

**LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.**

(POLICE OFFICERS – Local #190)

January 1, ~~2016-2019~~ – December 31, ~~2018~~2021

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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, ~~2016-2019~~ – December 31, ~~2018-2021~~ between the City of Marshall, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

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 on terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all licensed peace officers as defined in Bureau of Mediation Services Case No. 94-PCE-1004 dated February 8, 1994.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEES: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Marshall Police Department.
- 3.5 EMPLOYER: The City of Marshall.
- 3.6 DIRECTOR: The Director of Public Safety of the City of Marshall Police Department.

- 3.7 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an averaged forty (40) hour work week or the employees scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- a) Full-time employee
 - b) Part-time employee - a designated work period
- 3.10 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 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; to hire, promote, transfer, and assign Employee(s); to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); and to perform such other inherent managerial functions as set forth in the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.
- 4.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right,

prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.1 The EMPLOYER shall deduct, from the wages of an employees who authorizes such a deduction in writing, an amount necessary to cover monthly UNION dues or other fees. Such monies shall be remitted as directed by the UNION.
- 5.2 The UNION 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. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 Union 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 Sect. 5.2 of this AGREEMENT.

6.3 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.

6.4 Procedure:

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2

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

Step 3

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

Step 3A

If desired by the Union, the Union may submit a written or electronic request to the Employer-designated Step 3 representative to mediate the grievance. The grievance shall be mediated if agreed to by both parties. A grievance not resolved in Step 3A within ten (10) calendar days following the Employer-designated representative's written refusal to mediate or completion of mediation as designated by the mediator may be appealed to Step 4. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 or Step 3A 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 consistent with the rules established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the

EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

6.7 Choice of Remedy:

If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 - 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 is made 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 written request of either party.

ARTICLE 8 – PROBATION

- 8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees who are original hires, or rehires following separation, shall serve a probationary period of 2,080 hours of compensated service excluding overtime. Licensed peace officers who are promoted, reassigned or transferred shall complete a six (6)-month probationary period. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union.
- 8.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer without just cause being required or such discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Articles 20 and 21. Leaves of absence shall not be permitted during the probationary period, except as required by law.

ARTICLE 9 - 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 EMPLOYER on the basis of time in grade and time within specific classifications.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.

ARTICLE 10 - 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; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees and the UNION shall receive a copy of written reprimands, suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands and notices of suspension and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

ARTICLE 11 - WORK SCHEDULES

The normal work year for full-time employees is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a) Hours worked on assigned shifts;
- b) Assigned training; and
- c) Authorized leave time.

ARTICLE 12 - WAGES

12.1 The wages for employees are listed in Appendix A.

12.2 ~~Effective January 1, 2013, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional twenty-five (\$0.25) cents per hour for actual hours worked.~~ Effective January 1, 2014, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional thirty (\$0.30) cents for actual hours worked. Effective the first day of the first full pay period following ratification, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional fifty cents (\$0.50) for actual hours worked.

12.3 ~~Effective January 1, 2013, employees who are assigned to the role of Field Training Officer will be paid an additional seventy-five (\$.75) cents per hour for actual hours worked in this role.~~ Effective January 1, 2014, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar (\$1.00) per hour for actual hours worked in this role. Effective the first day of the first full pay period following ratification, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar and twenty-five cents (\$1.25) per hour for actual hours worked in this role.

ARTICLE 13 - OVERTIME

13.1 Employees will be compensated at one and one-half (1-1/2) times the employees regular base pay rate for hours worked in excess of the employees scheduled shift or an averaged forty (40) hour work week. Changes of shifts do not qualify an employee for overtime under this ARTICLE.

13.2 Overtime will be distributed as equally as practicable.

13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

13.4 Overtime will be calculated to the nearest fifteen (15) minutes.

- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees will be allowed to accumulate up to a maximum of ~~fifty forty-five~~ (4550) hours of compensatory time.

