

LABOR AGREEMENT

between

THE CITY OF ST. FRANCIS

and

**LAW ENFORCEMENT
LABOR SERVICES, INC.**

**Representing
POLICE OFFICERS**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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LABOR AGREEMENT
between
THE CITY OF ST. FRANCIS
and
LAW ENFORCEMENT LABOR SERVICES, INC.

This Agreement is entered into by and between the City of St. Francis, hereinafter called the “Employer” and the Law Enforcement Labor Services, Inc., hereinafter called the “Union.” This Agreement shall apply to only full-time employees.

ARTICLE I.
PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment; and
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the Agreement

The Employer and the Union, through this Agreement continue their dedication to the highest quality police protection for the citizens of St. Francis. Both parties recognize this Agreement as pledge of this dedication.

ARTICLE II.
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the employees of the City of St. Francis, in the unit of:

"All essential employees of the St. Francis Police Department, St. Francis, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14, excluding supervisory and confidential employees."

ARTICLE III.
UNION SECURITY

- 3.1 The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are members of the Union and who request in writing to have their regular monthly Union dues checked off and remit to the appropriate designated officer of the Union.
- 3.2 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 provisions of this Article.

- 3.3 The Union may designate one (1) employee from the bargaining unit to act as steward and one (1) employee to act as alternate and shall inform the Employer in writing of such choice.

**ARTICLE IV.
NO STRIKE**

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.
- 4.2 In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE V.
GRIEVANCE PROCEDURE**

- 5.1 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.
- 5.2 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 6.2 of this Agreement.
- 5.3 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 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.

5.4 Procedure. Grievances, as defined in Section 5.1, 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 in 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 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.** 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 answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. 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 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 the "Rules Governing the Arbitration of Grievances" established by the State of Minnesota Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota State Statutes Section 626.892, as amended.

5.5 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 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.

5.6 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 take 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.

5.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 5 or another appeal procedure, and shall sign

a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 5. Except that 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 VI. MANAGEMENT RIGHTS

- 6.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal policies and work rules. The prerogatives or authority which the Employer has not official abridged, delegated or modified by this Agreement are retained by the Employer.
- 6.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 6.3 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 VII. NON-DISCRIMINATION

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, national origin, marital status, status with regard to public assistance, disability, known relationship or association with an individual who has a disability, age or religion. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans With Disabilities Act.

**ARTICLE VIII.
SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall be continued in full force and effect. The voided provisions shall be renegotiated at the request of either party.

**ARTICLE IX.
SICK LEAVE**

- 9.1 All employees in the bargaining unit shall accumulate sick leave at the rate of one (1) working day, based on their regularly scheduled hours per shift, each calendar month of full-time service. Less than full-time employees shall receive sick leave on a pro-rated basis. Sick leave may be accumulated to a maximum of four hundred ninety-six (496) hours. Any accumulation over four hundred (400) hours shall be placed in the sick leave bank to be used for personal illness or family illness allowed by state statute. Sick leave shall be charged in one (1) hour increments.
- 9.2 Sick leave shall be granted for absence from duty because of illness, injury or legal quarantine of the employee or minor child. In addition, sick leave may be used in the following instances:
- a. An employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, stepchild, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury except that leaves due to illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no more than 160 hours in any 12-month period.
 - b. An employee may also use sick leave for safety leave for such reasonable periods of time as may be necessary up to 160 hours in any 12 month period. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.
- 9.3 In order to be eligible for sick leave with pay, an employee must:

