2014 - 2015
LABOR AGREEMENT

BETWEEN

THE CITY OF CRYSTAL

AND

LAW ENFORCEMENT LABOR SERVICE

(LOCAL #44)

Effective January 1, 2014 through December 31, 2015

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LABOR AGREEMENT
BETWEEN
THE CITY OF CRYSTAL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #44)

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Crystal, hereinafter called the EMPLOYER, and the Law Enforcement Labor Services Inc., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and,

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 14, for all police personnel in the following job classifications:

Police Officer (Patrol Officer)

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

3.1 UNION: Law Enforcement Labor Services (Local #44).

3.2 UNION MEMBER: A member of the Law Enforcement Labor Services Inc.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The City of Crystal Police Department.

3.5 EMPLOYER: The City of Crystal.

3.6 CHIEF: The Chief of the City of Crystal Police Department.

3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services Inc., Local 44.

3.8 INVESTIGATOR/DETECTIVE: An employee specifically assigned by the EMPLOYER to the job classification and/or job position of INVESTIGATOR/ DETECTIVE.

3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the EMPLOYEE'S scheduled shift.

3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.11 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.12 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.13 STRIKE: Concerted action in failing to report for duty; the willful absence from one's position; the stoppage of work, slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement that the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, 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.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

6.2 The UNION may designate employees from the bargaining unit to act as steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.

6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 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.

7.2 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.

7.3 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.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 to Step 2, shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated 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 after receipt of such of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If both parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator.

2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation. Either party

may at any time opt out of mediation at which time, the Union may then proceed to arbitration.

3. The grievance mediation process shall be informal. At the request of both parties, the mediator may issue an oral recommendation for settlement. Unless the parties agree otherwise, the outcome shall not be precedential.

4. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo, in that, nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

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" as established by the Bureau of Mediation Services.

7.5 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 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.

7.6 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 written agreement of the EMPLOYER and the UNION in each step.

7.7 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 7 or a procedure such as:

Personnel Rules & Regulations, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 7 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 7. 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 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Crystal. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction or administrative rulings from whose final judgment or decree no appeal has been taken within the time provided, or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired.

9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.

9.6 One continuous vacation period shall be selected on the basis of seniority until March 15 of each calendar year.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline employees for just cause only.
Discipline will be in one or more of the following forms:

a) oral reprimand;
b) written reprimand;
c) suspension;
d) demotion; or
e) discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 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. Employees and the UNION will receive a copy of such reprimands and/or notices.

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

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 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.

10.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.

ARTICLE 11 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 - WORK SCHEDULES

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

a) hours worked on assigned shifts;
b) holidays;
c) assigned training; and
d) authorized leave time.

12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

12.3 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.

ARTICLE 13 - OVERTIME

13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.

13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.

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

13.5 Overtime will be calculated to the nearest six (6) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE 14 - COMPENSATORY TIME

An employee may earn compensatory time off at the rate of one and one-half (1-1/2) times in lieu of paid overtime under Article 13.1. An employee may accrue up to a maximum of 48 hours of compensatory time. Employees will be able to cash out banked comp time once per calendar year by requesting to do so no later than December 1 of each year. The use of compensatory time shall be in accordance with current vacation practices. The City will allow carry over of a maximum of 48 hours compensatory time from year-to-year.

ARTICLE 15 - COURT TIME

15.1 If an employee receives notification of trial, the employee will be on standby unless the trial has been cancelled or the employee is notified that a court appearance is required. Unless otherwise specified, standby will begin at 12:00 p.m. and automatically terminate at 2:00 p.m. if the employee does not receive further notification. Standby will be compensated at a rate of one hour of pay for each hour of standby, with a two-hour minimum.

15.2 If the trial is cancelled or postponed within 24 hours prior to the start of the standby period, the employee will receive two hours of standby pay.

15.3 When notification of a required court appearance is received prior to the standby period, the employee will be compensated for court time as described in section 15.4 and standby will not apply. If an employee's standby period begins and the employee is subsequently required to make a court appearance, the employee will receive pay for actual time on standby and court time. Standby ceases at the time the employee is notified that a court appearance is required.

