

LABOR AGREEMENT

BETWEEN

CITY OF FARMINGTON

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL 187)**

PATROL OFFICERS

Effective January 1, 2019 through December 31, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PURPOSE OF AGREEMENT	4
II	RECOGNITION	4
III	DEFINITIONS	4
IV	EMPLOYER SECURITY	5
V	EMPLOYER AUTHORITY	5
VI	UNION SECURITY	6
VII	EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	6
VIII	SAVINGS CLAUSE	9
IX	SENIORITY	9
X	DISCIPLINE	10
XI	WORK SCHEDULES	10
XII	OVERTIME	11
XIII	COURT TIME	12
XIV	CALL BACK TIME	12
XV	WORKING OUT OF CLASSIFICATION	12
XVI	INSURANCE	12
XVII	INJURY ON DUTY	13
XVIII	HOLIDAYS	14
XIX	SICK LEAVE	14
XX	FUNERAL LEAVE	15
XXI	VACATION	15
XXII	TUITION REFUND	16

XXIII	UNIFORMS	17
XXIV	FALSE ARREST INSURANCE	17
XXV	JURY DUTY	17
XXVI	SCHOOL CONFERENCE AND ACTIVITIES LEAVE	17
XXVII	FIELD TRAINING OFFICER	17
XXVIII	POST EMPLOYMENT HEALTH CARE SAVINGS PLAN	17
XXIX	LABOR MANAGEMENT COMMITTEE	18
XXX	WAIVER	19
XXXI	DURATION	19
	APPENDIX A	20
	2019 WAGE SCHEDULE	21
	2020 WAGE SCHEDULE	21
	2021 WAGE SCHEDULE	21
	APPENDIX B – COMPENSATORY TIME EXAMPLES	22

LABOR AGREEMENT

BETWEEN

THE CITY OF FARMINGTON

AND

LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL 187)

ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2019, between the CITY OF FARMINGTON, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., 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 II. RECOGNITION

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

POLICE 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 III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local 187
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local 187.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Farmington Police Department.

- 3.5 EMPLOYER: The City of Farmington.
- 3.6 CHIEF: The Chief of Farmington Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., Local 187.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAK: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 MEAL TIME: If an officer works or is on standby during meal time, he/she shall be paid.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

ARTICLE IV. EMPLOYER SECURITY

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

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set 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 functions not specifically limited by this AGREEMENT.
- 5.2 Any term or condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the positions of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

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

7.3 PROCESSING OF A GRIEVANCE

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

7.4 PROCEDURE

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

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

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

Step 3. A grievance not resolved in Step 2 and appealed to Step 3 by the Union may be submitted to the Minnesota Bureau of Mediation Services within ten (10) calendar days following the EMPLOYER-designated Representative's final answer in Step 2. 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 2 answer.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with rules established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the

UNION, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

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

7.7 ELECTION OF REMEDY

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

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

ARTICLE VIII. SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

ARTICLE IX. SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or re-hired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER.

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

9.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have the opportunity to return to work within two years of the time of his/her layoff before any new employee is hired.

9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

9.5 Senior qualified employees shall be given shift assignment preference after 18 months of continuous, full-time employment. A shift bidding notice will be posted annually. An employee's right to shift preference is restricted to shift times only. No preference shall be given to specific assignments within a given shift. Nothing in this clause shall restrict the right of the employer to make temporary changes in shifts to accommodate emergencies or the use of paid leave.

9.6 New vacation bids, to a maximum of two (2) weeks, shall start on January 1 and run through January 31 each year. Vacation requests submitted by January 31 shall be recognized based on seniority.

ARTICLE X. DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and 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.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Grievances relating to this Article shall be initiated by the UNION at the level above the initiator of the disciplinary action of the grievance procedure under Article VII.

ARTICLE XI. WORK SCHEDULES

- 11.1 The normal work year is two thousand and eighty (2080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 11.3 The EMPLOYER shall match time up to one (1) hour for exercise/physical fitness during a shift providing there is adequate staff coverage; and subject to supervisor approval. This time includes being dressed and ready for duty within the one (1) hour time frame.
- 11.4 Shift Differential: Officers will receive a shift differential of \$0.25 per hour when at least half the shift is worked between the hours of 17:00 and 6:00. This would only be available for those bidding the regular shift (including sick and vacation leave) and not for employees being held over or for voluntarily taking an overtime shift.

