

**LABOR AGREEMENT**

**BETWEEN THE**

**CITY OF WINONA, MINNESOTA**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 75)**

**POLICE OFFICERS**

**FOR**

**JANUARY 1, 2008**

**THROUGH**

**DECEMBER 31, 2009**



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**CITY OF WINONA, MINNESOTA  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL NO. 75)  
Police Officers**

This AGREEMENT is entered into by and between the City of Winona, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter referred to as the UNION.

**ARTICLE 1 – PURPOSE OF AGREEMENT**

Pursuant to Minnesota Statutes, Chapter 179A et. seq., this collective bargaining agreement is entered into in order to achieve and maintain harmonious relationships between the EMPLOYER and the UNION, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper conditions of wages, hours, and other conditions of employment.

**ARTICLE 2 - DEFINITIONS**

The terms set forth below shall be defined as follows:

Section 2.1. Union: Law Enforcement Labor Services, Inc.

Section 2.2. Union Members: A member of Law Enforcement Labor Services, Inc., (Local No. 75).

Section 2.3. Employee: A person occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Section 2.4. Department: The City of Winona Police Department.

Section 2.5. EMPLOYER: The City of Winona.

Section 2.6. Chief: The Chief of the City of Winona Police Department.

Section 2.7. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 75).

**ARTICLE 3 - RECOGNITION**

Section 3.1. The EMPLOYER recognizes Law Enforcement Labor Services, Inc., St. Paul, Minnesota, as the exclusive representative of all essential employees of the Winona Police Department who are public employees under Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

Section 3.2. A change in the exclusive representative for the bargaining unit covered by this AGREEMENT shall not reduce the EMPLOYER's obligation to honor the terms of this

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AGREEMENT. The successor labor organization shall assume all responsibilities under the AGREEMENT assigned to the current exclusive representative.

**ARTICLE 4 - PAYROLL DEDUCTIONS**

Section 4.1. The EMPLOYER agrees to deduct from the wages of employees, who authorize such deduction in writing, dues and collective bargaining fees established by the Union and any amount of "fair share" contribution as authorized by law.

Section 4.2. The Union agrees to indemnify, save, 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 this Article 4.

**ARTICLE 5 - DISCRIMINATION**

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

**ARTICLE 6 - RIGHTS, PRIVILEGES, AND WORKING CONDITIONS**

All written rights, privileges and working conditions, other than those protected under ARTICLE 7 - EMPLOYER RIGHTS, enjoyed by the employees at the present time which are not included in this AGREEMENT shall remain in full force and effect, unchanged in any manner, during the term of this AGREEMENT unless changed by mutual consent of the EMPLOYER and the UNION, or such rights and/or privileges are altered by virtue of State or Federal legislation. If such rights and/or privileges are altered by enactment of State or Federal legislation, such changes shall supersede applicable provisions of this AGREEMENT.

1. The UNION agrees that its members shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.
2. Rules and regulations in effect and not inconsistent with the terms of this AGREEMENT as of the date of this AGREEMENT, shall become part of this AGREEMENT. New rules, or changes in rules, other than those covered under Management Rights, shall be instituted only through mutual consent during the term of this AGREEMENT of the EMPLOYER and the UNION.

**ARTICLE 7 - EMPLOYER RIGHTS**

Section 7.1. 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

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structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

Section 7.2. Any term or condition of employment not explicitly established by this AGREEMENT shall remain with the EMPLOYER to establish, modify or eliminate.

**ARTICLE 8 - REGULAR COMPENSATION**

Section 8.1. Police Officers - Upon entrance to the Police Department, Annual Salaries and Base Rates are as listed below:

<b>2008 (3%)</b>	A	B	C	D	E	F
Eff. 1/1/2008	(Start)	(6 Months)	(18 Months)	(30 Months)	(42 Months)	(54 Months)
Annual	\$ 44,406.61	\$ 47,539.15	\$ 51,183.56	\$ 52,743.28	\$ 54,223.38	\$ 55,036.72
Base Rate	\$ 21.35	\$ 22.86	\$ 24.61	\$ 25.36	\$ 26.07	\$ 26.46
Investigator (6% above top Police Officer)						

