

CITY OF CALEDONIA, MINNESOTA

RESOLUTION 2022-1

A RESOLUTION APPROVING AND IMPLEMENTING THE 2022-2023 LABOR AGREEMENT BETWEEN THE CITY OF CALEDONIA AND LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #413

WHEREAS, the current labor agreement between the City of Caledonia and Law Enforcement Labor Services, Inc., Local #413 (LELS) governing non-exempt police officers expired on December 31, 2021; and

WHEREAS, the City and LELS participated in contract negotiations on a new labor agreement governing the period from January 1, 2022 through December 31, 2023 and reached a tentative agreement on January 14, 2022; and

WHEREAS, the LELS membership and City Council have previously voted to approve the tentative agreement reached on January 14, 2022; and

WHEREAS, the tentative agreement reached on January 14, 2022 has been incorporated into a full labor agreement ("Labor Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the new 2022-2023 Labor Agreement must be approved and implemented by resolution of the City Council, in accordance with Minn. Stat. § 179A.20, subd. 5.

NOW, THEREFORE, THE FOLLOWING IS HEREBY RESOLVED by the Caledonia City Council:

1. The 2022-2023 Labor Agreement between the City of Caledonia, Minnesota and Law Enforcement Labor Services, Inc., Local #413 (LELS), attached hereto as Exhibit A, is hereby approved and may be executed by the mayor and city clerk/administrator.

2. City staff are hereby authorized to implement the Labor Agreement.

ADOPTED by the Caledonia City Council this 28th day of February, 2022.


DeWayne "Tank" Schroeder, Mayor

ATTEST:

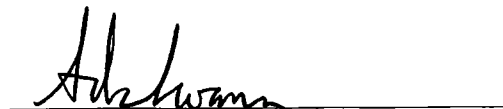

Adam G. Swann, Clerk/Administrator

EXHIBIT A
2022-2023 Labor Agreement between
City of Caledonia and
Law Enforcement Labor Services, Inc. (Local #413)

LABOR AGREEMENT
BETWEEN THE
CITY OF CALEDONIA
AND LAW
ENFORCEMENT LABOR
SERVICES, INC., LOCAL
NO. 413

JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

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CITY OF CALEDONIA

ADOPTED LABOR AGREEMENT

ARTICLE 1

PURPOSE OF AGREEMENT

This Agreement, entered into between the City of Caledonia (hereinafter referred to as the City) and Law Enforcement Labor Services, Inc., Local No. 413 (hereinafter referred to as the Union) pursuant to and in compliance with Minnesota Statute 179A, Public Employment Labor Relations Act, as amended (hereinafter referred to as Minnesota Statute 179A or the P.E.L.R.A.) to provide the terms and conditions of employment for Police Officers (hereinafter referred to as Officer) during the term of this Agreement. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A., as amended.

ARTICLE 2

DEFINITIONS

- 2.1 Base/Basic Rate: The employee's hourly pay rate exclusive of longevity or any other special allowance
- 2.2 Days: "Days" referring to the accumulation of benefits, such as Vacation, Sick Leave, Bereavement Leave, and the like, shall mean a period of eight (8) hours, i.e. one day equals 8 hours; five days equal 40 hours, etc. "Days" used with reference to using a benefit, such as Sick Leave or Vacation, shall mean the number of hours of duty assigned. For example, an officer taking three days of Sick Leave when assigned 8 hour shifts would have 24 hours subtracted from the accrued balance. An officer taking five days of Vacation when assigned 10 hour shifts would have 50 hours subtracted from the accrued balance. Except as indicated otherwise in the Agreement, all references to days are calendar days.
- 2.3 Employer: The City of Caledonia.
- 2.4 Full-Time Employee: An employee who is regularly scheduled to work an average of forty (40) hours per week.
- 2.5 Officer or Police Officer: A full-time or part-time employee of the City of Caledonia as defined under this Agreement.
- 2.6 Part-Time Employee: An employee who is not regularly scheduled to work forty (40) hours per week but whose hours of regularly scheduled work exceed the lesser of fourteen (14) hours per week or 35 percent of the normal work week.
- 2.7 Probationary Employee: An employee who has not completed the required probationary period.

- 2.8 Regular Rate: The employee's hourly rate of pay including shift differential when applicable.
- 2.9 Seniority: Length of continuous service with the Employer since the Employee's last date of hire. Employees do not accrue seniority during an unpaid leave of absence, unless required by law.
- 2.10 Terms and Conditions of Employment: The hours of employment, the compensations therefore including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to Minnesota Statute 179A.07.
- 2.11 Union: Law Enforcement Labor Services, Inc. Local #413.
- 2.12 Union Member: A member of LELS Local #413.
- 2.13 Union Steward: Steward elected or appointed by LELS Local #413 to serve as a Union steward.

ARTICLE 3

CONFORMITY TO LAW

The provisions of this Agreement shall be severable and, if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this Agreement or the application of any provision or paragraph thereof under different circumstances.