15.4 Effective on the first day of the first pay period following Crystal City Council approval, an employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE 16 - CALL BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 17 - WORKING OUT OF CLASSIFICATION

Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 18 - INSURANCE

18.1 Effective January 1, 2014, the Employer will contribute up to a maximum of $1,275.00 per month for **family** (employee plus spouse and children) health insurance coverage.

Effective January 1, 2014, the Employer will contribute up to a maximum of $982.00 per month for **employee plus spouse** health insurance coverage or **employee plus children** health insurance coverage.

Effective January 1, 2014, the EMPLOYER will contribute up to a maximum of $721.50 per month for **single** health insurance coverage. For Employees choosing single health insurance coverage, the Employer will contribute an additional twenty-two dollars ($22.00) per month toward the cost of dental insurance.

The agreement shall be reopened for the sole purpose of negotiating the Employer's contribution toward group health insurance premiums for 2015.

The Employer will contribute the cost of $20,000 life insurance for each eligible employee.

18.2 An employee who is covered elsewhere may waive coverage under the City's health insurance plan. Employees so choosing will be eligible for $50 per month in lieu of coverage. To be eligible, the Employee must provide proof of health insurance.

18.3 Additional life insurance can be purchased by the employees at the employee's expense to the extent allowed under the employer's group policy.

18.4 Employees may elect to participate in the Employer's flexible benefit plan.

18.5 All EMPLOYEES who retire after January 1, 1999, and before January 1, 2003, shall have the option of retaining membership in the City of Crystal group health insurance plan for which the City will pay the same single health insurance contribution as stated in Article 18 for active employees until such time as the retiree is eligible for Medicare coverage, or age 65. Further, if the retiree desires to continue family coverage, the additional cost for family coverage shall be paid monthly by the retiree to the City of Crystal.

18.6 Effective January 1, 2003, all employees shall be eligible for a Retirement Health Savings Account (the "Plan"). The Employer shall contribute:

- $50 per month per employee
- For employees hired prior to December 31, 2002, a one-time lump sum contribution of the present value of funds set aside for each employee for previous retiree insurance program.

Employee contributions to the Plan include:

- Employees who maintain a minimum balance of 120 hours in their sick leave banks shall contribute 36 hours per year.

Or

- Employees who maintain a minimum balance of 960 hours in their sick leave banks shall contribute 60 hours per year.

- Employees will contribute 100% of their severance pay to their Retirement Health Savings Account.

Retired employees shall have the option of retaining membership in the City of Crystal's group health insurance plan for which the employee shall be responsible for payment of the premiums.

18.7 In the event the health insurance provisions of the Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 19 - STANDBY PAY

Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one (1) hour's pay for each hour on standby.

ARTICLE 20 - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. The EMPLOYER will provide any required plainclothes dress.

ARTICLE 21 - INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER, will be paid the difference between the EMPLOYEE'S regular pay and Workers' Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the EMPLOYEE'S vacation, sick leave or other accumulated paid benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the EMPLOYEE'S sick leave account less Workers' Compensation insurance payments.

ARTICLE 22 - LONGEVITY AND EDUCATIONAL INCENTIVE

22.1 After four (4) years of continuous employment, each EMPLOYEE shall choose to be paid three percent (3%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outlined in 22.6 of this Article.

22.2 After eight (8) years of continuous employment, each EMPLOYEE shall choose to be paid supplementary pay of five percent (5%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outlined in 22.6 of this Article.

22.3 After twelve (12) years of continuous employment, each EMPLOYEE shall choose to be paid supplementary pay of seven percent (7%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outline in 22.6 of this Article.

22.4 After sixteen (16) years of continuous employment, each EMPLOYEE shall choose to be paid supplementary pay of nine percent (9%) of the EMPLOYEE'S base rate or supplementary pay based on educational credits as outline in 22.6 of this Article.

