

**Between**

**And**

**Police Sergeants**

**January 1, 2021 through December 31, 2023**

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**(Waite Park Police Officer Employees)**

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**LABOR AGREEMENT**  
**Between**  
**THE CITY OF WAITE PARK**  
**And**  
**LELS**  
**Law Enforcement Labor Services, Inc**  
*(Waite Park Police Sergeants)*

**ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into effect January 1, 2021 between the City of Waite Park, hereinafter called the EMPLOYER, and the LELS-Law Enforcement Labor Services, Inc, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Waite Park. Both parties recognize this Agreement as a pledge of their dedication.

## **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the Exclusive Representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following bargaining unit:

*“All essential employees of the City of Waite Park Police Department, Waite Park, Minnesota, in the job classification of Police Sergeant, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.”*

- 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.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

## **ARTICLE 3. DEFINITIONS**

- 3.1 Union: LELS-Law Enforcement Labor Services, Inc.
- 3.2 Union Member: a member of the LELS-Law Enforcement Labor Services, Inc in the bargaining unit to which this Agreement applies.
- 3.3 Employees: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The City of Waite Park.
- 3.5 Department: The City of Waite Park Police Department.

- 3.6 Chief: The Chief of the City of Waite Park Police.
- 3.7 Union Officer: Officer elected or appointed by the LELS-Law Enforcement Labor Services, Inc.
- 3.8 Regular Employee: An employee who has one (1) year of continuous employment with the City of Waite Park Police Department.
- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: Work shifts, work breaks, staffing schedules, and the assignment of employees established by the Employer.
- 3.11 Rest Break: A period during the scheduled shift during which an employee remains on continual duty and is responsible for assigned duties.
- 3.12 Bargaining Unit position: A job classification included in the bargaining unit pursuant to Article 2 and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.

#### **ARTICLE 4. EMPLOYER SECURITY**

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

#### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, 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 inherent managerial functions not specifically limited by the Agreement.

#### **ARTICLE 6. UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of the 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 an employee from the bargaining unit to act as Steward and another employee to act as alternate Steward. The Union shall inform the employer in writing of the employees designated and of any changes in such designation.

- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 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.
- 6.5 The Employer agrees that on the employer's premises and without loss of pay, the Union Steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the Employer, their representative, Union officers or the Union Representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the employer's designated representative.
- 6.6 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the steward because of the performance of such duties.

#### **ARTICLE 7. PROBATION**

- 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union. Any time during probationary period an employee may be terminated by Employer.
- 7.2 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial period of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee.
- 7.3 Employees shall, during the probationary period, accumulate paid leave as provided by Article 15 and Article 16. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

#### **ARTICLE 8. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 8.1 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.
- 8.2 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 6.2 of this Agreement.

8.3 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 of 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.

8.4 Procedure. Grievance, as defined in 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 fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the Chief of Police as designated by the Employer. The Chief of Police will discuss and give an answer in writing to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing and shall set 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 fifteen (15) calendar days after the Chief of Police's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented in writing by the Union and discussed with the Step 2 representative, the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the City Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

**STEP 3.** A grievance unresolved in Step 2, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services.

**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 this 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 Public Employment Relations Board.

8.5 Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add or to 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 laws. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### 8.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the 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 the mutual agreement of the Employer and the Union in each step.

### **ARTICLE 9. SENIORITY**

9.1.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement.

Separate seniority lists shall be established for each classification which includes employees covered by this Agreement and each such list shall rank employees in order of highest to lowest seniority within the classification. The Employer shall concurrently post the seniority lists and deliver them to the Union Steward. Any employee of the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

9.2 For seniority purposes, length of service shall be based on compensated time, exclusive of overtime, computed on the basis of 2,080 hours per calendar year and starting from the most recent date of employment, re-employment or appointment to the employee's classification. Any employee who takes an employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced.

9.3 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within the Police Department shall retain seniority in their classification.

9.4 Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of lay-off and recall from lay-off. Lay-off shall be in

inverse order of seniority within each classification, provided that an employee who is to be laid off and who has previously served in a lower or equal pay grade by this Agreement may request to exercise seniority rights in such classification.