ARTICLE 4

RECOGNITION

- 4.1 Exclusive Bargaining Representative: The City recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for: All essential employees of the Caledonia Police Department, Caledonia, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 4.2 Recognition of the Union: The City shall not meet and negotiate with any Police Officer's organization other than the Union or with any officer or group of officers, except through the Union so long as the Union is the duly authorized exclusive representative of the Police Officers of this City, except Police Officers who are not eligible for membership in the Union, such as part-time officers employed less than fourteen (14) hours per week.

ARTICLE 5

NEGOTIATION

- 5.1 Initiation of Negotiations process for "Terms and Conditions of Employment": Either party desiring to meet and negotiate shall inform the other party and the Commissioner of the Bureau of Mediation Services no later than sixty (60) days prior to the expiration of this contract in writing. Then the parties shall initiate negotiations for the purpose of entering into a successor Agreement, provided that, if the Union is not then the exclusive representative of the Police Officers of this City, then negotiations shall thereupon be undertaken between the City and the then duly authorized, exclusive representative.
- 5.2 Release from Regular Duties:
- 5.21 Negotiations: A Police Officer required to be engaged during the duty period in the process of negotiating "terms and conditions of employment", or grievance negotiations, including all grievance negotiations at the level of mediation or arbitration, shall be released from regular duties without loss of salary.
- 5.22 Mediation/Arbitration: A Police Officer required to be engaged in mediation or arbitration proceedings during the duty period to negotiate a successor agreement, shall be released from regular duties without loss of salary.
- 5.3 Selection of Negotiation Representatives: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The City and Union mutually pledge that their representative(s) will have all necessary power and authority to make proposals, consider proposals, and make concessions and make tentative agreements in the course of negotiations.
- 5.4 Signed Agreements: There shall be two (2) final contracts containing original signatures for the purpose of record, one retained by the City at the City Clerk-Administrator's Office and one retained by the Union.

ARTICLE 6

INHERENT MANAGERIAL POLICY

- 6.1 Inherent Managerial Policy: The Union recognizes that the City is not required to meet and negotiate on the matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.
- 6.11 Forfeiture of Managerial Policy: No part of this Agreement shall be interpreted as a forfeiture of Inherent Managerial Policy unless explicitly accompanied by a

statement to that effect.

- 6.2 Responsibility for Public Interest: The City has responsibility and authority to manage and direct, on behalf of the public, all policies which insure public safety. The City will conduct this service to the full extent authorized by law, provided that such rights will be exercised in conformity with the provisions of this contract.
- 6.3 Effect of Laws and Regulations:
- 6.31 Recognition of City Rights: The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the City and shall be governed by the laws of the State of Minnesota and by the City rules, regulations, directives and orders issued by properly designated officials of the City. The Union also recognizes the right, obligation and duty of the City and its fully designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the City insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the City, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws and valid rules, regulations and orders of State and Federal Governmental Agencies.
- 6.32 City Policies: This Agreement shall supersede any policies or practices of the City contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the City insofar as relate to Union members.
- 6.33 Spectrum of Agreement: Any term or condition of employment not explicitly established by this Agreement shall remain with the City to establish, modify or eliminate within the scope of the laws of the State of Minnesota and Federal Law.

ARTICLE 7

EMPLOYEE RIGHTS

- 7.1 Expression of Views: Terms of this Agreement shall not affect the right of any employee or employee's representative to express or communicate a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as this is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Union.
- 7.2 Political Activity:
- 7.21 Citizenship Rights: Terms of this Agreement shall not abridge rights of citizenship and no political activities or lack thereof shall be grounds for discrimination with respect to employment except as specifically prohibited

by Federal or State Law.

- 7.22 Political Issues: An employee shall not use the institutional privileges or facilities (i.e., municipal property and police authority) to promote or oppose political issues or candidates or to further partisan political activities
- 7.3 Non-Discrimination Policy: Provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- 7.4 No Use of Force: Provisions of this contract shall not be construed to require an employee to perform labor or service which is contrary to law or outside the realistic relationship to usual and customary performance of duties.
- 7.5 Right to Join: Employees shall have the right to form and join appropriate labor or employee organizations, according to the terms of Minnesota Statute 179A, and shall have the right not to form and join such organizations. Employees in the appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment for members in that unit.
- 7.6 Inalienable Rights: Nothing contained in this Agreement shall be construed to deny or restrict any rights an employee may have under Federal or Minnesota State Law or other applicable laws and regulations.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.1 Definitions:
 - 8.11 ANSWER: "Answer" means a concise response outlining the employer's position on the grievance.
 - 8.12 DAYS: (1) "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statute 645.44, Subd. 5, and as further personalized to the City of Caledonia in Section 16.2 of this Agreement.
 - 8.13 GRIEVANCE: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or condition of this contract.
 - 8.14 REDUCED TO WRITING: "Reduced to writing" means a concise written statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested.
 - 8.15 SMALL GROUP OF EMPLOYEES: "Small Group of Employees" means a group of employees consisting of five or less.
- 8.2 Step 1. Informal Meeting and Reduction to Writing: Whenever any employee or small group of employees have a grievance, the Officer(s) shall meet on an informal

basis with the employee's or employees' immediate supervisor, namely, the Police Chief, in an attempt to resolve the grievance within 20 days after the grievance occurred or 20 days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within 15 days of the informal meeting, the grievance may be reduced to writing by the exclusive representative and presented in writing to the City Clerk-Administrator (see Step 2). The grievance shall be presented within 15 days of the informal meeting.

