees may convert the compensatory time into pay by giving the Employer a two-week notice. Compensatory time may carry over from one year to the next.

ARTICLE 12.

CALL-BACK - COURT TIME - TRAINING--LICENSE

- 12.1 **CALL-BACK TIME.** An employee who is called to duty during his scheduled off-duty time shall receive a minimum of three (3) hours of pay at one and one-half (1 ½) times the employee's regular rate of pay. An extension of or early report to a regular scheduled shift for duty does not qualify the employee for the three (3) hour minimum. Also, a second call within two hours of the first callback shall not be compensated for except for actual time worked over two hours. Example: A call-out is received at 1:30 p.m. and lasts for one hour. The employee is again called out at 3:00 for one-half hour. Total pay would be three hours at the employee's overtime rate. If the second or subsequent call would extend the total time beyond three hours from the first call, a second minimum three (3) hour call-out would apply.
- 12.2 **COURT TIME** An employee who is ordered to court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) 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 (3) hour minimum.
- 12.3 If an employee is ordered to appear in court during the employee's scheduled off-duty time the employee shall call the Employer-designee responsible for court scheduling between 60 and 90 minutes before the employee's scheduled arrival time at court to learn whether the employee's appearance at court is necessary. If the employee is cancelled during the telephone call to the Employer-designee, the employee shall be paid pursuant to Section 12.3 and the court appearance is canceled 60 minutes or more but less than 24 hours prior to the scheduled court appearance the employee will receive a minimum of 1 hour of pay at 1½ times the employee's base pay rate.
- 12.4 **TRAINING.** Continuing education courses required to maintain State licensure and other training approved by the City shall be paid at straight time unless it is an extension of a scheduled shift. Tuition, meals, mileage, and other expenses shall be paid according to City policy.
- 12.4 The City shall pay employee's POST license cost.

ARTICLE 13.
VACATIONS, SICK LEAVE AND EMERGENCY LEAVE

- 13.1 **VACATION LEAVE FOR FULL-TIME EMPLOYEES.** Vacation leave will be earned in accordance with the below schedule. After six months of service, vacation leave may be used as it is earned, subject to the approval by the employee's supervisor.

<u>Years of Service</u>	<u>Annual Accrual</u>
0-4 Years	80 hours
5-9 Years	120 hours
10-14 Years	160 hours
15-19 Years	200 hours
20+ Years	240 hours

- 13.2 **SICK LEAVE.** Sick leave shall be granted to all full-time employees covered by this AGREEMENT at the rate of eight hours per month. Sick leave may be used in accordance with applicable State or Federal Laws.
- 13.3 **EMERGENCY LEAVE.** Emergency leave with pay shall be granted to full-time employees covered by this AGREEMENT to a maximum of 40 hours per year for serious illness or death in the immediate family. Emergency leave shall be deducted from accrued sick leave. Immediate family shall include: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, sister or brother.
- 13.4 **TERMINAL LEAVE BENEFITS.** At termination or retirement in good standing earned sick leave will be paid out as follows:

Less than 10 years of full-time service, an amount equal to 25% of unused balance will be placed into the employee's Health Savings Account with Minnesota State Retirement System Post Employment Health Care Savings Plan.

10 through 19 years of full-time service, an amount equal to 35% of unused balance will be placed into the employee's Health Savings Account with Minnesota State Retirement System Post Employment Health Care Savings Plan.

More than 20 years of full-time service, an amount equal to 50% of unused balance will be placed into the employee's Health Savings Account with Minnesota State Retirement System Post Employment Health Care Savings Plan.

- 13.5 **SICK LEAVE TO HEALTH SAVINGS ACCOUNT CONVERSION.** On each January 2nd, employees who maintain three hundred eighty four (384) hours of accrued sick leave will have twenty four (24) hours removed from their balance and applied at their current hourly rate to provide an amount of cash that will be contributed to the employee's Health Care Savings Plan. On each January 2nd, employees with sick leave accrual greater than seven hundred twenty (720) hours will have forty eight (48) hours of pay

contributed to their Health Care Savings Account in the same manner.