- A. Report to the Chief of Police the reason for the absence by 8:00 a.m. or if the employee is not on a day shift at least two hours prior to the start of the shift.
 - B. Keep the Chief of Police informed of his/her condition.
 - C. Submit a medical certification if the absence is more than three (3) days if required by the Chief of Police.
- 9.4 An employee who has been unable to work for a period of time because of illness or accident may be required, before being permitted to return to work, to provide medical evidence that he/she is again able to perform all significant duties of his/her job in a competent manner and without hazard to the employee or others. All medical evidence must be supplied by a certified physician approved by the Employer.
- 9.5 Claiming sick leave when the employee or immediate family members are not ill or suffering from accident may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination of employment. The Employee must notify the Chief of Police of his/her need for leave at the earliest possible moment and before the start of his/her scheduled working hours. Failure to notify the Chief may result in payroll deduction for such time taken.
- 9.6 In the event an employee is absent for three (3) consecutive working days without authorized leave, he/she shall be deemed to have voluntarily resigned. If the Employee can show to the satisfaction of the Employer that his/her absence or failure to report for work was due to an emergency beyond the Employee's control the Employer may permit his/her reinstatement. Employees who are absent without authority leave for periods of less than three (3) consecutive working days will be subject to disciplinary action.

**ARTICLE X.
JURY DUTY**

All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid his/her regular salary by the City, with the understanding that upon the completion of his/her jury duty, he/she shall exhibit the jury check to the Chief of Police and that amount of such check, less the amount included for traveling expenses, shall be deducted from the employee's next regular pay check.

**ARTICLE XI.
LEAVES OF ABSENCE**

The City Council, in its sole discretion, may grant any regular employee a leave of absence without pay for a period not to exceed ninety days. Such leave may be extended to a maximum period of one year where the City Council, in its sole discretion, believes extraordinary circumstances warrant such extension. No vacation or sick leave shall accrue during a leave of

absence without pay.

ARTICLE XII. HOURS OF WORK

- 12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The Employer reserves the right to establish work schedules without regard to unusual or traditional practices. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work schedules. These schedules shall be posted on the first day of each month period to the scheduled month, (example: October schedule to be posted September 1st).
- 12.2 All hours worked in excess of 160 hours in a 28-day work cycle shall be compensated for with pay at the rate of time and one-half regular salary. For the purpose of this section, vacation, sick leave and holiday bank time used shall be considered as time worked. For any employee called in to work other than during the scheduled work shift, a minimum of two (2) hours pay shall be granted at the rate of one and one-half (1½) times at their base rate of pay.
- 12.3 Court time. An employee who is required to appear in Court during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. Effective the date of ratification of the agreement by both parties, an employee shall receive two (2) hours of stand-by pay at straight time if court is canceled without a minimum of 24 hours' notice and the employee is on scheduled off duty time. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hours minimum court time or cancellation time. Said payment is subject to appropriate verification.
- 12.4 Except as limited by Section 12.1 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 12.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- 12.6 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 12.7 Employees will not lose existing accrued compensatory time off and may use this accrued compensatory time off on the same basis as under the prior collective bargaining

agreement.

**ARTICLE XIII.
HOLIDAYS**

13.1 The following days are established holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	
Independence Day	Christmas Eve Day (½ Day)
Labor Day	Christmas Day

13.2 Employees will be annually credited with a holiday bank of 100 hours on January 1 of the applicable year. This holiday bank will be administered as follows:

- a. Employees may request to utilize the hours in the holiday bank subject to the City's discretion on whether such request may be granted consistent with the needs of the department.
- b. Holiday banked hours that are not used by December 31 of the applicable year will be cashed out and paid to the employee on the last pay period for the applicable year.
- c. Holiday banked hours taken will be considered time worked for purposes of calculating an employee's eligibility for overtime pursuant to Section 12.2 of this Agreement.
- d. In the event that an employee leaves during the year, the City will identify which of the Holidays in Section 13.1 have occurred prior to the separation date. Each holiday that has occurred will be multiplied by eight (8) hours to establish the prorated Holiday bank. In the event that the separating officer has utilized fewer hours than this pro-rated Holiday bank, the officer will receive compensation for the balance of hours in the bank. In the event that the separating officer has utilized more hours than this pro-rated Holiday bank, the officer's final check will be reduced to reflect the negative balance of hours in the bank.