8.3 If the grievance involves and affects more than five (5) employees, the grievance will be reduced to writing by the exclusive representative and must be presented to the employer within 20 days after the grievance occurred or 20 days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within ten (10) days provide an answer to the exclusive representative.

8.4 Step 2. Resolution or Proceeding with Grievance:

8.41 The City Clerk-Administrator shall contact the exclusive representative within seven (7) days after receipt of the written grievance to schedule a meeting or phone conference. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within 15 days of the Step 2 meeting or phone conference, the exclusive representative must proceed with Step 3 by presenting the grievance in writing to the appropriate Step 3 official(s), namely, the City Council. The grievance shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

8.5 Step 3. Further Procedures: The City Council, or its designated Committee, shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. If the parties are unable to reach agreement within ten (10) days after the Step 3 meeting, either party may request arbitration by providing written notice to the other party of their intention to proceed with arbitration.

8.6 Step 4. Arbitration:

8.61 Arbitrator: The parties will request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators. The list maintained by the Commissioner of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. The question of who strikes first shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator, including necessary

expenses. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules promulgated there under, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

- 8.62 Wages: Processing of all grievances shall be during the normal workday whenever possible, and the grievant and Union steward shall not lose wages due to their necessary participation.
- 8.63 Waiver: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.
- 8.64 Severability: The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE 9

DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

- 9.1 Disciplinary action for cause may take the form of: ORAL REPRIMAND, WRITTEN REPRIMAND, DEMOTION, SUSPENSION AND DISCHARGE.
- 9.11 The Chief of Police shall have authority to administer oral reprimands and written reprimands.
- 9.12 The City Council shall have authority to administer suspension, demotion, and discharge.
- 9.2 Any Officer including a probationary Officer, shall be granted the right to review any material in the form of a written reprimand before such document is placed in his/her personnel file and shall be granted five (5) days to prepare a written response to the charges. The written response shall be signed and dated and shall be attached to the written reprimand for inclusion in the personnel file. The written reprimand shall contain a signature line and date line to be signed and dated by the Officer at the time he/she is granted the right to review the document.
- 9.3 Any Officer, including a probationary Officer, shall be granted the right to review his/her personnel file consistent with the Minnesota Government Data Practices Act (Minnesota Statute 13.01 et seq.)

- 9.4 Any Officer, except a probationary Officer, shall have a right to due process, and to the Grievance Procedure, Article 8, for actions of suspension, demotions, and/or discharge provided that the Grievance Procedure is initiated in writing within ten (10) calendar days following the action.
- 9.5 The above listing of disciplinary actions in ascending order of severity shall not be construed to mean that any action must take the form of progression through the listed steps. A serious or flagrant violation may lead to immediate discharge for cause.
- 9.6 The City shall expunge from the Officer's file any material found to be false or substantially inaccurate.
- 9.7 An Officer shall be given a copy of any written documents of a disciplinary nature placed in his/her personnel file.

ARTICLE 10

SEPARATION FROM EMPLOYMENT

- 10.1 Employees shall be considered separated from employment based on the following actions:
 - 10.11 Resignation: Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of resignation. Failure to give such notice may result in the forfeiture of all earned vacation. In the event of unusual circumstances beyond the employee's control, the City may waive the fourteen (14) calendar day notice requirement.
 - 10.12 Retirement: Employees shall retire from employment effective the first full payroll period following the employee's sixty-fifth (65th) birthday, subject, however, to the laws of the State of Minnesota and other applicable regulations affording employees under certain circumstances the option to work until age seventy (70), as such regulations may apply according to said laws or regulations.
 - 10.13 Discharge: Employees may be discharged from employment as provided by Article 9, DISCIPLINE, DISCHARGE and PERSONNEL RECORDS.
 - 10.14 Absence from Work: Employees absent from work without an approved absence as provided by this Agreement may be discharged as provided by Article 9, DISCIPLINE, DISCHARGE and PERSONNEL RECORDS.
 - 10.15 Inability to Perform Job Duties and Responsibilities: Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 9, DISCIPLINE, DISCHARGE and PERSONNEL RECORDS.
- 10.2 Employees re-employed by the City following separation shall be considered an original hire and shall again serve a probationary period.

- 10.3 Employees separated from employment shall be compensated for allowable, accumulated vacation, holiday, compensatory time off and calculated sick leave benefits payable balances except, if discharged for cause, accumulated vacation and sick leave benefits payable balances shall not be paid. In the event of an employee's death, such payment shall be made to the employee's spouse, designated beneficiary or estate pursuant to requirement of law at the time of occurrence.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 All full-time and part-time employees who are original hires or rehires, following separation, shall serve a probationary period of one (1) year.
- 11.2 The City, at its discretion, may discharge an employee during the probationary period, by written notice, without such discharge being a violation of this Agreement or being grievable as provided by Article 8, GRIEVANCE PROCEDURE. Except as otherwise restricted by law (Veterans Preference).
- 11.3 The probationary period may be extended for a period of up to three (3) months upon written notice, stating the reason for the extension.
- 11.4 During the probationary period, employees shall accumulate vacation and sick leave as provided by Articles 15 and 17, respectively.
- 11.5 Probationary employees shall receive holiday pay per Article 16.

