

AGREEMENT

BETWEEN

THE CITY OF WINONA, MINNESOTA

AND

WINONA POLICE DEPARTMENT SERGEANTS

**LAW ENFORCEMENT LABOR SERVICES
LOCAL 261**

JANUARY 1, 2010 - DECEMBER 31, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PURPOSE OF AGREEMENT.....	1
2	DEFINITIONS	1
3	RECOGNITION	2
4	EMPLOYER RIGHTS	2
5	SICK LEAVE.....	2
6	FUNERAL LEAVE	4
7	LEAVE OF ABSENCE	4
8	JURY DUTY.....	4
9	HOLIDAYS.....	5
10	MERIT BOARD.....	5
11	SHIFTS.....	5
12	CLOTHING ALLOWANCE.....	6
13	INSURANCE COVERAGE	7
14	VACANCIES	7
15	VACATIONS	7
16	LONGEVITY	8
17	RESIDENCE.....	8
18	RESIGNATION.....	8
19	MEETINGS.....	8
20	DISCIPLINE.....	9
21	GRIEVANCE PROCEDURE - EMPLOYEE RIGHTS	9
22	COURT TIME	12
23	CALL BACK TIME	12
24	SAVINGS CLAUSE	12
25	WAIVER	13
26	DURATION.....	13
	APPENDIX A - COMPENSATION	14
	LETTER OF UNDERSTANDING - SERGEANT IN CHARGE	16

**POLICE SERGEANTS, LELS
2010 CONTRACT**

**AGREEMENT
BETWEEN
THE CITY OF WINONA
AND
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 261
Sergeants**

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

ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into to promote orderly and constructive relationships between the EMPLOYER and the UNION, to establish terms and conditions of employment pursuant to Minnesota Statutes, Chapter 179A et. seq., and provide a method of settlement of disputes or disagreements as to the interpretation or application of any term or terms of this Agreement.

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. 261).

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. 261).

**POLICE SERGEANTS, LELS
2010 CONTRACT**

Section 2.8. Scheduled Work Shift: An Employer scheduled, consecutive number of work hours in a 24-hour work cycle, including rest breaks and meal break.

Section 2.9. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 2.10. Meal Break: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 2.11. Seniority: Seniority shall be by job classification determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire or promotion to the sergeant position and within the present bargaining unit as certified by the Bureau of Mediation Services. Notwithstanding the foregoing and for purposes of determining seniority within the present bargaining unit, an employee promoted to a higher job classification than sergeant, outside the present bargaining unit, who returns to the position of sergeant during the probationary period, will do so without loss of seniority in the present bargaining unit.

ARTICLE 3 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative of all Sergeants of the Police Department of the City of Winona who are public employees within the meaning of Minnesota Statutes, Section 179A.03, Subd. 14, excluding non-supervisors and confidential employees.

ARTICLE 4 - EMPLOYER RIGHTS

Section 4.1. The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 4.2. Any term or condition of employment not explicitly established by this Agreement shall remain with the EMPLOYER to establish, modify or eliminate.

ARTICLE 5 - SICK LEAVE

Section 5.1. Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service, up to a maximum of nine hundred sixty (960) hours. In addition to the

**POLICE SERGEANTS, LELS
2010 CONTRACT**

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 Appendix A, at the time of death, retirement, or resignation shall be used.

Section 5.6. When the employee is eligible for Worker's Compensation payment, he or she may supplement these payments with a pro-rated portion of his or her sick leave so that the combination will equal his or her regular pay. The City agrees to pay the difference between Workers Compensation and the employee's total wages for 240 duty hours from the date of the work-related injury.

ARTICLE 6 - FUNERAL LEAVE

In the event of a death of a member of employee's immediate family, as defined as spouse, parent/step-parent, spouse's parent, sibling/step-sibling, spouse's sibling/step-sibling, child/step-child, child's spouse, grandparent, spouse's grandparent, grandchild, employee will be given paid leave for the actual time required not to exceed three days. In the event of a death other than an immediate family member, an employee may be granted leave for actual time required for attendance at the funeral or to serve as a pallbearer. This time may be deducted from accumulated vacation or sick leave.