<b>2009 (2.75%)</b>	A	B	C	D	E	F
Eff. 1/1/2009	(Start)	(6 Months)	(18 Months)	(30 Months)	(42 Months)	(54 Months)
Annual	\$ 45,627.79	\$ 48,846.47	\$ 52,591.11	\$ 54,193.72	\$ 55,714.52	\$ 56,550.23
Base Rate	\$ 21.94	\$ 23.48	\$ 25.28	\$ 26.05	\$ 26.79	\$ 27.19
Investigator (6% above top Police Officer)						

Persons occupying the Police Officer position for which the regular compensation is less than that of Step F, shall move to the next higher step on their annual anniversary date. Annual anniversary raises commence twelve months after the first six-month raise.

The EMPLOYER will generally attempt to hire new employees at the probationary or initial level on the salary schedule. If a new hire has prior experience as a police officer the EMPLOYER may start the new hire on the schedule at a place commensurate with that experience. If an employee is hired at Step B or higher, the employee will move to the next higher step on his or her anniversary date.

The probationary period of a police officer upon entrance to the Police Department shall be one (1) year. A six-month salary step will be given to those employees hired at Step A and not terminated upon completion of six months service.

Section 8.2. Investigators – The Annual Salary and Base Rate for the Investigator position shall be equal to a wage differential of 6% above Police Officer at Step F, as listed below:

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<b>2008</b>	<b>Effective</b>	
<b>1/1/2008</b>		
Annual Salary		\$ 58,338.92
Base Rate		\$ 28.05

<b>2009</b>	<b>Effective</b>	
<b>1/1/2009</b>		
Annual Salary		\$ 59,943.25
Base Rate		\$ 28.82

Section 8.3. Evidence Technician – The annual compensation for the Evidence Technician position shall be \$1,200 above that of a Police Officer at Step F, with an Annual Salary and Base Rate, as listed below:

<b>2008</b>	<b>Effective</b>	
<b>1/1/2008</b>		
Annual Salary		\$ 56,236.72
Base Rate		\$ 27.04

<b>2009</b>	<b>Effective</b>	
<b>1/1/2009</b>		
Annual Salary		\$ 57,750.23
Base Rate		\$ 27.76

Section 8.4. Annual salaries for employees covered by this Labor Agreement shall be divided into equal parts and distributed to employees bi-weekly on the EMPLOYER's designated pay dates as the employee's regular straight-time compensation for all straight-time hours worked.

Section 8.5. The Base Rate referenced above shall be equal to the Annual Salary divided by 2080. The Base Rate described in this article shall be used only for purposes of calculating any premium pay to which an officer is entitled pursuant to Article 11 (interrupted meal breaks), Article 12 (overtime), Article 13 (compensatory time and field training officer pay), Article 14 (call back), Article 15 (court appearances), Article 16 (off-duty employment), Article 17 (payment for unused sick leave), Article 20 (jury duty), Article 22 (holiday pay), and Article 28 (payment for unused vacation). The Base Rate shall have no application aside from payment for the additional compensation due employees as described in this paragraph.

**ARTICLE 9 – SHIFT DIFFERENTIAL**

In addition to an employee's regular compensation as provided in Article 8, a fifty cent (\$.50) per hour shift differential shall be paid to officers each pay period for those regularly scheduled hours worked between the hours of 6:30 p.m. and 6:30 a.m.

**ARTICLE 10 - LONGEVITY**

Section 10.1. The longevity computed shall be based upon years of service accumulated as of December 1 and shall be paid in a lump-sum within ten (10) calendar days after December 1st.

After 5 years	1% of gross annual wage
After 10 years	2% of gross annual wage
After 15 years	3% of gross annual wage
After 20 years	4% of gross annual wage

Section 10.2. Increases in payments are contingent on an employee's satisfactory performance. Employees adjudged by their supervisor to be performing unsatisfactorily will not be granted any increase in longevity pay based on the above schedule until the employee's performance is adjudged to be satisfactory.

**ARTICLE 11 – HOURS OF WORK**

Section 11.1. The normal work year for Patrol Officers during the term of this Agreement shall be the number of scheduled six on three off, 8.5 hour work shifts in a calendar year. The normal work year shall be accounted for by each employee through:

- hours worked on assigned shifts;
- authorized paid leave time; and
- assigned training.