ARTICLE 12

HOURS OF WORK

- 12.1 Hours of work shall be in increments of eight (8) or ten (10) hours per day, such hours to be scheduled by the City for the best interest and convenience of the City.
- 12.2 A work schedule designating the hours per day, days per week/month and assigned daily shifts shall be established and posted by the City in periods of a calendar month.
- 12.21 The above referenced monthly schedule shall be posted for viewing on or before the tenth (10th) day of the preceding month.
- 12.22 Voluntarily requested changes to the above work schedule shall be arranged no later than midnight of the sixth (6th) calendar day preceding the date of the beginning of the shift for which the change is requested. "Voluntarily requested changes" shall be defined as situations of convenience connoting release from duty for reasons having desirable characteristics.
- 12.23 Requests for changes to the work schedule for emergency situations may be

made at any time prior to or during an assigned shift or duty period. "Emergency Situations" shall be deemed as unplanned, unforeseeable occurrences usually outside the control of the employees requesting the change and connoting situations having undesirable characteristics, with some exceptions, such as childbirth. (Examples of emergency situations, not intended to be all inclusive are: illness of employee or immediate family, accident, death in the family, property damage, personnel shortage, inordinate amount of criminal activity or possible activity, etc.).

- 12.3 All employees shall be at their assigned duty station, ready for work, at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the employer, except as otherwise authorized by this Agreement.
- 12.4 Nothing in this Agreement shall be construed as, nor is intended to be, a guarantee of any hours of work per normal week or day.

ARTICLE 13

OVERTIME, CALLBACK, COURT TIME, NIGHT SHIFT DIFFERENTIAL, STANDBY

13.1 Definitions:

- 13.11 OVERTIME: "Overtime" shall be defined as hours worked in excess of the eight (8) or ten (10) hour scheduled day, assigned by the City and worked by the employee, and to include assigned work during scheduled "off duty" days.
- 13.12 CALL BACK: "Call Back" shall be defined as unplanned notification to report for duty during a period scheduled for off duty time.
- 13.13 COURT TIME: "Court Time" shall be defined as the period of time involved in conferring with the City Attorney or other responsible authority before and after a trial or hearing and including the time of trial or hearing during a period scheduled for off duty time.
- 13.14 NIGHT SHIFT DIFFERENTIAL: "Night Shift Differential" shall be defined as an amount of money payable, in addition to the basic wage, for those Officers, both full-time and part-time, performing duty from the designated time set by the duty roster as the beginning of the night shift, which occurs from 5:30 p.m. to 5:30 a.m. Night Shift Differential shall be payable for only those hours assigned as the regular eight (8) or ten (10) hour night shift, and shall not piggy-back on Call Back time and the like. In the event, however, over fifty (50%) percent of an Officer's assigned shift falls within the Night Shift hours, then Night Shift Differential shall be paid for the full eight (8) or ten (10) hour shift.
- 13.15 STANDBY: "Standby" shall be defined as a period of time on Sunday, and other days, as assigned by the Police Chief, during which an Officer, while otherwise off duty, shall remain available, within a 15-minute response area, to report for duty in the event of an emergency call or other call which requires

immediate action.

13.2 Rate of Compensation:

13.21 Overtime compensation shall be at the rate of time and one-half the regular rate for actual, authorized hours of work performed and rounded to the nearest one-quarter hour.

13.22 Call Back compensation shall be at the rate of time and one-half the regular rate for actual, authorized hours of work performed and rounded to the nearest quarter hour with a guaranteed minimum of two (2) hours.

13.23 Court Time compensation shall be at a rate of time and one-half the regular rate for actual, authorized hours of work performed and rounded to the nearest quarter hour with a guaranteed minimum of two (2) hours.

13.24 Night Shift Differential shall be paid at the rate of \$1.35 per hour. Each Officer shall be responsible for noting on his/her time sheet, each pay period, the number of hours qualifying for Night Shift Differential payment. The value of those qualified hours shall be paid to the Officer each pay period with the amount listed on the payroll check stub as a separate line item for Night Shift Differential.

13.25 Standby time shall be paid at the rate of \$5.00 per hour.

13.3 The method of compensation for Overtime, Call Back and Court Time shall be selected by each Officer, each payday, as either banked compensatory time off or payroll check, except that banked compensatory time off shall not accrue to an amount to exceed eighty (80) hours. All accumulated hours exceeding the applicable maximum bank time shall be paid to the employee at the rate of time and one-half the regular rate, payment to be included each pay period.

