

MEMORANDUM OF AGREEMENT

**Between the City of St. Francis and
LELS Union Local 319**

(Vacation and Severance Language)

This Memorandum of Agreement is entered into between Law Enforcement Labor Services Local No. 319 the (hereafter “Union”) and the City of St. Francis, MN, (hereafter “City”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for certain police officers working for the City; and

WHEREAS, the City has approved modifying the vacation time and employee severance provisions for the general benefit-earning non-union employees of the City to be effective on December 31st, 2023 as part of an update to the City’s existing Personnel Policy Handbook; and

WHEREAS, the Union has requested, and the City has agreed, to add the following vacation and employee severance provisions as noted below in order to bring the collective bargaining agreement into conformity with the updated Personnel Policy Handbook; and

NOW, THEREFORE, the parties have agreed to amend Section 14 (Vacation) and Section 17 (Severance) to bring its language into conformity with the City’s current Personnel Policy Handbook:

14.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the maximum of 220 hours. ~~lesser of 180 hours or one and one half (1½) times the employee's annual vacation allowance. Any time beyond the lesser of 180 hours or one and one half (1½) times the annual vacation allowance will be lost.~~

14.3 Vacation time for full-time employees shall be earned and credited during each two (2) week pay period. Employees shall accrue vacation time at the following rates:

| <u>Years of Service</u> | <u>Days/Year</u> | <u>Hrs/Pay Period</u> | <u>Max Accumulation</u> |
|-------------------------|------------------|-----------------------|-------------------------|
| 0-5 | 10 | 3.077 | 120 |
| 6-10 | 15 | 4.615 | 180 |
| 11 | 16 | 4.923 | 180 |
| 12 | 17 | 5.231 | 180 |
| 13 | 18 | 5.538 | 180 |
| 14 | 19 | 5.846 | 180 |
| 15+ | 20 | 6.154 | 180 |

| <u>Years of Service</u> | <u>Hours of Vacation/Year</u> | <u>Hrs/Pay Period</u> | <u>Max Accumulation</u> |
|-------------------------|-----------------------------------|-----------------------|-------------------------|
| <u>0-2</u> | <u>80</u> | <u>3.077</u> | <u>120 Hours</u> |

17 years or more of service 80% of accrued sick leave

Good standing is defined as the Employee providing the required notice of resignation and voluntary resigning reasons other than in anticipation of discharge. In those cases, in which an Employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and determination of eligibility shall be within the discretion of the Employer.

The parties agree that this Memorandum of Agreement is effective as of January 1, 2024, and remains in effect for the duration of the current (2022-2024) collective bargaining agreement.

The remainder of the current collective bargaining agreement for 2022-2024 is not impacted by this agreement and shall remain in full force and effect.

The parties recognize that this shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the City of St. Francis:

For the Union:

Dated _____

Dated _____