Section 11.2. The normal work year for officers working a 40-hour week during the term of this Agreement, shall approximate 2080 hours.

Section 11.3. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

Section 11.4. Full-time employees assigned to patrol duties shall receive one-half hour of interruptible paid meal break time and two fifteen minute interruptible rest break periods during each full shift worked. Employees are subject to call during these periods.

Section 11.5. Full-time employees assigned to other than patrol duties shall receive a one-half hour interruptible unpaid meal break and two paid fifteen minute interruptible rest break periods during each full shift worked.

Section 11.6. Employees interrupted during their meal break by a call to duty shall be paid for any additional time worked at one and one-half (1 ½) times the employee's Base Rate, as defined in Article 8.

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**ARTICLE 12 - OVERTIME**

Employees shall be compensated for each hour worked in excess of the employee's regularly scheduled work shift at a rate equal to one and one-half (1 ½) times the employee's Base Rate of pay as defined in Article 8. For purposes of calculating overtime compensation under the terms of this Agreement, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

**ARTICLE 13 - COMPENSATORY TIME**

Section 13.1. Employees may take compensatory time in lieu of overtime pay at the mutual agreement of the employee and the EMPLOYER to a maximum of one-hundred and eighty (180) hours accumulation.

Section 13.2. Employees assigned by the EMPLOYER to Field Training Officer duties and responsibilities will be compensated with compensatory time at a rate of 1.5 hours for each 8.5 hour shift with a trainee. That translates to 2 ¼ hours of time per shift.

Section 13.3. Employees assigned by the EMPLOYER as instructors for mandatory firearm, use of force, defensive driving or active shooter training will be compensated with compensatory time at a rate of one and one-half (1 ½) hours for each 8.5 hour shift of instruction. That translates to 2 ¼ hours of time per shift.

**ARTICLE 14 – CALL BACK TIME**

Employees called to duty during their scheduled off-duty time shall be paid at the rate of one and one-half (1 ½) times their Base Rate, as defined in Article 8, for a minimum of two (2) hours.

**ARTICLE 15 – COURT TIME**

An employee required to appear in court as a result of the employee's job duties during the employee's off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's Base Rate, as defined in Article 8. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum. If an employee is scheduled to appear in court and a cancellation occurs after 4:00 p.m. on the business day prior to the court appearance, the employee shall receive the two (2) hour minimum.

**ARTICLE 16 - OFF-DUTY EMPLOYMENT**

Section 16.1. All off-duty employment shall be reported to the Police Chief and approval requested from the City Manager. Approval will only be given for work which will not

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otherwise interfere with the EMPLOYER's scheduling of an officer or the employee's primary duty as an officer, and which will not affect the employee's efficiency or effectiveness as an officer.

Section 16.2. Off-duty employment as a police officer (wearing the uniform and badge of the Winona Police Department) shall be channeled through the City payroll. Employers will be billed by the City for at least one and one-half (1 ½) times the employee's Base Rate, as defined in Article 8.

**ARTICLE 17 - SICK LEAVE**

Section 17.1. Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service, up to a maximum of 960 hours. For those employees that have accumulated 960 sick leave hours, 96 hours per contract year will be allowed additional over 960 hours, to a maximum of 1056 hours. Accounting of hours used will be as of December 31st, 50% of any accumulated hours over 960 hours will then be converted to vacation hours.

Section 17.2. Working hours only shall be counted when using sick leave. Employees shall receive their current rate of pay when using accumulated sick leave.

Section 17.3. Sick leave will be granted for a bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. For a period over 8 ½ or 8 hours, second day of sick leave, a written report by a doctor may, at the City Manager's discretion, be requested.

Section 17.4. When an employee is eligible for Worker's Compensation payment, he may supplement these payments with a pro-rated portion of his sick leave so that the combination of the two will equal his regular pay. If he should exhaust his accumulated sick leave, he will receive Worker's Compensation payments only, except as provided in Section 17.5. The City agrees to pay the difference between Worker's Compensation and the employee's total wages for 240 duty hours from date of work related injury. The difference will not be charged to sick leave if the employee will be eligible or is receiving Worker's Compensation.