13.4 For the purpose of calculating compensation, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

ARTICLE 14

COMPENSATION

14.1 Employees shall be compensated in accordance with the salary schedule marked "Exhibit A" attached hereto and made a part of this Agreement. The salary schedule referenced herein includes a 2% wage increase in 2022 and a 3% wage increase in 2023.

ARTICLE 15

VACATION

- 15.1 Full-time employees shall earn vacation based on years of continuous employment in accordance with sub-paragraphs 15.11 through 15.16, below. Part-time officers shall be granted vacation benefits, beginning January 1, 2000, on a pro-rated basis, calculated as described in sub-paragraph 15.17.
- 15.11 From the start of employment to the last day of the first year, vacation shall be earned at the rate of 40 hours per year.
- 15.12 From the first day of the second year of employment through the last day of the fifth year, vacation shall be earned at the rate of 80 hours per year.
- 15.13 From the first day of the sixth year of employment through the last day of the twelfth year of employment, vacation shall be earned at the rate of 120 hours per year.
- 15.14 From the first day of the thirteenth year of employment through the last day of the seventeenth year of employment, vacation shall be earned at the rate of 160 hours per year.
- 15.15 From the first day of the eighteenth year of employment through the last day of the twenty-fourth year of employment, vacation shall be earned at the rate of 200 hours per year.
- 15.16 From the first day of the twenty-fifth year of employment, vacation shall be earned at the rate of 240 hours per year.
- 15.17 Part-time officers shall earn vacation based on years of continuous employment as follows. The vacation benefit for the current year shall be the calculated ratio of the hours worked in the preceding year to full-time employment of 2,080 hours. For example, the hours worked in 2021 divided by 2,080 times the accrual rate shall equal the benefit available in 2022. Hours worked in 2022, similarly calculated, shall determine the benefit available for 2023. A part-time officer who is eligible to receive vacation leave but has worked for the City for less than a year shall earn vacation leave based off a ratio of the hours of work regularly scheduled for each month as a percentage of a full-time employee. The annual rate of accrual shall be the same as for full-time officers as stated in sub-paragraphs 15.11 through 15.16.
- 15.2 Vacation may accrue to a maximum of twice the amount of the current year's rate of accumulation with the anniversary date of employment designated as cut-off date. Any accumulation exceeding the aforementioned maximum allowable accumulation amount will be forfeited by the employee upon his/her anniversary date of employment.
- 15.3 Planned vacations of five (5) days or more must be scheduled no later than fourteen (14) calendar days prior to the first day of requested vacation.

- 15.4 Vacations of less than five (5) days duration must be scheduled no later than five (5) days prior to the first day of requested vacation, provided that the Chief of Police may grant a waiver for sufficient cause.
- 15.5 No more than one (1) Officer shall be granted vacation on any given day.
 - 15.51 The Chief of Police and Sergeant shall ensure that vacations do not overlap so that the Chief of Police or Sergeant will be accessible at all times.
- 15.6 Requests for vacation shall be approved on a first come, first serve basis. In the event of simultaneous requests, the Officer having greater seniority shall be given preference. Seniority shall be established by the date of employment.
- 15.7 Employees shall be compensated at their regular rate of pay for all vacation hours taken.

ARTICLE 16

HOLIDAYS

16.1 Eleven (11) days during the calendar year shall be considered paid holidays for full-time employees.

16.2 The eleven (11) holidays shall be designated as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	December 25

16.21 Both full-time and part-time Officers shall be paid at the rate of time and one-half for those hours actually worked during the calendar day of the holiday. In addition, full time Officers shall be compensated at the base/basic rate for eleven (11) holidays in a lump sum amount, payable in December each year.

16.3 Part-time Officers shall be eligible for holiday benefits, meaning the lump sum payment at the base/basic rate in December, each year, on a pro-rated basis, calculated similarly to "vacation" in sub-paragraph 15.17, above. Example, hours worked in 1997 divided by 2,080 hours times 11 holidays equals the pro-rated Holiday Benefit for 1998, etc.

ARTICLE 17

SICK LEAVE

- 17.1 Full-time employees shall accrue sick leave at the rate of ten (10) hours per month (120 hours per year) for all Officers, beginning with their first day of employment.
- 17.2 Accrued sick leave may accumulate to a permanent maximum of 960 hours. (See 17.21 - "permanent" vs. "temporary").
- 17.21 Sick Leave Paid Benefit: Upon attainment of the permanent, maximum 960 hour limit, further temporary accrual shall be recorded through the last day of the calendar year at which time payment shall be made for a value of twenty percent (20%) of the temporary accrued balance exceeding 960 hours, said benefit payable at the base/basic salary rate applicable on December 31st of the last day of the calendar year during which the sick leave was accrued. Upon calculation of the twenty percent (20%) payable benefit, the accrued balance shall be reduced to the 960 hour permanent balance effective January 1 of the following year. This process shall repeat annually. The same calculations shall be performed at the time of termination or retirement, except discharge for cause, if different than December 31.
- 17.3 Accumulated sick leave may be used for the following reasons:
- 17.31 Because of illness or injury which prevents any employee from performing job duties and responsibilities.
- 17.32 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal work day.
- 17.33 Because of an illness or injury to a member of the employee's immediate family as defined by Minnesota Statute 181.9413.
- 17.4 The City reserves the right to demand written medical verification of illness in the event of repeated or systematic use of sick leave or for periods exceeding three (3) days.
- 17.5 Misuse of sick leave benefits shall be just cause for disciplinary action or discharge.
- 17.6 Notification of an employee's intent to utilize the sick leave benefit and correlated inability to report for duty shall be made to the Chief of Police or designee prior to the scheduled starting time. Failure to give such notice may be cause for disciplinary action.
- 17.7 Part-time officers shall be eligible for sick leave benefits on a pro-rated basis, calculated similarly to "vacation" in sub-paragraph 15.17, above. Example, hours worked in 2021 divided by 2,080 hours times the appropriate rate of accrual stipulated in paragraph 17.1, shall equal the pro-rated sick leave benefit for 2022, etc. A part-time officer who is eligible