Recall from lay-off shall be in order by seniority within each classification, provided that a recalled employee must indicate their intention to return to work within fourteen (14) days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Any employee shall remain on the recall roster for two (2) years unless they fail to respond to recall notification. At the end of said two years, all employment and seniority rights shall terminate.

- 9.5 Senior qualified employees shall be given preference with regard to transfers and job classification assignments.
- 9.6 Senior qualified employees shall be given shift assignment preference as vacancies occur, including reimbursable police services.

#### **ARTICLE 10. DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in form of:
- A. Oral reprimand
  - B. Written reprimand
  - C. Suspension
  - D. Reduction
  - E. Discharge
- 10.2 Suspension, reduction and discharges will be in written form.
- 10.3 Written reprimands that are to become part of the 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 notices of suspension and discharge.
- 10.4 Written reprimands shall be removed from an employee's personnel file after four (4) years if not part of a continuing record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Discharges will be preceded by a five (5) day suspension without pay.
- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union Representative present at such questioning.
- 10.8 Grievances relating to this Article may be initiated by the Union in Step 3 or the grievance procedure under Article VII.



- 10.9 Choice of Remedy. An employee with a contract related grievance must select either the appropriate Civil Service procedure, the Grievance Procedure provided by this contract, or any remedy provided by federal law. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.
- 10.10 Nothing in this Agreement shall limit the City's right to terminate a non-permanent employee.
- 10.11 Nothing in this Agreement shall provide a non-permanent employee with a right to binding arbitration with regard to disciplinary action.

## **ARTICLE 11. LEGAL PROTECTION**

- 11.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States of the State of Minnesota.

## **ARTICLE 12. NORMAL WORKING HOURS AND OVERTIME**

- 12.1 Overtime shall be paid for any hours worked in excess of the normal work day. Overtime will be paid to an employee who works their scheduled day off.
- 12.2 Employees will be compensated at one and one-half (1 ½) times the base rate for hours worked in excess of the normal work day. Changes of shifts shall not qualify employees for overtime under this Article.
- 12.3 Overtime work will be distributed as equally as practicable, consistent with the functions of the department.
- 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 shall be calculated to the nearest fifteen (15) minutes.
- 12.6 Overtime accumulation may be accrued as compensatory time if requested by the employee. The maximum accumulation of compensatory time shall be forty (40) hours.
- A. Employees may carry over ten (10) hours into the following calendar year. Compensatory time in excess of the ten (10) hours carry over shall be paid to the employee at the applicable rate of pay. Any compensatory time balance as of the last pay period of the calendar year in which the pay date is the latest pay date of the calendar year shall be cashed out.
- 12.7 Standby Pay: An employee who is ordered to standby for court will be paid one (1) hour at time and one-half (1 ½) but must be approved by employee's supervisor prior to receiving the pay.
- 12.8 Notice of Cancellation: When called or subpoenaed to court and it is cancelled, Sergeants will be paid two (2) hours at time and one-half (1 ½) if notice is not given at least 24 hours prior to appearance time.

## **ARTICLE 13. CALL BACK – ON CALL**

- 13.1 An employee shall be credited with a minimum of two (2) hours at time and one-half (1 ½) in the following circumstances:
- A. An employee required to appear in court during scheduled off-duty time;
  - B. An employee called to duty during scheduled off-duty time to cover an emergency situation;
  - C. An employee who is off-duty but called back to duty by departmental order of subpoena to give testimony about events arising out of or action taken as an Essential non-Licensed employee.
- 13.2 The provision for a minimum time set forth in this Article shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.

**ARTICLE 14. HOLIDAYS**

14.1 An employee who is required to work the holiday shall be paid at time and one-half (1 ½) their regular rate of pay for all hours worked in addition to holiday at the straight time rate of pay for all hours.

14.2 An employee not working the Holiday shall receive an additional day off at the choice of the employee with the approval of the Chief of Police. The additional day off shall be paid at the rate of eight (8) hours per day. If you work the holiday and you work a 10-hour shift you will be paid ten (10) hours.