Section 17.5. In the event of injury or illness on the part of an employee governed hereby shall extend beyond his then accumulated sick leave, additional sick leave may be granted toward time to be accumulated by said employee and the amount thereof to be chargeable toward unearned sick leave shall be discretionary with the City Manager subject to the grievance procedure.

Section 17.6. Sick leave may also be used in case of serious illness in the immediate family requiring the employee's attendance, and shall be for actual time required but not to exceed 24 hours or for patrol shift 25 ½ hours. This time will be charged against the employee's sick leave account. Immediate family shall mean employee's spouse, children, parents, brothers,

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sisters, grandparents, and spouse's parents, brothers, and sisters. Scheduled doctor and dentist visits are not be considered as serious illness. Approval may be obtained from the Department Head, if extenuating circumstances exist.

Section 17.7. Employees using earned sick leave shall be considered in a working status for the purpose of accumulating additional vacation leave or sick leave. Only hours which an employee would normally have worked will be charged against their sick leave account.

Section 17.8. Absence without pay shall be granted for absence due to pregnancy as required by applicable law.

Section 17.9. All employees whose dates of hire were on or after January 1, 2008, shall participate in the EMPLOYER-designated Post Employment Health Care Savings Plan (HCSP) as contained in applicable policy of the EMPLOYER. A maximum of one-third (1/3) of an employee's unused accumulated sick leave will be credited to the employee's HCSP upon death, retirement or resignation of an employee who has five (5) or more years of continuous employment with the City. In converting unused accumulated sick leave as provided herein, the employee's Base Rate, as defined in Article 8, at the time of death, retirement, or resignation shall be used.

Section 17.10. An employee whose date of hire was before January 1, 2008 and who has five (5) or more years of continuous employment with the City shall be allowed to disperse unused accumulated sick leave by choosing one of the following options:

1. Upon death, retirement, or resignation, the employee may receive a maximum of one-third (1/3) of unused accumulated sick leave in cash; or
2. Employees retiring and eligible to receive a pension from a State of Minnesota public employees pension program shall have the option to apply 100% of their unused accumulated sick leave toward the payment of health insurance premiums in accordance with applicable federal and state law and regulations regarding group health insurance for retired employees. Premiums for continued participation of a retiree in the group health insurance plan sponsored by the EMPLOYER for active employees, following the effective date of the employee's retirement, shall be paid entirely by the retired employee and drawn at the true annual premium rates applicable to the retiree. Use of unused accumulated sick leave for the purpose stated herein may continue until such time that the account has been depleted. Under this option, the employee will not be eligible for cash payments.

The employee's choice of one of the above options shall be irrevocable. In converting unused sick leave to cash payments or establishing escrow accounts, the employee's Base Rate, as defined in Article 8, at the time of death, retirement, or resignation shall be used.

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Section 17.11. When possible, or when required by the Family and Medical Leave Act, for an extended period of sick leave, an employee shall submit a sick leave request for approval by the Department Head and City Manager which request shall be on such forms as shall be provided by the City and no payment shall be made by the Finance Officer beyond current pay period unless an approved sick leave form is on file.

Section 17.12. Employees returning from an absence without pay shall work at least 90 calendar days in order to receive severance benefits at new rate of pay.

Section 17.13. Probationary employees shall be retroactively credited with sick leave upon successful completion of the employee's probationary period. During his or her probationary period, the employee shall be permitted to take sick leave; provided, however, that such sick leave shall be repaid to the EMPLOYER if the employee is terminated prior to the completion of the probationary period.

**ARTICLE 18 - FUNERAL LEAVE**

Section 18.1. An employee shall be granted three (3) working days leave in the event of a death in his immediate family, immediate family as listed in the sick leave clause. The three days leave will not be charged to the sick leave account.

Section 18.2. If a pallbearer, or if a funeral of a relative other than stated in Section 17.6 of AGREEMENT, and if funeral occurs within four (4) hours prior to the shift, during the shift, or within 4 hours after the shift, the employee shall be granted leave for that 8 or 8 ½ hour shift, and it shall be charged to sick leave.

Section 18.3. All funeral leave will be requested by submitting the proper form to the Department Head for approval.