The maximum accumulation for sick leave is nine hundred sixty (960) hours.

- 13.6 LEAVE TIME USED. Vacation, sick leave and emergency leave taken shall be charged off for the number of working hours missed up to a maximum of 80 hours per two week, pay period.

ARTICLE 14.

LEAVES OF ABSENCE

- 14.1 MILITARY LEAVE. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence for military service, shall be applicable under this AGREEMENT.
- 14.2 COURT DUTY. Any employee called and selected for jury duty shall receive regular compensation and other benefits for such duty. Pay received for jury duty must be given to the EMPLOYER by the employee. Pay for the expenses may be kept by the employee.
- 14.3 PARENTAL LEAVE. Parental leave shall be granted to employees pursuant to Minnesota Statutes Sec. 181.940-944. Such leave shall not exceed six months and shall be without pay, except that accrued vacation time may be used to the extent available. Vacation and sick leave shall not accrue during parental leave. The employee will retain their seniority and may continue group health coverage by paying the appropriate premiums to the City.
- 14.4 GENERAL LEAVE REGULATIONS. All employees covered by this AGREEMENT are encouraged to give as much prior notice for any leave of absence as possible so that the EMPLOYER can make appropriate adjustments of staff, to ensure a continuation of service to the citizens of the City of Cannon Falls.
- 14.5 PERSONAL LEAVE OF ABSENCE. Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the EMPLOYER for a period of time not to exceed ninety (90) days. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the EMPLOYER decides on a formal extension of personal leave.

ARTICLE 15.

HEALTH-LIFE-DISABILITY INSURANCE

- 15.1 LIFE INSURANCE. The EMPLOYER shall provide \$20,000 of life insurance for each full-time employee.

- 15.2 **DISABILITY INSURANCE.** The EMPLOYER shall provide long term disability insurance for each full time employee.
- 15.3 **HEALTH INSURANCE.** The EMPLOYER shall provide group health insurance available to all full-time employees. The EMPLOYER shall provide the employee with health insurance at no cost. The employee may elect additional coverage for family members. The EMPLOYER shall pay 50% of the actual cost for elected employee family members.
- 15.4 **HEALTH SAVINGS ACCOUNT.** If the employee elects a high deductible health plan offered by the EMPLOYER, then the EMPLOYER shall provide a matching contribution to the employee's Health Savings Account (HSA) at the following rate:
- Single coverage – up to \$25 per month
Family coverage – up to \$50 per month
- The EMPLOYER shall also pay the monthly maintenance fee for the employee's HSA, while the employee is employed by the EMPLOYER.
- 15.5 **DENTAL INSURANCE.** The EMPLOYER shall make available to the employees a dental insurance program that has family coverage. The EMPLOYER shall pay no portion of the premium. Employees electing dental coverage will pay the full cost of the premium.

ARTICLE 16.

HOLIDAYS

- 16.1 Employees covered by this AGREEMENT shall be granted 11 holiday days at 8 hours per day. Holiday pay shall be paid out with the first paycheck issued on Thanksgiving Day or after each year rather than during the pay period in which it falls.
- 16.2 Employees working a scheduled shift on any of the holidays dates specified below shall receive time and one-half (1 ½) pay for any hours worked during the holiday.

<u>Holiday</u>	<u>2015 Date</u>	<u>2016 Date</u>	<u>2017 Date</u>
New Year's Day	January 1	January 1	January 1
Dr. M. L. King's Birthday	January 19	January 18	January 16
Presidents Day	February 16	February 15	February 20
Memorial Day	May 25	May 30	May 29
Independence Day	July 4	July 4	July 4
Labor Day	September 7	September 5	September 4
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 26	November 24	November 23
Day after Thanksgiving	November 27	November 25	November 24
Christmas Eve	December 24	December 24	December 24