13.3 Employees will receive one and one-half times their regular hourly rate for all hours actually worked on a Holiday.

- a. These hours will be considered hours worked for purposes of calculating overtime eligibility.

b. There will be no pyramiding or inclusion of Holiday hours worked for compensation purposes. Specifically, no other premium or supplemental pay will apply for the hours actually worked on the holiday except for the Shift Differential and FTO pay (if applicable) as outlined in Appendix A.

c. For purposes of this Section, the designated holiday will be defined as any shift that starts on an actual holiday. The entire shift will be considered holiday hours.

13.4 The parties agree that the provisions of Minn. Stat. Sec. 181.9447, Subd. 1 clause 4 are waived and not applicable to the members of this bargaining unit.

**ARTICLE XIV.
VACATIONS**

14.1 An employee shall be entitled in each calendar year to an annual vacation with full pay to be taken at such time as the Chief of Police shall designate. Vacation may be accumulated during the probationary period, but may not be used until the probationary period has been completed.

14.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the 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.

For the 2025-2027 contract period: an employee may designate up to (2025 - 40 hours; 2026 - 60 hours; 2027 - 60 hours) up to the current cap of 220 hours no later than December 15th of each year the amount of hours that will go into their HCSP fund at the end of the year. Funds will be transferred to the HCSP in the beginning of following year. Example: 2025 hours transfer in January 2026.

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

Part-time employees shall receive vacation on a pro-rated basis (weeks worked divided by 52).

- 14.4 Prior to April 1st of each year, the Chief will consult all employees eligible for vacations. From such consultations, the Chief will establish working and vacation schedules with first consideration given to the efficient operation of the Department and second to the wishes of the employees as to vacation time. Senior employees shall be given vacation request preference provided that such vacation request is made prior to April 1st of each year. Any requests for vacation after April 1st of each year shall be on a first come, first served basis. Employees may use vacation days in blocks of eight (8), ten (10), or twelve (12) hours (depending upon the length of the normal shift assignment) with approval of the Chief of Police.

ARTICLE XV. FUNERAL LEAVE

An employee may take up to a maximum of three (3) paid days for the death of a spouse, child, step child, father, mother, step parent, spouse's mother or father, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild and such time shall not be charged to sick or vacation time. The Police Chief, in his or her sole discretion, may allow an Employee to take additional sick leave to attend a funeral. The City may ask the employee to provide verification that he or she attended the funeral.

ARTICLE XVI. DISCIPLINE

- 16.1 For the purpose of this Article, an employee shall be any regular police officer having successfully completed his or her probationary period.
- 16.2 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;
 - E. Discharge.
- 16.3 Suspensions, demotions or discharges will be in written form.
- 16.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.

- 16.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 16.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure.

**ARTICLE XVII.
WAGE RATE**

- 17.1 The pay rates applicable to personnel covered by this Agreement are set forth on Appendix “A”, entitled “Pay Plan”, attached hereto and hereby made part of this Agreement.

Employees shall be placed at their appropriate level on the salary plan commensurate with their years of experience with the St. Francis Police Department. Employees who receive an acceptable performance review and are not at the top of the salary range shall be eligible for step movement on the anniversary date of employment.

- 17.2 Uniforms. The Employer will provide an initial set of uniforms for new employees. The uniform will consist of:

- | | |
|---------------------------------------|---------------------------------|
| 3 - pants | 1 - jacket - winter weight |
| 3 - long sleeve shirts | 1 - j jacket - summer weight |
| 3 - short sleeve shirts | 1 - cap badge |
| 1 - winter hat | 2 - large insignia collar brass |
| 1 - summer hat | 2 - small insignia collar brass |
| 2 - ties | 1 - shirt badge |
| 2 - name plates | 1 - jacket badge |
| 1 - rain coat | 1 - pair of boots |
| 1 - bullet proof vest (every 5 years) | |