to receive sick leave but has worked for the City for less than a year shall earn vacation leave based off a ratio of the hours of work regularly scheduled for each month as a percentage of a full-time employee.

- 17.8 Officers shall be compensated at their regular rate of pay for all hours of sick leave used.

ARTICLE 18

BEREAVEMENT LEAVE

- 18.1 Bereavement Leave shall be granted for a period of up to and including 30 hours per event of death in the immediate family.
- 18.2 Immediate family, for purposes of this Article shall be defined as spouse, child, step-child, parent, step-parent, sibling, mother-in-law, father-in-law, grandparent and grandchild.
- 18.3 Officers shall be compensated at their regular rate of pay for all hours of Bereavement Leave used.
- 18.4 Part-time Officers shall be eligible for Bereavement Leave benefits on a pro-rated basis, calculated similarly to "vacation" in sub-paragraph 15.17, above. Example, hours worked in 1997 divided by 2,080 hours times 32 bereavement leave hours shall equal the benefit for 1998, etc.

ARTICLE 19

INSURANCE

- 19.1 Beginning in 2013 the Officers, spouses and dependent children will be eligible to participate in the International Union of Operating Engineers, Local 49 Health and Welfare Plan (hereinafter "Local 49 Plan"). The City agrees to contribute a monthly premium contribution of \$1,252 per month per Employee in 2022. The Employee will pay the difference between the City's contribution and the full premium cost for the Local 49 Plan. In 2023, the parties will split any increase in the monthly insurance premium 80/20. The City will pick up 80% of any increase in the monthly insurance premium, and the Employee will pay 20% of any increase in the monthly insurance premium.
- 19.11 The City's contribution toward payment of premiums does not establish nor imply sponsorship of the Local 49 Plan.
- 19.12 The City does not have a role in the administration of the Local 49 Plan nor is the City responsible for the administration of the plan in any manner.

- 19.13 The City will not be responsible for any benefits claims or appeals made by Officers, spouses or dependent children participating in the Local 49 Plan for the period in which such Employees are covered under the Local 49 Plan.
- 19.2 In addition, the City shall continue the \$50,000 Life Insurance Policy and Short Term Disability Policy (\$100 per week benefit), with the Principal Financial Group.
- 19.3 Part-time Officers shall not be eligible for insurance benefits established under this Article.

ARTICLE 20

LEAVES OF ABSENCE

- 20.1 Medical Leave of Absence: Officers are eligible for up to twelve (12) weeks of unpaid medical leave pursuant to the provision of the Family Medical Leave Act.

ARTICLE 21

UNIFORM ISSUE AND ALLOWANCE

- 21.1 Each full-time Officer shall receive an initial "Standard Issue" of new, original uniforms, to wit:
- Three long sleeve shirts
 - Three short sleeve shirts
 - Three pair of slacks (without leg stripe)
 - Three ties
 - One summer hat (baseball hat optional)
 - One winter hat
 - One intermediate jacket
 - One hat badge
 - One chest badge
- 21.11 These uniforms shall become the property of the Officer upon successful completion of the probationary period.
- 21.12 The initial "Standard Issue" shall be maintained as to number in good and respectable condition through maintenance and replacement by each Officer. Officers shall be required to present all pieces of standard issue to the Chief of Police for inspection upon demand for reasonable cause to question whether a full set of standard issue uniforms is being maintained in respectable condition.
- 21.2 Part-time Officers shall receive an initial "Standard Issue" of new, original uniforms, to wit:
- One long sleeve shirt

One short sleeve shirt
One pair of slacks (without leg stripe)
One tie One summer hat (baseball hat optional)
One winter hat
One intermediate jacket
One hat badge
One chest badge

21.21 Upon separation from service with the City of Caledonia, each part-time Officer who is a member of the Union, and, who has five (5) or more years longevity shall retain ownership of the above standard issue, except badges. Part-time Officers separating from service with the City of Caledonia, having less than five (5) years longevity, shall turn the above standard issue back to the City.

21.22 The initial “Standard Issue” shall be maintained as to number in good and respectable condition through maintenance and replacement by each part-time Officer. Officers shall be required to present all pieces of the standard issue to the Chief of Police for inspection upon demand for reasonable cause to question whether a full set of standard issue uniforms is being maintained in respectable condition.