14.3	Holidays are defined as:	New Year’s Day	January 1
		Martin Luther Kind Day	Third Monday in January
		President’s Day	Third Monday in February
		Good Friday	Friday before Easter
		Memorial Day	Last Monday in May
		Independence Day	July 4
		Labor Day	First Monday in September
		Veteran’s Day	November 11
		Thanksgiving Day	Fourth Thursday in November
		Christmas Eve Day	December 24
		Christmas Day	December 25

14.4 When New Year’s Day, Independence Day, Veteran’s Day, Christmas Eve Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year’s Day, Independence Day, Veteran’s Day, Christmas Eve Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this sub-article, the calendar day of the holiday shall prevail.

14.5 Each employee shall be entitled to two (2) personal days to be taken at the employee’s discretion. Each personal day taken by an employee must be used in an increment equivalent to the length of the regularly assigned shift lengths of the employee at the time the day is taken.

14.6 An employee will be paid on the first payroll of December for any days off accrued pursuant to

14.2, but unused before December 1 of the respective year.

## **ARTICLE 15. SICK LEAVE**

15.1 Sick Leave shall be earned by permanent full-time employees according to the following schedule:

During the 1st year of employment – eighty (80) hours per year (no sick leave may be used until completion of four (4) months of service – then forty (40) hours of sick leave may be used as necessary until completion of one (1) year.)

After the 1<sup>st</sup> year of employment – one hundred twenty (120) hours per year accrued at a rate of 4.62 hours per bi-weekly pay period.

Sick leave benefits are paid if you cannot work for medical reasons because of personal illness, injury, pregnancy, or an immediate family illness (spouse, dependent children and stepchildren under age 21, and family members that you may have guardianship over.) For each day an employee cannot work because of these medical reasons, employees must use earned hours for sickness benefits.

15.2 Sick leave shall accrue on a monthly basis and may be taken as earned. Sick leave may be accumulated to a maximum of 1,200 hours payable upon retirement.

15.3 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.

15.4 Sick leave may be used for actual illness or injury of the employee, their legal quarantine, acute dental or medical treatment necessitating their legal quarantine, acute dental or medical treatment necessitating their absence.

15.5 To be eligible for sick leave payment, an employee must notify the department head or their designee prior to the starting time for their scheduled shift. This notice shall be waived if the employee could not reasonably comply with this requirement because of circumstances beyond their control.

Full-time employees, who have completed three (3) months of continuous service, may receive paid funeral leave as follows for the purpose of making arrangements and attending the funeral. Pay will be granted for those regularly scheduled workdays which occur between and including the day of death and the day of the funeral.

Three (3) days, not to exceed twenty-four (24) straight-time hours: Immediate family (spouse, children, parents, brothers, sisters, current parents-in-law), ward of employee household or current stepchildren.

One (1) day, not to exceed eight (8) straight-time hours: Close family (grandparents, grandchildren, current brother-in-law, current sister-in-law), or for employee selected to be pallbearer for a deceased employee of the City.

An employee shall be allowed to use one eight (8) hour day of sick leave for funeral of relative or friend not covered by the immediate family definition. Funeral leave time must be indicated as such on your timecard. You will not receive funeral pay when it duplicates pay received for any other reason. The City may request verification of the absence (i.e. death certificate, obituary notice) prior to granting funeral pay.

- 15.7 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the Employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.
- 15.8 Employees will be paid for their unused sick leave on the next regular payroll process following their anniversary date.
- 15.9 All accumulated sick leave will be paid upon the death of an employee if all of the following circumstances apply: (1) the Employee is an employee in this bargaining unit at the time of his or her death; (2) the death qualifies beneficiary(ies) in the employee's City-sponsored life insurance plan for benefits under the employee's City-sponsored life insurance plan; and (3) all legal requirements are otherwise satisfied.