**ARTICLE 19 - LEAVE OF ABSENCE**

Section 19.1. An employee may request a leave of absence without pay. Such request is subject to approval by the City Manager. The City Manager's decision is final.

Section 19.2. Employees returning from an absence without pay shall work at least 90 calendar days in order to receive severance benefits at new rate of pay.

**ARTICLE 20 - JURY DUTY**

Section 20.1. All employees shall receive an automatic paid leave of absence when called for jury duty not charged to vacation or sick leave. Any remuneration received while serving on

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jury duty during duty hours shall be paid to the City. If a portion of jury duty is on a union member's off-duty hours, the union member shall retain such portion.

Section 20.2. Officers required to testify in court as witnesses for civil cases as a result of the employee's job duties with the City shall be paid their regular salary while on duty and time and one-half (1 ½) their Base Rate, as defined in Article 8, if not on duty. Officers shall only be paid if they are called as witnesses for a case that they witnessed while on duty. The City shall reimburse for all costs for cases heard out of town. The witness fee or any other reimbursement shall be turned over to the City by the officers.

**ARTICLE 21 - MILITARY LEAVE**

Section 21.1. Permanent full-time employees shall be entitled to military leave of absence as now or hereafter authorized by state or federal Law to participate in National Guard or Reserve Training. During such leave there shall be no loss of seniority, sick leave or vacation rights. The employee shall be paid his regular pay while on such leave not to exceed 15 calendar days per year. Military leave in excess of 15 calendar days shall be without pay.

Section 21.2. Leave of absence without pay for military service in time of war, national or state emergency, as proclaimed by the proper Federal or State Authorities, with reinstatement at the expiration of such leave as now or hereafter authorized by law.

Section 21.3. Request for military leave must be submitted to the Department Head and approved by the City Manager and a copy of Military Orders must be attached.

**ARTICLE 22 - HOLIDAYS**

Section 22.1. All employees required to work on any or all of the holidays shall receive sixteen (16) hours of cash or compensatory time, at their option at the Base Rate of pay in addition to their regular pay for the payroll period.

Section 22.2. Holidays include:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 22.3. For those employees whose job classification or job assignment regularly schedules them for a Monday through Friday, 40-hour workweek, the day after Thanksgiving Day will be a holiday. Columbus Day shall be a regular work day.

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Section 22.4. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Sunday, the following day shall be considered the holiday. If the above four holidays fall on Saturday, the preceding Friday shall be the holiday, provided, however, that the foregoing does not apply to shift workers who shall receive the holiday as it actually occurs.

**ARTICLE 23 - MERIT BOARD**

The Merit Board Rules, adopted by the City of Winona, Minnesota, as amended, are hereby adopted. Administrative regulations issued pursuant to said Merit Board Rules shall be considered subject to review through the Grievance Procedure in the same effect as the terms of this AGREEMENT relating to wages, hours, working conditions, etc.

**ARTICLE 24 - SHIFTS**

Section 24.1. The current procedure of scheduling shifts, with days referred to as 6 days on 3 days off, and Permanent shift hours of 6:30 a.m. - 3:00 p.m., 2:30 p.m. - 11:00 p.m., and 10:30 p.m. - 7:00 a.m., and supplemental shift hours of 6:30 p.m. - 3:00 a.m., shall remain in effect for police officers assigned to the patrol division, and shall remain in effect for the term of this AGREEMENT. Any proposed change, if not found to be acceptable by members of the UNION, shall be subject to review in accordance with the grievance procedure herein established. The foregoing agreement shall become invalid if, as a result of State or Federal legislation, such shift arrangements must be altered. Persons assigned to shifts shall be by seniority. No shift will be rotated during the term of this AGREEMENT.

Section 24.2. Shift schedule for other department assignments or positions to be determined by the Chief of Police in the best interest of the Department. Said shift assignments shall not exceed an average of forty (40) hours per week (subject to the grievance procedure).

**ARTICLE 25 - UNIFORM ALLOWANCE**

Section 25.1. Newly hired police officers will be provided an initial issue of uniforms as provided in departmental policy. Initial issue shall remain the property of the EMPLOYER until the employee is eligible to receive the uniform allowance provided for in this Article.