ARTICLE 7 - LEAVE OF ABSENCE

An employee may request a leave of absence without pay. It must be approved by the City Manager. The City Manager's decision is final.

ARTICLE 8 - JURY DUTY

All employees shall receive an automatic leave of absence when called for jury duty. The employees shall be paid at their current regular rate of pay by the EMPLOYER. Any remuneration received while serving on jury duty less mileage during duty hours shall be paid to the EMPLOYER. If a portion of jury duty is on an employee's off-duty hours, the employee shall retain such portion.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

ARTICLE 9 - HOLIDAYS

Section 9.1. Employees governed hereby shall be paid for holidays at their current rate of pay, or shall receive compensatory time off, which is limited to 180 hours earned, including overtime. All employees required to work on any or all of the holidays listed below shall receive sixteen (16) hours of cash or compensatory time, at their option at the employee's Base Rate in addition to their regular salary for the payroll period.

Section 9.2. Holidays for personnel within the meaning of this Agreement shall include:

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

Section 9.3. For those employees that work a 40-hour workweek., the day after Thanksgiving Day will be a holiday. Columbus Day shall be a regular work day.

Section 9.4. 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 10 - MERIT BOARD

The Merit Board Rules, adopted by the City of Winona, Minnesota, as amended, are hereby adopted. Administrative regulations issued pursuant to said Rules shall be considered subject to review through the Merit Board Rules.

ARTICLE 11 - SHIFTS

Section 11.1. The UNION recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and that a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the EMPLOYER. Regular schedules shall not be construed as excluding emergency work schedules based on public necessity as determined by the EMPLOYER.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

Section 11.2. The EMPLOYER reserves the right to designate shifts. The EMPLOYER reserves the right to establish work schedules based on public necessity as determined by the EMPLOYER.

Section 11.3. Employees will have the right to bid on the work shifts established by the EMPLOYER on the basis of seniority. The Employer shall determine the procedure for bidding shifts.

Section 11.4. The EMPLOYER agrees to provide notice to employees of changes of shifts at least thirty (30) days in advance whenever possible.

Section 11.5. The EMPLOYER reserves the right to change shifts immediately in the event of an emergency. Employees may temporarily transfer or exchange shifts with permission of the department head. The department head's determination of shift is final. Assignment to shifts will not be done for disciplinary reasons.

Section 11.6. 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 11.7. Employees shall be allowed fifteen minutes in their first four hours of work shift and fifteen minutes in their second four hours of work shift for rest break periods. Rest break periods are not to be taken in conjunction with meal breaks.

Section 11.8. Effective July 21, 2010 or the date of execution of the last signatory hereto, whichever is later, full-time employees assigned to other than patrol duties (e.g., investigations) shall receive a one-half hour interruptible paid meal break and two paid fifteen minute interruptible rest break periods during each full shift worked. Employees are subject to call during these periods.

ARTICLE 12 – CLOTHING ALLOWANCE

The clothing allowance for 2010 will be \$800.00. Officers will purchase uniforms in accordance with departmental policy. Before receiving the uniform allowance, employees will declare whether they want payments by check quarterly, or participate in a voucher system, whereby the employee will purchase work clothing and turn in receipts for reimbursement. Any money remaining in the employee's account will be reimbursed in the last check of the year. The City 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.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

ARTICLE 13 - INSURANCE COVERAGE

Section 13.1. The EMPLOYER shall maintain life insurance coverage to cover all employees.

Section 13.2. For 2010, the EMPLOYER will contribute to each employee participating in the Union-designated insurance plan, \$422.00 per month for employees selecting single coverage and \$1,105.00 per month for employees selecting dependent coverage, or an amount equal to that established by the EMPLOYER for non-union 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.