22.5 EMPLOYEES may choose supplementary pay either for length of service or for educational credits no more often than once every twelve (12) months.

22.6 Supplementary pay based on educational credits will be paid to employees after twelve (12) months of continuous employment at the rate of:

Education Credits Stated in Terms of College Quarter Credits	Percentage Pay Increment
45 - 89	3%
90 - 134	5%
135 - 179	7%
180 or more	9%

Not all courses are to be eligible for credit. Courses receiving qualifying credits must be job related. (Thus, a 4 year degree is not automatically 180 credits -- or a 2 year certificate is not automatically 90 credits.) Job-related courses plus those formally required to enter such courses shall be counted. If Principles of Psychology (8 credits) is

required before taking Psychology of Police Work (3 credits), completion of these courses would yield a total of 11 qualifying credits. C.E.U.'s (Continuing Education Units) in job-related seminars, short courses, institutes, etc. shall also be counted. The EMPLOYER shall determine which courses are job-related. Disputes are grievable based on the criteria outlined in the award of Minnesota Bureau of Mediation Services Case No. 78-PN-370-A.

22.7 Employees hired after March 31, 1986, shall not be eligible for educational incentive pay as outlined in 22.6 of this Article.

ARTICLE 23 - SEVERANCE PAY

Employees terminating their employment with the City after December 31, 1982 with ten (10) years or more of continuous service, except employees who are discharged for cause, will be paid forty (40%) of the employee's accumulated sick leave to a maximum cap of 960 hours. Employees who have accumulated more than 960 hours of sick leave at the date as of June 4, 1991 will be capped at their existing amount, however, if such employee uses and falls below the existing amount, their cap will be adjusted to that maximum amount or 960 hours, whichever is greater. Once an employee originally capped at a higher rate falls below 960 hours, their maximum cap will be 960 hours.

ARTICLE 24 - SICK LEAVE

All full-time employees in the classified service will accrue eight (8) hours sick leave per month at the rate of three point six seven eight (3.678) hours per pay period, with the exception that no accrued sick leave can be used during the first six (6) months period. Sick leave may be granted only for the absence from duty because of illness, doctor's appointments, legal quarantine, or death or serious illness in the immediate family. Employees claiming sick leave may be required to provide evidence in the form of a certificate from the attending physician or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave is granted. EMPLOYEE, or a person designated by the EMPLOYEE, is expected to notify their supervisor before beginning of shift on each day of their absence by reason of illness or accident. Failure to notify the City of Crystal as outlined above maybe cause for disciplinary action.

ARTICLE 25 - VACATION SCHEDULE

All full-time employees will accrue vacation based on the following schedule:

0 thru 5 completed years of service	-- 12 days earned per year
After 5 years of completed years of service thru 10 completed years of service.	-- 17 days earned per year
Starting on year 11 and each	-- 1 additional day earned per year

additional year following not to exceed 24 days.

(Years of service is based upon each employees' anniversary of hire date.) No accrued vacation may be taken during the first six (6) months probationary period.

Additional earned vacation time may be accumulated and carried over to the following year. Such accumulation including the current vacation earned, from year to year may not exceed a total accumulation equal to 240 hours, unless the exception is approved, in writing, by the City Manager.

ARTICLE 26 - HOLIDAYS

All police personnel covered under this contract scheduled to work on the following holidays:

New Year's Day – January 1
Martin Luther King, Jr. Day – third Monday in January
President's Day – third Monday in February
Memorial Day – last Monday in May
Independence Day – July 4
Labor Day – first Monday in September
Veteran's Day – November 11
Thanksgiving Day – fourth Thursday in November
Christmas Day – December 25

shall be compensated at one and one-half (1-1/2) times for all hours worked on those days. All police personnel covered under this contract shall have twelve (12) holidays each year. Twelve (12) holidays are figured into the schedule to fulfill the 2,080 hours requirement for the year except for those officers on a five/two work schedule. The balance of the holidays are:

Thanksgiving Friday, and
Two (2) personal holidays

With approval from the Employer, Employees required to work on the following holidays:

New Year's Day – January 1
Martin Luther King, Jr. Day – third Monday in January
President's Day- third Monday in February
Memorial Day- last Monday in May
Independence Day – July 4
Labor Day- first Monday in September
Veteran's Day- November 11
Thanksgiving Day- fourth Thursday in November
Christmas Day – December 25

will be eligible to convert their holiday pay to compensatory time.