ARTICLE XII. OVERTIME

- 12.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed at equally as practicable.
- 12.3 Overtime refused by employees will be recorded for purposes under Article 12.2 and be considered unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work overtime or call back if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 12.7 **FLSA non-exempt** employees who work in excess of the regular forty (40) hour work week may be granted compensatory time in lieu of overtime pay subject to the approval of the Police Chief or his designee. Compensatory time shall be at the rate of one and one-half (1½) times the hours worked in excess of the regular work week. The maximum total accrued compensatory time shall not exceed eighty (80) hours per employee in any calendar year.

Employees shall not accrue any additional compensatory time during that calendar year if it results in their accruing more than eighty (80) hours for that calendar year. (See appendix B – Compensatory Time Examples).

- 12.8 Employees may elect to cash out their compensatory time balance as outlined below:
- A) Employee's may elect to cash out their compensatory at any time during the year. However, once an employee elects to cash out their compensatory time, they will be not be allowed to accrue additional compensatory time during remainder of that year; or
 - B) Employee's may cash out their compensatory time at the end of each year. Employees must notify Human Resources by November 1st of each year regarding their preference with regards to compensatory time. If Human Resources is not notified, compensatory time will be paid out in accordance with this article.

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

Employees may also choose to roll over up to a maximum of 40 hours of compensatory time into the following year. If the employee chooses to do so, those hours when used,

will be paid out at the hourly rate that was in effect at the end of the year in which it was earned.

Employees may begin to accumulate compensatory time beginning with the first full pay period in January.

ARTICLE XIII. COURT TIME

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

The city will continue to work with the city attorney and patrol staff to discuss this issue with other cities and coordinate an effort to encourage the County Attorney and the court system to correct this problem.

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

ARTICLE XIV. CALL BACK TIME

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hour's pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE XV. WORKING OUT OF CLASSIFICATION

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

ARTICLE XVI. INSURANCE

16.1 Effective January 1, 2019, and each January thereafter, the EMPLOYER'S contribution for each tier shall be the contribution of the previous year increased or decreased by an amount equal to fifty percent (50%) of the increase or decrease to the HDHP 2500/5000 with HSA health insurance plan. The employee will pay any excess of the monthly amount contributed by the employer through payroll deduction.

For 2019, the EMPLOYER contribution will be:

Single	\$ 1,040.08
Employee + Spouse	\$ 1,124.16
Employee + Child(ren)	\$ 1,124.16
Family	\$ 1,175.02

16.2 The EMPLOYER shall provide a \$10,000 term life insurance policy for each employee.

16.3 The EMPLOYER shall provide long-term disability insurance to its employees.

16.4 Employee's retiring from the City's employment meeting the requirements of P.E.R.A. may elect to receive in lieu of the severance pay provided, insurance premiums paid through the City toward medical insurance coverage. Said payment shall be provided according to and not limited by the following:

- a) Total premium payments shall be limited to the values set forth in Article XIX, Section 3 and Article XXI. The cash value would include accrued interest adjusted annually based on the City's return on investment.
- b) Premiums shall be only for those insurance plans or coverage available to current employees of the Unit.
- c) In the event an employee electing this benefit chooses to discontinue this coverage, the remaining cash value (cash value upon retirement less premiums paid) shall be paid to the employee, and the employee shall forfeit future rights and coverage of this plan as well as the right to re-enter the City's insurance plan.
- d) All payments made by the City shall end when the remaining cash value for the former employee equals zero or upon the former employee's sixty-fifth (65th) birthday when the remaining cash value shall be paid to the former employee.
- e) In the event of the death of an employee, an employee's dependents have the option of remaining covered under the insurance plan until the employee would have reached their sixty-fifth (65th) birthday or the remaining cash value for the former employee equals zero, or to cash out the value remaining in the employee's severance account.

ARTICLE XVII. INJURY ON DUTY

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

17.2 An employee shall not receive more than the employee's normal take home pay as a result of any City pay supplement to Worker's Compensation benefits.

ARTICLE XVIII. HOLIDAYS

18.1 Employees shall receive eighty-eight (88) hours pay in lieu of holidays. Said payment is calculated on the employee's base rate of pay including longevity and shall be made by separate check on or before December 15th.