Section 25.2. Newly hired police officers will be reimbursed up to a maximum of five hundred (\$500.00) dollars for the purchase of an EMPLOYER approved firearm. Upon termination of employment the firearm or the reimbursed amount will be returned to the EMPLOYER until the Employee is eligible for the uniform allowance provided for in this Article.

Section 25.3. Employees who have completed two (2) consecutive years of service, as of January 1, 2008, will receive the sum of \$800.00 for calendar year 2008, and as of January 1, 2009, will receive the sum of \$800.00 for calendar year 2009, for uniforms and upkeep of uniforms. Officers will purchase uniforms in accordance with departmental policy. The City

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may, with 120 days notice to the Union, change the uniform style or color. Notwithstanding the other provisions of this paragraph, in the event the City decides to change the uniform style or color, the City shall pay 100% of the new uniform for the first year in which such change is implemented.

Section 25.4. Before receiving the uniform allowance, employees must elect to choose one of the following two options with respect to payment of their uniform allowance: (1) the employee may elect to receive the uniform allowance in quarterly payments; or (2) the employee may participate in a voucher system, whereby the employee will purchase work clothing and turn in receipts for reimbursement and any money remaining in the employee's account will be reimbursed in the last check of the year.

**ARTICLE 26 - INSURANCE COVERAGE**

Section 26.1. For 2008 and 2009, the EMPLOYER will contribute to each employee participating in the Union-designated insurance plan, \$360.00 per month for employees selecting single coverage and \$1,009.00 per month for employees selecting dependent coverage, or an amount equal to that established for any other City of Winona employees, whichever is greater. Notwithstanding the foregoing, in no event shall the City's contribution to the Union-designated insurance plan exceed the total monthly premium payment for an employee participating in the Union-designated insurance plan.

Section 26.2. Coverage for the above union-designated insurance plan will be extended with the group, as allowed by the applicable insurance carrier, for those police officers retiring or drawing pension, at the employee's expense or until covered by another employer. The EMPLOYER will comply with state and federal law regarding any employee who retires on pension and makes a written request to stay in the group health insurance plan sponsored by the EMPLOYER for active employees. The retired Employee shall pay the full premium cost for any coverage provided to the retired Employee through the EMPLOYER.

Section 26.3. The EMPLOYER will provide all full-time employees covered by this Agreement life insurance policies in the amount of \$10,000.00.

Section 26.4. The City shall continue false arrest coverage on all police officers.

**ARTICLE 27 - VACANCIES/PROMOTIONS**

Section 27.1. The probationary period of a police officer upon entrance to the department shall be one year. A six-month salary step will be given those employees not terminated upon completion of six months service.

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Section 27.2. Filling of all vacancies is to be in accordance with the rules and regulations set forth by City Personnel or Merit Board regulations. In order to be promoted an employee shall have served at least one year at the next lowest rank.

**ARTICLE 28 - VACATIONS**

Section 28.1. All full-time employees shall be eligible for an annual paid vacation pursuant to the following schedule:

Start of employment through 4 years	80 hours per year
Start of Year 5 through 15 years	120 hours per year
Start of Year 16 through 20 years	160 hours per year
Start of Year 21 and thereafter	200 hours per year

Section 28.2. Vacation leave may be taken as earned. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half years. The amount of vacation is determined by years of service on the employee's anniversary date in a calendar year. Vacation shall accrue on a bi-weekly basis.

Section 28.3. Any employee with more than one year of service who leaves the employment of the City by resignation in good standing, retirement or death, shall be paid for his unused vacation time which has accrued. In computing pay or entitlement, the length of service shall be based on the anniversary date the employee commenced employment. Such payment for vacation shall be at the employee's Base Rate, as defined by Article 8.

Section 28.4. The City shall not deny a Police Officer (per shift) to be on vacation for vacations in excess of 5 days - provided that the vacation has been requested and approved two months in advance. Vacation requests shall be approved or denied by the Department Head within five days after being submitted to the Shift Commander.

Section 28.5. Vacation leave shall not be waived for purpose of receiving double pay.