ARTICLE 14 - VACANCIES

Filling of all vacancies is to be in accordance with the rules and regulations set forth by Personnel or Merit Board regulations. The probationary period for a Sergeant shall be one (1) year.

ARTICLE 15 - VACATIONS

Section 15.1. Each full-time employee shall accumulate vacation in accordance with the following schedule:

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

Section 15.2. After six (6) months of continuous service, vacation time may be taken as earned with the approval of the department head. The amount of vacation is determined by years of service on the employee's anniversary date in the contract year. Vacation accrual may not exceed one and one-half (1/2) times the amount that can be earned in the current year.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

ARTICLE 16 - LONGEVITY

Section 16.1. The City will pay longevity pay to all employees who have worked for the City for five years or more. Annual payments will be made according to the following schedule:

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

Section 16.2. Increases in payments are contingent on the 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.

Section 16.3. Decisions under this Article are grievable but not arbitrable under ARTICLE 21. In lieu of Step 4 of ARTICLE 21, any dispute as to an employee's performance will be submitted to a panel composed of one member appointed by the employee, one member appointed by the City, and a Chairperson who is a member of the City's Merit Board. The decision of the panel will be final.

The longevity computed above shall be based upon years of service accumulated as of December 1, and shall be paid in a lump sum within 10 calendar days after December 1 of each contract year.

ARTICLE 17 - RESIDENCE

Employees shall reside within easy access to the City. The EMPLOYER and the UNION 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 18 - RESIGNATION

Two (2) 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 19 - MEETINGS

The UNION may request to use the EMPLOYER's facilities for the purpose of conducting meetings. The place of such meetings shall be at the discretion of the City Manager. No

**POLICE SERGEANTS, LELS
2010 CONTRACT**

non-City work shall be performed on EMPLOYER's time except as required for handling and processing grievances.

ARTICLE 20 - DISCIPLINE

Disciplinary action may include, subject to the rules and regulations of the department, any of the following:

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

Notices of written reprimand, suspension, demotion or discharge will be in written form and will state the reasons for the action taken and the specifics concerning the nature of the action. These will become part of the Employee's personnel file and will be removed from an employee's file after two (2) years if there has been no recurrence of the conduct which necessitated the warning. Employees may examine their personnel files at reasonable times under the supervision of the EMPLOYER. Disciplinary actions under this Section may be processed as a grievance through the regular grievance procedure in this Agreement.

ARTICLE 21 - GRIEVANCE PROCEDURE - EMPLOYEE RIGHTS

Section 21.1. 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 21.2. SERGEANTS REPRESENTATIVES. The EMPLOYER will recognize the UNION-Representatives designated by the Sergeants as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Sergeants shall notify the EMPLOYER in writing of the names of such representatives and of their successors when so designated.

Section 21.3. 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 to the EMPLOYER during normal working hours, provided the

**POLICE SERGEANTS, LELS
2010 CONTRACT**

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 21.4. PROCEDURE. Grievances, as required by Minnesota Statutes 179A.20, Subdivision 4, 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 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 Step 1 answer. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days after receipt by the employee 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 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 the Chief 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 after receipt by the Union 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 following receipt by the Union 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 after receipt of the Employer's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

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 21.5. 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 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 21.6. 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.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

Section 21.7. CHOICE OF REMEDY. If, as a result of the 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 to either Step 4 of ARTICLE 21 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 21 the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 21. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of ARTICLE 21 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 21.

ARTICLE 22 - COURT TIME

An employee 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 ½) times the employee's Base Rate, as defined in Appendix A, or two hours minimum compensatory time off at time and one-half (1 ½), at the employee's discretion. An extension or early report to a regularly scheduled shift for Court appearance does not qualify an 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 23 - CALL BACK TIME

An employee called to duty during the employee's scheduled time 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 Appendix A. An extension or early report to a regularly scheduled shift for duty does not qualify an employee for the two (2) hour minimum.