ARTICLE 17.
CLOTHING ALLOWANCE

- 17.1 The EMPLOYER shall provide all police officers with their initial uniform and equipment at beginning employment. If during the probationary period any police officer covered by this agreement separates from employment for any reason, all uniforms and equipment purchased by the EMPLOYER shall remain the property of the EMPLOYER and shall be returned to the EMPLOYER within three (3) days of the employee's termination date. After 12 months employment, the EMPLOYER shall provide a pro-rated amount for the year if not eligible for the full year amount listed below for purchase of such uniforms and equipment in accordance with the Police Department Uniform Policy. The uniform allowance may be used for dry cleaning of soiled uniforms. Uniforms that are damaged on duty to the point that they are unsuitable for further use shall be replaced by the City. Such replacement shall not be charged against the officer's uniform allowance. The Chief of Police shall be solely responsible to determine when such replacements are necessary. An employee voluntarily separating employment with the City shall reimburse the City for any uniform allowance purchases within the 60 days immediately prior to the employee's termination date.

Uniform Allowance Amounts: 2015 \$725.00, 2016 \$750.00, 2017 \$775.00

Employees may carry forward \$100 of uniform allowance from a current year to the next year. That carry forwarded amount, must be used in the year carried to or it would be forfeited.

ARTICLE 18.
WORK SCHEDULE

- 18.1 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.
- 18.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shift.
- 18.3 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 to employees.

ARTICLE 19.
JOB POSTING

- 19.1 Any position or assignment covered by this AGREEMENT, when vacant, shall be posted for fourteen (14) calendar days, in a prominent place, for information of the members of the unit.

ARTICLE 20.
MILEAGE AND MEAL ALLOWANCE

- 20.1 Any reimbursement for mileage or meal allowance, to be paid as a result of this AGREEMENT, shall be reimbursed in accordance with the EMPLOYER'S current policies.

ARTICLE 21.
LEGAL PROTECTION

- 21.1 The EMPLOYER shall provide, through insurance coverage or otherwise, defense, necessary legal expense and other costs, to an employee, against whom a claim is made or a lawsuit is commenced, which is based upon the conduct of the employee acting in the regular course of employment, except for intentional torts, crimes or ordinance violation committed by such employee.

ARTICLE 22.
WAGES

- 22.1 REGULAR FULL-TIME-Patrol Officers shall be paid in grade 10 according to the City Pay Schedule attached as "APPENDIX A".
- 22.2 NEW HIRES-CREDIT FOR PRIOR WORK EXPERIENCE. The Employer reserves the right to hire a new police officer with prior full-time police experience commensurate with the new employee's experience at any step in the City's Pay Schedule.
- 22.3 ADVANCING STEPS--FULL-TIME. Movement to a higher step shall occur only on January 1 of each year. Employees beginning employment prior to August 15 shall advance to the next step on the following January 1. Employment beginning August 15 or after shall advance on the second January 1 following employment.
- 22.4 ROTATING SCHEDULE PAY. Employees will receive an additional amount per hour added as listed below to their base rate of pay for the rotating schedule utilized by the police department.

2015 \$0.40, 2016 \$0.45, 2017 \$0.50

ARTICLE 23.
FIELD TRAINING OFFICER

- 23.1 The EMPLOYER and LELS agree that the appropriate and supervised training is required for new police recruits. To that end, the City will provide training to one or more of its officers to become certified Field Training Officers (FTO). When an officer is designated to act as a FTO by the Police Chief, such officer shall receive one (1) additional hour of pay for each shift that the employee is providing training for a new recruit.

ARTICLE 24.
SAFETY

- 24.1 The EMPLOYER and LELS agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 25.
WAIVER

- 25.1 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.
- 25.2 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 LELS 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 term or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 26.
RESIDENCE/RESPONSE TIME

- 26.1 The Employer and LELS recognize that a reasonable response time from the employee's residence to locations in Cannon Falls, is a necessary job related concern for the safety and wellbeing of the public and other officers. Thus the City and LELS agree that a response time limit of 45 minutes from the employee's residence to the Cannon Falls Public Safety building is an appropriate and acceptable limit, measured during clear weather conditions and traveling at the legal speed limits.
- 26.2 All employees of this bargaining unit shall establish residency within the response time limit area within twelve months from the date of hire.