ARTICLE 14- COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employees base pay rate or for time worked whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the two (2) hour minimum. The Employer will attempt to notify an employee of cancellation as soon as is practicable.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours' pay or for time worked whichever is greater at one and one-half (1-1/2) 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 16 - INSURANCE

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other City employees in ~~2016~~2019, ~~2017~~2020, and ~~2018~~2021.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other City employees in ~~2016~~2019, ~~2017~~2020, and ~~2018~~2021.

ARTICLE 17 - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Refer to Appendix B for the Equipment List. Personal items destroyed or damaged in the line of duty will be repaired/replaced on a reasonable cost basis. The Employer will pay no more than \$150 to repair/replace footwear.

ARTICLE 18 - NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 19 - PART-TIME EMPLOYEE BENEFITS

Part-time employees who have completed the required one year probationary period and who are regularly scheduled to work thirty hours or more per week shall receive pro-rata benefits under this Agreement.

ARTICLE 20 - VACATION

20.1 Full-time employees shall earn vacation at the following rates:

<u>Years of Service</u>	<u>Hours per Year</u>
0 to 5 years	80 hours
5 to 10 years	120 hours
10 to 15 years	144 hours
15 to 20 years	160 hours
20+ years	200 hours

~~Employees may not use accumulated vacation until completion of six (6) months of continuous employment.~~

20.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

20.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

ARTICLE 21 - SICK LEAVE

21.1 Full-time employees hired prior to January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave.

Full-time employees hired after January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status up to an additional 240 hours for a combined maximum of 1200 hours. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave

21.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6th and 21st of the month will receive 4 hours of sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.

21.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury or disability, the necessity for medical, dental, or chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a step child, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives, the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave will be granted in accordance with Minnesota law.

An employee's use of accrued sick leave and/or safety leave benefits for an adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

21.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their

normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.

21.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave as follows:

- | | | |
|----|--------------------------------|--------------------------|
| a. | after five years of service | 20% of unused sick leave |
| b. | after ten years of service | 30% of unused sick leave |
| c. | after fifteen years of service | 40% of unused sick leave |
| d. | after twenty years of service | 50% of unused sick leave |

ARTICLE 22 - SEVERANCE PAY

22.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:

- a) the employee terminates employment in good standing with the City; or
- b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
- c) in the event of the death of the employee.

The employee or his/her estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

22.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.

ARTICLE 23- HOLIDAYS

23.1 The following eleven (11) days are paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
Presidents' Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Employees will be granted two (8) hour floating holidays on a pro-rata basis during a calendar year to be scheduled with permission of the employees designated supervisor

and may not be carried over from one year to the next.

23.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay or eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor ~~within thirty (30) days of the holiday~~ at the employee's regular hourly rate of pay. If the holiday hours are not used within the calendar year in which they were accrued, the hours shall be paid out in the first payroll check in December of that calendar year. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

23.3 Employees on an unpaid leave of absence on the holiday will not receive holiday pay specified in this Article.

ARTICLE 24 - JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employees regular rate of pay and the amount paid for jury duty less mileage.

ARTICLE 25 - LEAVES OF ABSENCE

Employees will be provided leaves of absence with and/or without pay as required by law, including, but not limited to: Family and Medical Leave Act, Parental Leave Act, and Women's Economic Security Act. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

ARTICLE 26 – FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, step-siblings, brothers and sisters-in-law, son/daughter in-law, mother, father, parents-in-law, grandchildren, grandparents, and grandparents-in-law. The Chief of Police may authorize a maximum of three (3) consecutive working days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

ARTICLE 27 - POST LICENSE FEE

The Employer shall pay up to ninety dollars (\$90.00) for the police officers POST license fee every three years.

ARTICLE 28 - WAIVER

27.1 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.