Thereafter, each employee (except employees who have been employed by the Police Department less than one year) shall have a uniform allowance up to \$700 annually to replace worn or damaged items listed above or leather items worn while working. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared by the Police Chief. The Police Chief or designee will then order the article and charge the amount against the Employee's uniform allowance. The Police Chief may not deny a properly submitted uniform request unless the request would exceed the allowance or if the request covered an article of clothing that is not listed above or does not replace an existing accessory. Employees terminating from the Police Department for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance or the leather

replacement for items initially furnished by the employee.

Personnel such as the Investigator authorized to work in plain clothes rather than the standard police department uniform may use the annual clothing allowance of seven hundred dollars \$700 payable at the beginning of the fiscal year to purchase professional work attire, provided the employee is actually employed and in working status at the beginning of each applicable fiscal year.

- 17.3 Employees of this Department shall receive the same health and life insurance and, except as otherwise provided in this agreement, other pension and welfare benefits and dollar amount as is extended to the nonunion City of St. Francis employees. In the event this amount is increased during the term of this Agreement for the City's nonunion employees, the increase or additional pension or welfare benefit shall also apply to members of this bargaining unit.

In the event that the City is required to amend its insurance reimbursement program in order to meet the requirements of the Affordable Care Act, either party may request to reopen the contract on the limited issue of health insurance. Such reopener request shall be in writing and dated.

- 17.3.5 Members of the bargaining unit will be covered by the statutory paid leave program effective January 1, 2026. The City will pay the fifty percent (50%) premium required by Minn. Stat. Sec. 268B.14 and the employee will pay 50% of the premium.
- 17.4 The City of St. Francis will provide a professional liability insurance policy, customarily referred to as false arrest insurance, for each police officer at a cost provided by the City.
- 17.5 When an employee resigns employment he/she will provide the department with a minimum of two weeks' notice unless another notice period has been stipulated by the department. Employees who terminate by giving the required notice and who leave for reasons other than anticipated termination for cause, will receive severance pay equal to fifty percent (50%) of his or her accumulated and unused sick leave at time of termination. This amount shall be calculated at Employee's regular rate of pay on the date of his or her termination. In no event shall this severance payment exceed an amount equal to fifty days paid at the Employee's regular rate of pay at the time of termination. 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 a determination of eligibility shall be within the discretion of the Employer.
- 17.6 Postretirement Health Care Savings Plan: The City has implemented the MSRS Health Care Savings Plan (HCSP). This Plan is subject to the requirements and restrictions of Minnesota Statutes Section 352.98. Generally stated, it allows employees the

opportunity to save money on a pre-tax basis to pay for medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose from several different investment options provided by the State Board of Investments. Assets in the program will accumulate tax-free.

Full time regular employees will have a portion of their unused Sick Leave converted to the MSRS Health Care Plan pursuant to the following restrictions:

- 1) The Employee shall have at least eighteen (18) months of service with the City.
- 2) The City shall convert 50% of the employees unused Sick Leave over 400 hours at the end of each calendar year to the Employees MSRS Health Care Savings Plan. The remaining 50% balance of hours over 400 is lost. (The City reserves the right to amend the percentage amount every two years depending on the available City resources.

Effective January 1, 2012, the City will contribute an amount equal to one percent (1%) of the employee's wage to the employee's existing Health Care Savings Plan. Effective January 1, 2013, the City will contribute an additional amount equal to one percent (1%) of the employee's wage to the employee's existing Health Care Savings Plan.