ARTICLE 27 - TUITION

A police officer who has been employed for over one year may be eligible for tuition reimbursement for courses taken for credit through accredited educational institutions. All

tuition reimbursement requests must receive approval from the Department Head and City Manager prior to course registration.

Tuition reimbursement shall be approved if the following criteria are met:

1. The course is an associate, bachelor or master level course available for credit; and
2. The course is taken on personal time; and
3. The tuition request receives prior approval by the Department Director and City Manager that the coursework directly relates to the employee's work responsibilities; and
4. A minimum grade of a "C" or better or "satisfactory" is received upon completion.

Class attendance and completion of study assignments must be accomplished outside the employee's regular working hours. Educational activities may not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of tuition reimbursement.

Employees will be eligible for reimbursement of 60% of the cost of undergraduate tuition, books and fees required for class, such as lab fees, up to $2,400 per calendar year. Employees will be eligible for reimbursement of 60% of the cost of graduate school tuition, books and fees required for the class, such as lab fees, up to $1,200 per calendar year. Courses for which the employee is receiving another source of funding, such as a grant or scholarship, shall not be eligible for tuition reimbursement. All tuition reimbursement will be subject to applicable IRS regulations.

The benefiting employee must sign a loan agreement indicating their liability for repayment of all tuition reimbursement received based upon the following schedule if the employee separates from city service due to resignation or retirement, except for a retirement due to an injury on duty:

Separation 1 year or less after completion:	100% reimbursement of costs
Separation between 1 year and 2 years after completion:	50% reimbursement of costs
Separation after 2 years completion:	No reimbursement required

To request tuition reimbursement the employee must submit receipts and verification of grade along with course description to Human Resources.

ARTICLE 28 - WAGE RATES

Wage Rates:

Patrol Officer	1/01/14 Monthly Base Wage	1/01/15 Monthly Base Wage
Start	$3,653.30	$3,744.63
After Six (6) Months	$3,932.67	$4,030.99
After One (1) Year	$4,496.90	$4,609.32
After Two (2) Years	$5,053.89	$5,180.24
After 36 Months of Continuous Employment	$5,616.74	$5,757.16

Field Training Officer (FTO): Employees assigned by the employer as Field Training Officers will be paid an additional $1.30 per hour above their base wage for all hours worked as FTO.

Investigator (Detective): Employees assigned by the employer to the investigation assignment will receive $275.00 per month or pro-rated for less than a month and is included in the base wage.

Officer-In-Charge (OIC): Employees assigned by the employer to work as Officer-In-Charge will receive an additional $2.08 per hour above their base wage for all hours worked as OIC. The assignment of OIC duty shall be done by seniority.

Part-time Licensed Employees: Part-time licensed employees who are members of the bargaining unit will be paid a wage rate according to the labor agreement and will be eligible for fringe benefits as set by the employer.

POST License: The Employer will pay up to $90 every three years toward the cost of maintaining the officer's POST (Peace Officer Standards and Training) License.

ARTICLE 29 - WAIVER

30.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.

30.2 The Parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was discussed or executed.

ARTICLE 30 - DURATION

This Agreement shall be effective as of January 1, 2014, except as herein noted, and shall remain in full force and effect until the thirty-first (31st) day of December, 2015. In witness whereof, the parties hereto have executed this Agreement on this ___ day of _____, 2014

FOR THE CITY OF CRYSTAL	**FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #44**
_____	_____
Jim Adams, Mayor	Adam Burnside, Business Agent
_____	_____
Anne L. Norris, City Manager	Mason Barland, Steward
_____	_____
Kimberly J. Therres, Assistant City Manager	Sean Kwiatkowski, Steward