**ARTICLE 16. VACATION**

- 16.1 All regular full-time employees shall be eligible for vacation leave benefits. Newly hired employees shall not be eligible to utilize vacation benefits until completing four (4) months of employment.
- 16.2 Each permanent employee shall be granted vacation according to the following schedule based on the employee's anniversary date:

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-5 years of service	80 hrs per year -3.08 hrs/pay period
6-10 years of service	120 hrs per year - 4.62 hrs/pay period
11-15 years of service	160 hrs per year - 6.16 hrs/pay period
16-20 years of service	200 hrs per year - 7.70 hrs/pay period
21-24 years of service	220 hrs per year - 8.46 hrs/pay period
25 years of service	240 hrs per year - 9.23 hrs/pay period

- 16.3 Vacation requests submitted shall be honored based on seniority. Employees with more than 200 hours of accumulated vacation time who desire paid time off that does not qualify for sick leave must use vacation time until the accumulated time is less than 200 hours.
- 16.4 Maximum vacation accumulation shall be equal to the number of hours earned in the preceding year plus hours earned to date in the current year.

16.5 Every permanent full-time employee shall be eligible to receive, upon separation from service for any reason, payment for unused vacation accumulated.

#### **ARTICLE 17. CLOTHING ALLOWANCE**

17.1 The Employer shall provide all equipment and clothing in accordance with past practice.

#### **ARTICLE 18. GROUP INSURANCE BENEFITS**

18.1 The City will pay up to \$1,175.00 for health insurance premiums for 2021, 2022, and 2023 for an Employee Single Plan.

The City will pay up to \$2,200.00 for health insurance premiums for 2021, 2022, and 2023 for an Employee Family Plan.

18.2 The Employer shall pay 100% of the group life insurance for the individual employees to a face amount as listed below:

\$50,000 – Employee

\$15,000 – Spouse

\$10,000 – Each Child

#### **ARTICLE 19. INJURY ON DUTY**

19.1 Effective for injuries occurring on or after January 1, 1988, the Employer shall grant full salary to an employee who is injured while on duty, through no fault of the employee, for ninety (90) days, provided a doctor's certificate is filed with the City stating that the employee is not able to return to work during the ninety (90) day period. The City may continue to grant such salary to an employee beyond the ninety (90) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of their injury on the job. The amount of Worker's Compensation being received shall be reported to the Employer and shall be credited against the amount paid by the City so that the aggregate of the two (2) shall equal the employee's regular salary.

19.2 The time used under this provision shall not be charged against the employee's regularly accrued sick leave time.

#### **ARTICLE 20. TRAINING EXPENSES**

20.1 The Employer agrees to pay expenses related to training as defined by the City's personnel policy.

20.2 The Employer shall pay for the cost of all required P.O.S.T. board license fees.

#### **ARTICLE 21. MILITARY LEAVE**

21.1 Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay, in accordance with state and federal law.

#### **ARTICLE 22. PAY PLAN**

22.1 Employees' shall be paid a base wage in accordance with the City of Waite Park's Pay Plan for

the applicable calendar year, which is attached to and incorporated into this Agreement and

*January 1, 2021	Implementation of Pay Plan *see attached
January 1, 2022	1.5% COLA
January 1, 2023	1.5% COLA

## 22.2 SHIFT DIFFERENTIAL.

A shift differential of seventy cents (\$.70) per hour shall be paid for any permanent shift hours worked between 7:00 p.m. and 7:00 a.m. This rate is not subject to overtime rates (i.e., an employee will not be paid time and one-half (1 ½) the shift differential rate or \$1.05 per hour for overtime hours.)

## 22.3 F.T.O. Differential

## **ARTICLE 23. SAFETY**

23.1 Employer and Employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that their work duties or responsibilities require such employee to be in a situation that violates federal and state safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

## **ARTICLE 24. FAMILY LEAVE**

### 24.1 Family Medical Leave Absence (FMLA)

- A. The purpose of the FMLA article is to provide eligible employees with a leave of absence for certain family and/or medical reasons. An eligible employee must have been employed by the City for at least twelve (12) months preceding the commencement of the family and/or medical leave.
- B. Eligible reasons for FMLA Leave:
  - 1. Birth of a child or placement of a child for adoption or foster care if taken within twelve (12) months of the child's birth or placement.
  - 2. Care of an immediate family member (spouse, child or parents) with a serious health condition. Caring for someone including psychological as well as physical care.
  - 3. When the Employee is unable to work because of a serious health concern.
- C. Serious Health Condition. A serious health condition is an illness, injury, impairment, physical or mental condition that involves either:

1. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with the inpatient care, or
2. Continuing treatment by a health care provider. Continuing treatment includes:
  - a. Absences of more than three (3) consecutive calendar days, and any subsequent treatment relating to the same condition.
  - b. Continuing medical treatment for chronic conditions such as asthma and diabetes.
  - c. Continuing medical treatment for conditions which require multiple treatments such as dialysis and chemotherapy, and
  - d. All absences due to pregnancy or prenatal care.