**ARTICLE 29 - BREAKS AND/OR REST PERIODS**

Employees shall be allowed 15 minutes in their first four (4) hours of work period and 15 minutes in their second four (4) hours of work period for rest periods or coffee breaks. Rest periods and coffee breaks are not to be taken in conjunction with lunch periods.

**ARTICLE 30 - RESIDENCE**

Because of the mobility of population and the transportation facilities available, employees shall reside within easy access to the City. The City and the bargaining unit mutually agree that a time span of thirty (30) minutes from the residence to the place of work, obeying legal speed limits, under normal weather and street conditions, shall be defined as "easy access".

**ARTICLE 31 - RESIGNATION**

Two weeks shall constitute proper notice for an employee who is planning to resign in good standing. Upon retirement, thirty (30) days notice is required. Upon termination from the Department all seniority rights are forfeited.

**ARTICLE 32 - FIREARM QUALIFICATIONS**

Section 32.1. Each police officer will be given a total of up to 600 rounds of ammunition during the calendar year to be used for City approved qualification practice shoots or returned to the City. Each police officer may request to draw these rounds in any number up to 200 at any one time during the calendar year. Each shift commander, or division commander, will keep a minimum of 400 rounds on hand at all times. Each shift, or division commander, will maintain an accurate ammunition record, recording the dates, and amounts of each issue to each officer under their command. Each officer will sign for each issue of ammunition and will be responsible for returning the expended brass to the shift or division commander before a new issue is made.

Section 32.2. The 268 rounds (67 x 4), necessary for the four controlled shoots, will be provided by the department, and will not be considered part of the officer's 600 rounds yearly allotment.

**ARTICLE 33 - UNION MEETINGS**

Section 33.1. The UNION shall have available at reasonable times facilities for the purpose of conducting union meetings and business and for the posting of bulletins or other information. The place of such meeting shall be at the discretion of the City Manager so long as the same shall not interfere with the ordinary and orderly conduct of UNION business.

Section 33.2. The UNION will be allowed 17 hours to attend union seminars or meetings with pay during the period of this AGREEMENT. Up to four (4) employees (on duty) will be paid for

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time of negotiations, sessions to be mutually agreed upon by the EMPLOYER and the UNION. Off-duty employees shall not be paid for this time.

Section 33.3. No union work other than negotiations shall be performed on City time, equipment may be used by off-duty personnel, but material, if used, would be paid for the UNION. One exception is that the union secretary may type notice of union meeting on City time. Reasonable time for necessary union talk shall be granted the union president and one other union member, if not responding to a call or detail.

Section 33.4. Up to 34 hours without pay will be allowed for attendance at Union functions.

**ARTICLE 34 - DISCIPLINE**

Section 34.1. The EMPLOYER will discipline for cause only. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion, or
- e. Discharge

Section 34.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The UNION shall be provided with a copy of each such notice.

Section 34.3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimand and/or notices. Written reprimands will be purged from the employee's personnel file and be of no effect two (2) years after the date of which the employee acknowledged the reprimand.

Section 34.4. 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.

Section 34.5. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

Section 34.6. Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

**ARTICLE 35- GRIEVANCE PROCEDURE**

Section 35.1. 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.

Section 35.2. EMPLOYEE REPRESENTATIVES. The EMPLOYER will recognize the UNION-Representatives designated by the employees 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 representatives and of their successors when so designated.

Section 35.3. 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 the UNION-Representative shall be allowed a reasonable amount of time, without loss in pay when a grievance is investigated and presented pursuant to this Article during normal working hours, provided 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.

Section 35.4. PROCEDURE. Grievances 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 or within twenty-one (21) calendar days after, through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance, 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, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final Step 1 answer. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days of the date of the EMPLOYER's Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the Chief of Police and/or the EMPLOYER-designated Step 2 representative. The Chief and/or EMPLOYER-designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after the Step 2

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grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following Chief's and/or the EMPLOYER's Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days of the date of the EMPLOYER's Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager and/or the City Manager's designated Step 3 representative. The City Manager or the designated representative shall give the Union the EMPLOYER's answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of the date of the EMPLOYER's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of the date of the EMPLOYER's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A. A grievance unresolved in Step 3 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

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, Minnesota Statutes, Chapter 179A, as amended, and in accordance with the rules and regulations established by the State of Minnesota Bureau of Mediation Services.