ARTICLE 27
PART-TIME OFFICERS

- 27.1 The EMPLOYER and LELS recognize that part-time officers employed by the EMPLOYER will be members of LELS.
- 27.2 All part-time employees of this bargaining unit shall be entitled to the provisions of this agreement, with the exceptions of fringe benefits which they shall not be entitled to unless the fringe benefits are listed specifically within this section.
- 27.3 Wage – Part-time employees shall be paid at the starting rate according to the same pay schedule as regular full-time employees, per “Appendix A”. (No advancing steps).
- 27.4 Overtime – Part-time employees will not be eligible for overtime under Article 11.1. Part-time employees will be paid at one and one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of the work cycle used by the Police Department for police officers. The work cycle shall be 7, 14, 21 or 28 days as allowed under FLSA. A work period shall be considered to be 40, 80, 120 or 160 hours respectively. The Employer will provide notice of any change in the length of a work cycle to employees. Vacation, sick or paid holidays do not count towards “hours worked”.
- 27.5 Uniform – Part-time employees will be provided uniforms as determined appropriate by EMPLOYER. All uniforms and items provided/issued by the EMPLOYER shall remain the property of the EMPLOYER and shall returned to the EMPLOYER within three (3) days of the employees termination date.
- 27.6 Vacation, Sick and Holiday – Part-time employees will be provided these benefits as provided by the EMPLOYER’S personnel policy. Any time earned under this section will be paid out in the same manner as full-time employees.
- 27.7 Credit for Prior Work Experience – If a part-time employee is hired by the EMPLOYER for a full-time position and has worked 2080 hours or more for the EMPLOYER, the part-time employee would be started at the second step of the wage schedule, per “Appendix A”.

ARTICLE 28.
DURATION

This AGREEMENT shall be effective as of January 1, 2015 and shall remain in full force and effect until December 31, 2017, and the parties hereto agree to begin meeting not less than 180 days prior to the expiration of this agreement to negotiate for a subsequent contract period.

In Witness whereof, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2014.

CITY OF CANNON FALLS

LAW ENFORCEMENT LABOR
SERVICES, INC. (local #145)

Lyman Robinson, Mayor

Len McFarland, Business Agent

Date

Date

Ronald S. Johnson, City Administrator

Date

APPENDIX A

CITY OF CANNON FALLS PAY SYSTEM

Steps	1	2	3	4	5	6	7
2015 Grade 10 1-1-15	21.15	21.94	22.71	23.48	24.26	25.03	25.81
2015 Grade 10 7-1-15	21.26	22.05	22.82	23.60	24.38	25.16	25.94

EMPLOYER and LELS mutually agree that the placement on the City Pay Grade System for existing employees of this bargaining unit shall be as follows. The 2015 Cost of Living increase of 2.0% will be applied to the 2014 wages effective 1-1-2015, with an additional .5% applied on 7-1-2015. EMPLOYER and LELS mutually agree that 2015 wage scale above will be used in 2015 and that the EMPLOYER and LELS will reopen this agreement only for the purposes of determining the 2016 and 2017 wage scale. These reopen wage discussions will occur after the City Council has received the market study currently being conducted.

Officer	01/01/2015	07/01/2015
Officer Berg (above range)	Grade 10, Step 7 \$27.24 per hour	Grade 10, Step 7 \$27.38 per hour
Officer Ekstrom (above range)	Grade 10, Step 7 \$27.24 per hour	Grade 10, Step 7 \$27.38 per hour
Officer TerBeest (above range)	Grade 10, Step 7 \$26.86 per hour	Grade 10, Step 7 \$27.00 per hour
Officer Colvard	Grade 10, Step 2 \$21.94 per hour	Grade 10, Step 2 \$22.05 per hour
Officer Edwinson	Grade 10, Step 2 \$21.94 per hour	Grade 10, Step 2 \$22.05 per hour
Officer Sullivan	Grade 10, Step 1 \$21.15 per hour	Grade 10, step 1 \$21.26 per hour
Part-time officer(s)	Grade 10, Step 1	Grade 10, Step 1