ARTICLE 24 - 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 reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

ARTICLE 25 – WAIVER

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE 26 - DURATION

This Agreement shall be effective as January 1, 2010 through December 31, 2010, during which time it shall remain in full force and effect. The Agreement may be opened by either party giving written notice to the other. The Agreement will remain in full force and effect and shall automatically be extended until new terms are mutually agreed upon, effective date of termination notwithstanding.

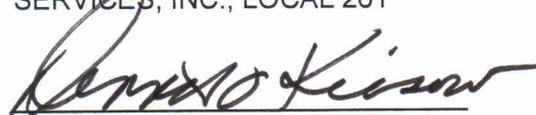
IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF WINONA, MINNESOTA

LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL 261



City Manager



Business Agent



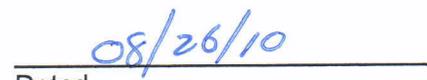
City Clerk



President, Local 261



Dated



Dated

**POLICE SERGEANTS, LELS
2010 CONTRACT**

**APPENDIX A
COMPENSATION**

REGULAR COMPENSATION

Sergeants shall be paid as regular compensation an annual salary as listed below for all straight-time hours worked, and shall be compensated for additional time worked at the "Base Rate," as these terms are defined below.

The Annual Salary and Base Rate for the Sergeant position shall be equal to a wage differential of 8% above Investigator, as listed below:

2010 Effective 1/1/10	
Annual Salary	\$64,738.71
Base Rate	\$31.12

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.

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 5 (payment of sick leave), Article 9 (holiday pay), Article 22 (court time), Article 23 (call back time), or for payment of overtime and unused vacation time. The Base Rate shall have no application aside from payment for the additional compensation due employees, as described in this paragraph.

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 herein, or if an employee is scheduled in excess of one hundred seventy-one (171) regularly scheduled hours each twenty-eight (28) day period at a rate equal to one and one-half (1 ½) times the employee's Base Rate of pay as defined herein. 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.

**POLICE SERGEANTS, LELS
2010 CONTRACT**

COMPENSATORY TIME

Employees may take compensatory time in lieu of overtime pay at the mutual agreement of the employee and EMPLOYER. An employee may accrue compensatory time to a maximum of 180 hours.

SHIFT DIFFERENTIAL

In addition to an employee's regular compensation as provided in this Appendix A, a fifty cent (\$.50) per hour shift differential shall be paid to sergeants each pay period for those regularly scheduled hours worked during a regularly scheduled work shift between the hours of 6:30 p.m. and 6:30 a.m. For purposes of this article only, shift differential will be paid as provided in this Article for hours worked between the hours of 6:30 p.m. and 6:30 a.m.: 1) if an officer (the Covering Officer) is covering another officer's regularly scheduled work shift (the Primary Officer) that would otherwise have been eligible for shift differential if it had been worked as scheduled by the Primary Officer; 2) for those authorized and/or assigned eligible hours worked before or an extension of the employee's regularly scheduled work shift; and 3) for the regular and monthly scheduled emergency response team (ERT) training.

POLICE SERGEANTS, LELS
2010 CONTRACT

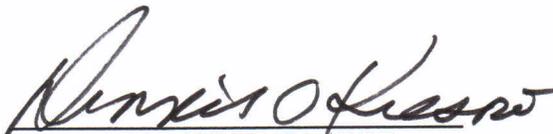
LETTER OF UNDERSTANDING BETWEEN
THE CITY OF WINONA AND
THE WINONA POLICE SERGEANTS
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 261
FOR 2010

SERGEANT IN CHARGE OF SHIFTS

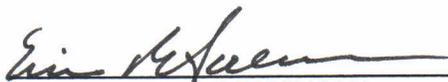
When two Sergeants are on duty on the same shift, the Sergeant with most seniority as a Sergeant shall be in charge of the shift.



FOR POLICE SERGEANTS



LAW ENFORCEMENT LABOR
SERVICES, INC.



FOR THE CITY OF WINONA
Eric B. Sorensen, City Manager