- 17.7 Employees terminating employment under honorable conditions after eighteen (18) months of continuous employment will receive severance pay which shall be computed at his/her regular rate of pay at the time of severance and shall amount to fifty percent (50%) of the accumulated sick leave balance. This amount will be placed into the employee's Health Care Savings Plan provided that the employee meets the eligibility requirements of Section 17.6 (requiring eighteen (18) months of service) at the conversion rate established by the City Council pursuant to section 17.6. The employee is not eligible to receive the 50% balance of accumulated sick leave.
- 17.8 The City hereby agrees to purchase one bullet-proof vest for each Police Officer, and provide maintenance of the outer shell of the vest as provided for under the State reimbursement program, with the understanding that the vest purchased will be agreed upon by the Union Steward and the Police Chief. The City will replace bullet proof vests every five years. The City agrees to provide one additional carrier per office beyond regular replacement.
- 17.9 The probationary period shall be twelve (12) months or two thousand eighty (2,080) hours or Post Board certification, whichever is later. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.

ARTICLE XVIII. SENIORITY

18.1 For the purposes of layoffs and recall, seniority is defined as an Employee's most recent period of continuous service with the Department.

- 18.2 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.
- 18.3 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.
- 18.4 In the event of layoff, the Employee shall notify the Union Steward 30 days prior to layoff.
- 18.5 Seniority shall terminate upon:
- A. Discharge
 - B. Voluntary quitting
 - C. Layoff for a period of one (1) year or more
 - D. Failure of the employee to accept and report for work within one (1) week after notification of his/her recall
 - E. The employee obtaining a leave of absence by false or misleading statements
- 18.6 Shift rotation shall be selected on the basis of seniority.

**ARTICLE XIX.
COMPLETE AGREEMENT**

- 19.1 This Agreement constitutes the complete and total collective bargaining agreement between the parties and shall prevail between the Employer and the Union with respect to wages, hours of work and other conditions of employment and shall supersede all previous and current practices not contained herein.
- 19.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 19.3 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and

attached to all executed copies of this Agreement.

**ARTICLE XX.
DURATION**

This Agreement shall be in full force and effect from January 1, 2025 through December 31, 7, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2027, or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

FOR THE CITY OF ST. FRANCIS

LAW ENFORCEMENT LABOR
SERVICES, INC.

Mayor

Business Agent

City Administrator

Steward

Police Chief

APPENDIX A

2025 - 9% market adjustment / 3% Cola

2026 - 4% market adjustment / 3% Cola

2027 - 3% Cola

Police
Officers

Year	Increase	Step	1	2	3	4	5	6
	Market	Cola						
2024			\$ 30.82	\$ 32.57	\$ 34.40	\$ 36.38	\$ 38.46	\$ 40.71
2025	9%	3%	\$ 34.60	\$ 36.57	\$ 38.62	\$ 40.84	\$ 43.18	\$ 45.71
2026	4%	3%	\$ 37.06	\$ 39.17	\$ 41.37	\$ 43.75	\$ 46.25	\$ 48.96
2027		3%	\$ 38.17	\$ 40.35	\$ 42.61	\$ 45.06	\$ 47.64	\$ 50.43

All amounts are subject to rounding. In the event of a rounding difference between these amounts and payroll, payroll shall govern.

Supplement Pay:

- A. School Liaison - An employee assigned to school liaison duties shall receive an additional one dollar (\$1.00) per hour for time worked in that capacity. The application of school liaison pay shall apply only during the regular school year, not during the summer term, and shall not apply on those days that schools are closed for holidays or otherwise.
- B. Investigator - An employee assigned to serve as investigator shall receive an additional one dollar (\$3.00) per hour for time worked in that capacity.
- C. Shift Differential - Any officer who works a shift that begins before 6:00 a.m. or ends after 6:00 p.m. shall be entitled to receive night differential pay for the entire shift, provided, however, that the officer must work a minimum of four (4) hours of the shift between 6:00 p.m. and 6:00 a.m. Night differential pay shall be one dollar (\$1.00) per hour.

- D. FTO - Employees assigned to conduct field training for new employees shall receive 2 hours pay for each 8, 10, or 12 hours of Field Training Officer duties.

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