18.2 In addition to the above eighty-eight (88) hours, employees shall be paid time and one half (1½) for all hours worked on any of the below designated holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	The Friday following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

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

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

When an employee works overtime on Thanksgiving Day, Christmas Day, or the 4th of July, the employee will receive double time their regular rate of pay.

ARTICLE XIX. SICK LEAVE

19.1 Employees shall accumulate eight (8) hours of sick leave per month to a maximum accumulation of one thousand and forty (1040) hours.

19.2 Employees will be paid for twenty-five percent (25%) of their accumulated sick leave, to a maximum payment of thirty (30) days' pay, upon separation from employment with the EMPLOYER under the conditions stated in paragraphs a) and b) below. Employees will be paid for fifty percent (50%) of their accumulated sick leave, to a maximum payment of sixty (60) days' pay, upon separation from employment with the EMPLOYER under the conditions stated in paragraphs c) and d) below.

a) Death, retirement, or permanent disability after five (5) years of continuous employment.

b) Voluntary termination with thirty (30) days' notice after five (5) years of continuous employment.

c) Death, retirement or permanent disability after ten (10) years of continuous employment.

d) Voluntary termination with thirty (30) days' notice after ten (10) years of continuous employment.

19.3 An employee may utilize earned sick leave on the basis of a request approved by the EMPLOYER for absences necessitated by illness in the employee's immediate family for such periods as the employee's absence is necessary and in compliance with state and federal laws. "Immediate family" shall include the employee's parents, siblings, spouse, children, or grandparents of the employee or the employee's spouse.

ARTICLE XX FUNERAL LEAVE

20.1 The EMPLOYER will approve leave with pay in cases of death in the immediate family. For regular, full-time employees such leave shall be limited to a maximum of three work shifts within a calendar year. In the event of another death of a family member in the same year, a request may be submitted to the Chief and the Chief may approve additional leave if deemed appropriate.

20.2 The term "immediate family" as referred to in this Article shall include the parents, siblings, spouse, children, grandchildren, and grandparents of the employee or the employee's spouse.

20.3 The employee is required to provide notice of Funeral Leave as soon as possible and must keep his/her Supervisor informed of the approximate date of the employee's return to work.

ARTICLE XXI. VACATIONS

1 year through 5 years	80 hours (3.07 hours/pp)
6 years through 11 years	140 hours (5.38 hours/pp)
12 years through 15 years	160 hours (6.15 hours/pp)
16 years through 20 years	180 hours (6.92 hours/pp)
20 years and up	200 hours (7.69 hours/pp)

In the event that available vacation is not used by the end of the benefit year, employees may carry over up to the maximum amount established in the following table. Any hours above this maximum will revert back to the City, unless approved in writing by the City Administrator. Vacation time accruals begin again in the next benefit year.

Vacation Accrual Maximums:

1 through 10 years	168 hours
10 through 20 years	248 hours
20 plus years	328 hours

ARTICLE XXII. TUITION REFUND

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

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

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

Requirements

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

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

Degree Programs

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

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

Procedures

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

ARTICLE XXIII. UNIFORMS

The EMPLOYER will provide all uniform articles and equipment required by the EMPLOYER including the duty weapon for the initial issue for new officers. In 2019, 2020 and 2021, the EMPLOYER will provide a clothing allowance equal to the sum of eight hundred and fifty dollars (\$850.00). The Chief of Police shall have the final say on any purchases made by an officer. The City shall also provide a list of uniform items as a guideline for the officers.

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

ARTICLE XXIV. FALSE ARREST INSURANCE

The EMPLOYER shall provide false arrest insurance for all employees.

ARTICLE XXVI. JURY DUTY

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

ARTICLE XXVI. SCHOOL CONFERENCE AND ACTIVITIES LEAVE

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

ARTICLE XXVII FIELD TRAINING OFFICERS.

Designated Field Training Officers shall receive either two (2) hours of compensatory time or three (3) hours pay at straight time per shift as requested by the employee. If compensatory time exceeds one percent (1%) of the total departmental budget, then it is at the Chief's discretion to determine whether the employee receives compensatory time or straight time pay.

ARTICLE XXVIII POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

28.1 Employees whose service with the Farmington Police Department started during the following dates will have the corresponding amounts deducted from their bi-weekly wages and put into the MSRS Health Care Savings Plan.