27.2 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 29 - DURATION

This AGREEMENT shall be effective as of January 1, ~~2016~~2019 and shall remain in full force and effect until the 31st of December ~~2018~~2021.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Robert J. Byrnes, Mayor

Business Agent

~~Jane DeVries~~Kyle Box, City Clerk

Union Steward

Date

Union Steward

Date

APPENDIX A

CITY OF MARSHALL HOURLY WAGE SCHEDULE

Wage Schedule, effective January 1, 2016 – December 31, 2016

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$24.88	\$26.54	\$28.19	\$29.85	\$31.51	\$33.17
Detective	\$24.88	\$26.54	\$28.19	\$29.85	\$31.51	\$33.17
Police Officer	\$22.73	\$24.24	\$25.76	\$27.27	\$28.79	\$30.30

Wage Schedule, effective January 1, 2017 – December 31, 2017

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$25.63	\$27.34	\$29.04	\$30.75	\$32.46	\$34.17
Detective	\$25.63	\$27.34	\$29.04	\$30.75	\$32.46	\$34.17
Police Officer	\$23.41	\$24.97	\$26.53	\$28.09	\$29.65	\$31.21

Wage Schedule, effective January 1, 2018 – December 31, 2018

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$26.46	\$28.22	\$29.99	\$31.75	\$33.52	\$35.28
Detective	\$26.46	\$28.22	\$29.99	\$31.75	\$33.52	\$35.28
Police Officer	\$24.17	\$25.78	\$27.39	\$29.00	\$30.61	\$32.22

2019—2.0% General Wage Increase; plus \$0.40 Market Adjustment added to each step

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>27.39</u>	<u>29.19</u>	<u>30.99</u>	<u>32.79</u>	<u>34.59</u>	<u>36.39</u>
<u>Police Detective</u>	<u>27.39</u>	<u>29.19</u>	<u>30.99</u>	<u>32.79</u>	<u>34.59</u>	<u>36.39</u>
<u>Police Officer</u>	<u>25.05</u>	<u>26.69</u>	<u>28.33</u>	<u>29.97</u>	<u>31.62</u>	<u>33.26</u>

2020—3.25% General Wage Increase

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>28.18</u>	<u>30.06</u>	<u>31.93</u>	<u>33.81</u>	<u>35.69</u>	<u>37.57</u>
<u>Police Detective</u>	<u>28.18</u>	<u>30.06</u>	<u>31.93</u>	<u>33.81</u>	<u>35.69</u>	<u>37.57</u>
<u>Police Officer</u>	<u>25.76</u>	<u>27.47</u>	<u>29.19</u>	<u>30.91</u>	<u>32.62</u>	<u>34.34</u>

2021—3.25% General Wage Increase

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>29.09</u>	<u>31.03</u>	<u>32.97</u>	<u>34.91</u>	<u>36.85</u>	<u>38.79</u>
<u>Police Detective</u>	<u>29.09</u>	<u>31.03</u>	<u>32.97</u>	<u>34.91</u>	<u>36.85</u>	<u>38.79</u>

<u>Police Officer</u>	<u>26.60</u>	<u>28.37</u>	<u>30.14</u>	<u>31.91</u>	<u>33.69</u>	<u>35.46</u>
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APPENDIX B

Equipment List for Full-Time Patrol Officer

Uniform Hat	1	Duty Holster	1
		Up to \$50, additional borne by officer.	
Hat Rain Cover	1	Citation Book Holder	1
Winter - Fur Hat	1	Policy Book	1
Summer Uniform Shirts	3	Business Card	1
Winter Uniform Shirts	3	Tie	1
Uniform Pants	3	Cartridge Magazine Pouches	1
All Season Jacket	1	Duty Ammo	1
Badge - Hat	1	Glove Pouch	1
Badge - Uniform	2	Portable Radio, Charger, Accessories	1
Pair Collar Brass - Small	1	Pair White Gloves	1
Pair Collar Brass - Large	1	Mace	1
Individual Name Tag	2	Mace Holder	1
"Serving Since" Service Bar	1	Key Holder	1
Key Set – Office, Evidence Locker	1	Flash Light Holder	1
Body Armor/Carrier	1	Stinger Light with Charger w/holder	1
Duty Belt	1	Duty Holster (new hires only)	1
Belt Keepers	4	Weapon (new hires only)	1
Handcuffs w/2 Keys	1	Rain Jacket	1
Handcuff Case	1	Taser Holster	1
Blood Resistant Gloves	1	Approved Footwear	1
		(Maximum City Cost of \$150.00)	

Additional Equipment List for Detectives

Blazer	1	Pair of Coveralls	1
Belt Clip Badge Holder	1	Dress Pants	3
		Dress Shirts	3