Note: In the absence of complications, routine treatments and short-term conditions ordinarily do not constitute a serious health condition.

- D. Notice Requirement. Thirty (30) days verbal or written notice is required if the leave is foreseeable. If thirty (30) days notice is not possible, as much notice as possible must be given.
- E. Effective on Health Insurance. The City will pay its share of the premiums for health care coverage it provides during the family or medical leave. It is the employee's responsibility to pay the employee's share of the premium. Arrangements for payment of the employee's portion of premiums must be made by the employee through the City prior to taking the leave. If the employee chooses to not return to work after the leave for reasons within the employee's control, the City may seek to recover any insurance premiums paid on the employee's behalf.
- F. Increments of Time. Family and medical leave may be taken in increments up to the full twelve (12) weeks and as small as one hour, depending on the circumstances.
- G. Use of Accrued Sick, Comp and Vacation Time. The twelve (12) weeks leave under the family and medical leave article consists of unpaid leave. An employee may elect to use vacation for any portion of the twelve (12) week period for the birth or adoption of a child, or for the serious health condition of a spouse or parent. When leave is required due to the serious health condition of an employee, the employee must use sick leave which has been accrued in excess of 30 days for any part of the twelve (12) week period. The sick leave used shall run concurrently with the FMLA leave. The employee may elect to use the remaining portion of their sick leave for other unpaid FMLA leave which is attributable to the serious health condition of the employee.
- H. Medical and fitness for Duty Certification. Certification by the employee's physician may be required for family and medical leave due to an employee's serious health condition or that of a child, parent of spouse.

- I. Fitness for Duty Certification. The City may require a medical certification attesting to the employee’s Fitness for Duty prior to a return to work. The Fitness for Duty report must be based on the particular health condition for which the leave was approved and must address whether the employee can perform the essential function of the job.

24.2 Parenting Leave

Employees who have worked for twelve (12) consecutive months and have an average of twenty (20) or more hours per week are entitled to six (6) weeks of unpaid parental leave in conjunction with the birth or adoption of their child. The parental leave must begin within six (6) weeks of the child’s birth or adoption, unless the child must stay in the hospital longer than the birthing parent, in which case, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee may use sick leave at their option for any period during parental leave.

Any leave taken under the parental leave policy qualifies as FMLA leave and will be charged against the FMLA entitlement.

The Employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to the commencement of the leave. Group insurance coverage will remain in effect during the leave, and the employee must make arrangements on payment of the insurance coverage before going on leave.

**ARTICLE 25. POST RETIREMENT HEALTH CARE SAVINGS PLAN**

25.1 Vacation, comp time and sick leave pay, per Article 15.3, will go into the Post-Retirement Health Care Savings Plan when retiring from the City of Waite Park.

25.2 The following percentage of gross wages will be put into the Plan:

0-9 yrs	2%
10 – 19 yrs	3%
20+ years	4%

**ARTICLE 26. ELECTRONIC COMMUNICATIONS**

26.1 The City agrees to pay three and one half (3.5) hours per pay period at straight time to recognize communication via electronic means during otherwise scheduled off duty hours. This is calculated as twenty-six (26) pay periods per calendar year. –

**ARTICLE 28. DURATION**

28.1 This Agreement shall be effective as of January 1, 2021 except as herein noted and shall remain in full force and effect until December 31, 2023. Wages shall be effective on the applicable dates as indicated in Article 22 above.

**ARTICLE 29. WAIVER**

29.1 The Agreement represents the complete Agreement between the Union and the employer.



In witness thereof, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE CITY OF WAITE PARK**

**FOR THE LAW ENFORCEMENT  
LABOR SERVICES**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
City Administrator-Clerk-Treasurer

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_