21.23 Soft Body Armor: The City agrees to purchase a fitted/tailored soft body armor for each officer at the time of employment and every six years thereafter. For example: new officer/garment purchased: January 16, 1998. Next soft body armor purchase date: January 16, 2003. The City shall retain ownership of the garment. Officers shall be allowed to use their discretion whether or not to wear the soft body armor while on duty but assigned to activities such as: presentations to school children; presentations to other groups; directing traffic during parades, funerals, and the like; conducting bicycle safety training and similar activities.

21.231 Soft Body Amor for Part-time Officers: Part-time officers will receive soft body armor based upon the following criteria:

- a) The part-time officer must not be employed by another employer who requires or provides body armor to its employees.
- b) A part-time officer may receive new soft body armor once every five years.
- c) A part-time officer must work a consistent number of shifts every year and must work at least a total of 240 hours per year. If a part-time officer does not satisfy this requirement, the part-time officer must reimburse the City of Caledonia for the cost of the body armor. This reimbursement amount will be prorated based on the number of years the officer has met the threshold—of working a consistent number of shifts and working at least a total of 240 hours—since purchasing the vest. For example, if a part-time officer meets the threshold criteria the first year but not

the second year after purchasing the vest, the officer will reimburse the City for 4/5th of the cost of the soft body armor.

- d) A “vest” means bullet-resistant soft body armor that is flexible, concealable, and custom-fitted to the police officer to provide ballistic and trauma protection. The vest must meet or exceed the requirements of standard 0101.03 of the National Institute of Justice.
 - e) If a vest is damaged or lost as a result of the officer improperly maintaining or wearing the vest, the City will not purchase a replacement vest for the officer.
- 21.3 The City agrees to replace articles of the standard issue which are damaged to such extent that repair to presentable condition is impossible, provided that damage was sustained in the line of duty of an emergency or unavoidable nature and also provided that, prior to such damage, the article was not already in need of replacement. Articles for which replacement is requested under this paragraph shall be brought to the Chief of Police for inspection and determination of replacement at City expense. If approved for replacement, at City expense, the article of damaged clothing shall become the property of the Officer, but shall be marked in such manner as to be easily identifiable as unsuitable for duty and shall no longer be used as part of the uniform.
- 21.4 Uniform Allowance: The City agrees to pay an annual uniform allowance to each full-time officer in an amount of up to-\$750.00 in 2022 and 2023, and to each part-time officer in an amount of up to \$275.00. Uniform Allowance is specifically allotted for the maintenance and replacement of uniforms and equipment worn on the officer's person or used in the course of duty with the standard issue items being of first priority. Uniform Allowance shall be paid as follows. Reimbursement shall be paid upon presentation of documentation (invoice/receipt) on Uniform Allowance items up to \$750.00 for full time officers, and \$275.00 for part-time officers, respectively. Employees will be eligible for the uniform allowance after one year of employment with the City.

For purposes of Internal Revenue Service Tax reporting, this shall be deemed an "Accountable Plan" and disbursement amounts for Uniform Allowance shall not be reported on officers' W-2 Forms.

- 21.5 Cell Phones: The City shall furnish each police vehicle with a cell phone for officers' on-duty, work-related use.

ARTICLE 22

CONTINUING EDUCATION CREDITS

- 22.1 The City agrees to compensate each full-time Officer (at the regular rate of pay) for up to and including forty-eight (48) hours over three (3) calendar years for continuing education credits required for continued licensure certification.

- 22.2 Classes offered for continuing education credit shall be requested by the Officer and presented to the Chief of Police for review and recommendation to the Council. The Council shall approve or deny such request in whole or in part.

ARTICLE 23

PERSONAL AUTOMOBILES

- 23.1 Personal Automobiles. Officers who may be required to use their own automobiles for any authorized or required City business such as attending out of town seminars at the direction of the City, trips for performing City business, and the like, shall be reimbursed at the rate posted by the Internal Revenue Service Business Rate at www.irs.gov on that date (the date of travel).
- 23.2 No Officer shall be required, against his/her will, to transport prisoners or minors in a personal automobile.

ARTICLE 24

EXPENSE REIMBURSEMENT

- 24.1 Personal expenses of an authorized or inherently customary nature shall be reimbursed to the Officer or paid for the Officer when those expenses are directly associated with performance of duty or an authorized activity of a specific, temporary nature.
- 24.11 When an employee is required to travel away from the City of Caledonia the City will reimburse the employee up to \$9.00 for breakfast, if not provided by hotel; up to \$12.00 for lunch; and up to \$15.00 for dinner. If overnight travel is required, up to the entire \$36.00 can be used on one meal. An employee may receive reimbursement for breakfast and dinner only if the employee's work-related travel requires him/her to stay overnight. A paid invoice or receipt must be shown before reimbursement is received. No reimbursement will be made for alcoholic beverages. Meal reimbursements are for employee's meals only.
- 24.12 Inherently customary expenses, such as parking meter expenses and telephone expenses, related to business, shall be reimbursed without a receipt.
- 24.2 Only business-related expenses shall be reimbursed. An Officer shall be reimbursed for expenses incurred for himself/herself, prisoners and/or other charges under his/her control. Expenses of a spouse or other person who voluntarily accompanies the Officer shall not be reimbursed.