START DATE

DEDUCTION

On or before 12/31/1994

\$ 25.00 per pay period

1/1/1995 to 6/30/1998

\$100.00 per pay period

7/1/1998 to present date

\$ 50.00 per pay period

ARTICLE XXIX LABOR MANAGEMENT COMMITTEE

The City and the Union will form a Labor/Management Committee for the express purpose of the exploration and possible development of a Paid Time Off (PTO) program. A signed memorandum of understanding would be required by both parties before any implementation of PTO.

ARTICLE XXX - WAIVER

30.1 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.

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

ARTICLE XXXI. DURATION

This AGREEMENT shall be in effect as of January 1, 2019 and shall remain in full force and effect until December 31, 2021.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this day of _____, 2019.

FOR THE CITY OF FARMINGTON:

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

City Administrator

Business Agent

Steward

Human Resources Director

Steward

Steward

APPENDIX "A"

2019 Wages (see attachment): A Cost of Living Adjustment of three percent (3.0%) effective January 1, 2019.

2020 Wages (see attachment): A Cost of Living Adjustment of three percent (3.0%) effective January 1, 2020.

2021 Wages (see attachment): A Cost of Living Adjustment of three percent (3.0%) effective January 1, 2021.

2. ADDITIONAL PAY FOR INVESTIGATOR AND SCHOOL LIAISON OFFICER:

- a) Investigator \$250.00 per month over base pay.
- b) School Liaison Officer \$250.00 per month over base pay.

3. LONGEVITY PAY

Longevity pay is based on a percentage of top patrol base pay and shall be as follows:

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

4. K-9 PAY

Employees assigned as a K-9 officer by the Employer and charged with the care of a canine will be compensated 30 minutes per day at one and one-half times the employee's regular rate of pay to care for the canine. This will be referred to as K-9 pay.

The officer will not receive any K-9 pay for days he/she is not caring for the canine (i.e. when the canine is kenneled).

**WAGE SCHEDULE FOR
2019 - 2021**

January 1, 2019

	ANNUAL WAGE	MONTHLY WAGE	HOURLY RATE	OVERTIME RATE
Start	\$ 60,679.35	\$ 5,056.61	\$ 29.17	\$ 43.76
After 6 months	\$ 64,247.64	\$ 5,353.97	\$ 30.89	\$ 46.33
After 1 year	\$ 67,813.78	\$ 5,651.15	\$ 32.60	\$ 48.90
After 2 years	\$ 74,950.33	\$ 6,245.86	\$ 36.03	\$ 54.05
After 3 years	\$ 82,084.74	\$ 6,840.40	\$ 39.46	\$ 59.20

January 1, 2020

Start	\$ 62,499.73	\$ 5,208.31	\$ 30.05	\$ 45.07
After 6 months	\$ 66,175.07	\$ 5,514.59	\$ 31.81	\$ 47.72
After 1 year	\$ 69,848.20	\$ 5,820.68	\$ 33.58	\$ 50.37
After 2 years	\$ 77,198.84	\$ 6,433.24	\$ 37.11	\$ 55.67
After 3 years	\$ 84,547.29	\$ 7,045.61	\$ 40.65	\$ 60.97

January 1, 2021

Start	\$ 64,374.72	\$ 5,364.56	\$ 30.95	\$ 46.42
After 6 months	\$ 68,160.32	\$ 5,680.03	\$ 32.77	\$ 49.15
After 1 year	\$ 71,943.64	\$ 5,995.30	\$ 34.59	\$ 51.88
After 2 years	\$ 79,514.81	\$ 6,626.23	\$ 38.23	\$ 57.34
After 3 years	\$ 87,083.70	\$ 7,256.98	\$ 41.87	\$ 62.80

APPENDIX B – COMPENSATORY TIME EXAMPLES

Compensatory Time Accrual and Usage Examples				
Year 1				
COMP. TIME:		Employee 1	Employee 2	Employee 3
Accrued by 7/1		30	80	60
Used:		20	40	60
Comp remaining		10	40	0
Accrued by 11/1		50	-	20
Comp balance		60	40	20
Payout		20	0	20
Roll over		40	40	0
Year 2				
Rollover pd at old rate		40	40	0
Accrued in year 2		80	80	80
Used in year 2:				
Old rate		40	40	0
New		60	40	40
Comp balance		20	40	40
Payout		0	40	0
Rollover		20	0	40