Section 35.5. ARBITRATOR'S AUTHORITY. 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.

The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses of 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

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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.

Section 35.6. 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 mutual agreement of the EMPLOYER and the UNION.

Section 35.7. 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 this Article or a procedure such as, Civil Service, Veteran's Preference, or Human Rights, or by the grievant instituting an action in federal or state court, with a state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article.

**ARTICLE 36 - GOOD FAITH**

Both parties agree to cooperate to insure good faith fulfillment of this AGREEMENT.

**ARTICLE 37 - SAVINGS CLAUSE**

If any provision of this AGREEMENT, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

**ARTICLE 38 - LICENSE FEE**

The City shall provide the required licensing fee as set forth by the Police Officer's Standards and Training Board.

**ARTICLE 39 - PART-TIME BENEFITS**

Section 39.1. Part-time employees regularly scheduled to work more than fourteen (14) but less than twenty (20) hours per week shall receive no benefits under this Agreement.

Section 39.2. Part-time employees regularly scheduled to work more than twenty (20) hours per week shall receive pro-rata benefits under this Agreement except for health insurance. Health

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insurance benefits for part-time employees shall be determined by the contract between the City and its insurance carrier(s).

**ARTICLE 40 - DURATION OF AGREEMENT**

This AGREEMENT shall be effective as of January 1, 2008, through December 31, 2009, during which time it shall remain in full force and effect. The EMPLOYER agrees to implement the terms of this AGREEMENT in the form of a resolution, and shall make every reasonable effort to propose and secure the enactment of any law, ordinance or charter amendment which may be necessary to effectuate the terms and intent hereof.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF WINONA, MINNESOTA

LAW ENFORCEMENT LABOR SERVICES, INC.  
ST. PAUL, MINNESOTA

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
L.E.L.S. Business Agent

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Union President/Steward

4/22/08  
\_\_\_\_\_  
Date

04 11 - 2008  
\_\_\_\_\_  
Date

APPENDIX A  
DEPARTMENT TRAINING

Section A.1. The City and the police union agree to the following training program:

Section A.2. The City shall make an extended effort to make the distribution of school assignments as equitable as possible. The department shall maintain a list of schools or classes the officers have attended, and a list of schools or classes available. Unless not in the best interest of the City and the union, the department shall provide first choice to go to the officers that have the lowest attendance time as assigned on-duty schools or classes. On-duty school attendance time will be figured from January 1, 1979.

Section A.3. Unless directed to attend, the officers shall be asked if they wish to attend, under the same conditions as before; that is, if an officer wishes to attend, and the schools covers any days off, the officer can agree to change days off, so that they will not be lost.

Section A.4. Any classes or training required by law, or closely associated to or pertaining to, the nature of certain officers' job functions, shall have priority in assignments. All on-duty school assignments must have approval of the Chief of Police. Officers attending schools out of town will not be compensated for travel time.

Section A.5. Union members shall be provided the opportunity to attend as an on-duty assignment, as many schools as the budget and work schedule allows. It is recognized that the department has no control over the schools that are offered, nor does the department know far in advance what will be available. All officers shall be urged to attend some of the classes or training held at the LEC Building, on their own time.

Section A.6. Some POST creditable hours training may be made available, in the department, that should be attended by on-duty personnel. It is recognized that it would be foolish to turn down any training opportunities. An effort shall be made, however, when possible and practical, to provide the same training at different hours of the day to cover all shifts.

Section A.7. Unless the City changes its present Incentive Plan, the City shall approve, for increment points, any job related training or classes attended on the officers' own time, to the maximum amount. The City shall continue with the present plan of providing one-half of any tuition cost for approved classes attended by officers on their own time. Any requests for increment points must be submitted and approved in advance.

Section A.8. As long as Region 10 makes training classes available in the LEC, the City shall financially participate, and shall pay for increment points for the officers attending on their own time, to the maximum amount. If, within the future, Region 10 training that is now being conducted in the Winona LEC is discontinued, the City will make an extended effort to have training brought into the LEC that is comparable to Region 10 training in quality and financial costs.

Section A.9. The training program shall be subject to the grievance procedure.