ARTICLE 25

PERSONAL PROPERTY DAMAGE/REPLACEMENT

- 25.1 The City agrees to repair, replace or reimburse an Officer the current depreciation value of a personal item damaged or destroyed in the line of duty, after the Officer has exhausted all other means of recovery such as petitioning the court to order reparation of damages from the criminal.

ARTICLE 26

COMMUNITY SERVICE TIME

- 26.1 The City agrees that Officers may take up to and including four (4) hours of scheduled duty time per month, attired in uniform, to attend community service meetings.
- 26.2 The City agrees that Officers may attend their primary weekly religious service during scheduled duty times if unable to attend otherwise, but discourages wearing of the uniform at such service.

ARTICLE 27

PAYROLL DEDUCTION PLAN

- 27.1 The City agrees to deduct the Union Membership Fees from one payroll of each month and shall submit the sum of all membership fees by check made payable to the Union.

ARTICLE 28

FINALITY

- 28.1 The City and the Union acknowledge that during the “meet and negotiate” process resulting in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 28.2 Therefore, the City and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any terms and conditions of employment whether or not such condition is specifically covered by this Agreement.
- 28.3 Any and all prior Agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 29

MUTUAL AGREEMENT CONTRACTS

- 29.1 Nothing in this Agreement shall prohibit or restrict the right of the City from entering into a Mutual Agreement Contract for services performed by employees covered by this Agreement.

ARTICLE 30

DURATION

- 30.1 Except as explicitly provided otherwise, this Agreement shall be effective for the period beginning January 1, 2022 and ending December 31, 2023 (this is with the understanding that changes to benefits only, and not language changes, are retroactive to January 1, 2022), and shall continue in full force and effect thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other, in writing, no later than sixty (60) days prior to the expiration date of this contract.
- 30.2 In consideration of the terms and conditions of employment established by this Agreement and recognition that the grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
- 30.21 The Union, its Officers and members will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such occurrence, the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.
- 30.22 The City agrees not to engage in, instigate, or condone any lock-out of employees.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

AGREED to this ____ day of _____, 2022 as the full and complete understanding of the parties for the duration specified by the signature of the following representatives.

LAW ENFORCEMENT LABOR SERVICES, INC.

CITY OF CALEDONIA

LELS Business Agent

Mayor

Union Steward

City Clerk/Administrator

EXHIBIT "A"
BASE/BASIC RATE

Full-Time Officers: The City may hire full-time police officers with prior experience in an accredited police officer position at step 1 or 2. Step movement on the pay structure shall occur on the employee's anniversary date of hire.

Part-Time Officers: The base/basic rate for part-time Officers who are members of the Union, but who have less than five (5) years of police experience and have served less than 400 hours with the City of Caledonia Police Department, shall be at the rate of Step 1, shown below, for permanent part-time Officers. The base/basic rate for permanent part-time Officers who are members of the Union, and, who have five (5) or more years of police experience, and who have served 400 or more hours with the City of Caledonia Police Department, shall be at the rate of Step 2, shown below, for permanent part-time Officers.

2022-2023 Wages:

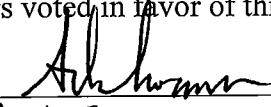
Full-Time Officers			2022	2023
	Step 1	0-12 Months	\$24.01	\$24.73
	Step 2	13-24 Months	\$26.16	\$26.95
	Step 3	25-36 Months	\$27.48	\$28.30
	Step 4	37-48 Months	\$28.79	\$29.66
	Step 5	49-60 Months	\$30.10	\$31.00
	Step 6	61+ Months	\$31.45	\$32.39
Permanent Part-time Officers			2022	2023
	Step 1		\$22.83	\$23.51
	Step 2		\$25.05	\$25.80
Sergeant Position			2022	2023
	Step 1	0-12 Months	\$25.93	\$26.71
	Step 2	13-24 Months	\$28.24	\$29.09
	Step 3	25-36 Months	\$29.67	\$30.56

	Step 4	37-48 Months	\$31.09	\$32.02
	Step 5	49-60 Months	\$32.51	\$33.48
	Step 6	61+ Months	\$33.96	\$34.97

PRIOR EXPERIENCE: Any prior Police Officer experience in an accredited Police Officer position may be recognized, as agreed upon between the Union and the City of Caledonia for determination of position on the wage schedule for new full-time hires and position on the part-time schedule. Such placement would not be greater than the 13-24 month (Step 2) scale.

STATE OF MINNESOTA)
COUNTY OF HOUSTON)
CITY OF CALEDONIA)

I, Adam Swann, city clerk and administrator for the City of Caledonia, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 28th day of February, 2022, the original of which is on file in this office. I further certify that 4 members voted in favor of this resolution and that 4 members were present and voting.

Signed 

Date March 2, 2022