

AGREEMENT

By and Between

THE CITY OF VIRGINIA

and

LAW ENFORCEMENT LABOR SERVICES, Inc.

(LOCAL UNION #195)

JANUARY 1, 2020

to

DECEMBER 31, 2022

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ARTICLE 1. PREAMBLE

The City of Virginia, hereinafter referred to as “Employer”, and Law Enforcement Labor Services, Inc. (LELS), representing employees in those classifications covered by this Agreement, hereinafter referred to as the “Union,” agree to the following provisions covering wages, hours, and working conditions during the period of this Agreement. This Agreement is intended to advance the friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

Section 1.1. Definitions

Base Salary Rate: For purpose of calculating Deferred Compensation, Health Care Savings Plan and Longevity, Base Salary Rate shall be defined as an employees regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances

Chief: The Chief of the City of Virginia Police Department.

Department: The City of Virginia Police Department.

Employee: An Employee of the City of Virginia Police Department occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Employer: The City of Virginia.

Overtime: Work performed at the express authorization of the Employer in excess of the Employee's regularly scheduled work shift.

Probation: A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

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

Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 195).

Union: Law Enforcement Labor Services, Inc.

ARTICLE 2: RECOGNITION

The Employer recognizes Law Enforcement Labor Services as the duly-recognized collective bargaining agent for all essential employees of the Virginia Police Department who are public employees within the meaning of Minn. Stat. 179A.03, Subd 14, excluding supervisory employees within the meaning of Minn. Stat. 179A, Subd. 17 and excluding confidential employees within the meaning of Minn. Stat. 179A.03, Subd. 4.

ARTICLE 3: REPRESENTATION & UNION SECURITY

- A. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-Union affiliation, by either the Union or the Employer.
- B. All present employees who are members and fair-share members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the sixth (6th) month following the beginning of their employment, or on and after the sixth (6th) month following the effective date of this contract, whichever is the later.

ARTICLE 4: CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, fair share and initiation fees, of the Local Union having jurisdiction over such employee and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check off procedures and timing shall be worked out locally.

The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due from the Employee, who because of absence from work or termination of employment, has no wages payable to him at the regular time for dues deduction.

Furthermore, the Union shall indemnify and save the Employer harmless against any and all claim, demands, suits or other forms of liability that may arise out or by reason of action taken or not taken by the Employer in reliance upon certified lists furnished to the Employer by the Union.

The Employer shall bear full cost of the undertaking of deducting dues or fair share from the bargaining unit employees, except that the Union agrees to furnish the dues deduction authorization, printed or typed, in a form approved by the Union and the Employer.

ARTICLE 5: NO INDIVIDUAL AGREEMENT

The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE 6: JOB STEWARD

The Employer recognizes the right of the Union to designate a Job Steward or Grievance Committee to handle such Union business as may from time to time be delegated to the Job Stewards or Grievance Committee by the Union. The Union will provide the Employer the names of any employees elected as Job Stewards or Grievance Committee members.

ARTICLE 7: MANAGEMENT RIGHTS

The right of the City Council to transfer, discipline employees, and the management of the property and equipment of the Law Enforcement Department is reserved by and shall be vested exclusively in the City Council through its duly-appointed committees. The City Council or the State Statutes shall have the right to determine how many employees there will be employed or retained together with the right to exercise full control and discipline in the proper conduct of the Law Enforcement Department operation. The Department shall have the sole right to contract for any work it chooses, direct employees to perform such work wherever located in its jurisdiction. The Employer shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as it deems necessary for the efficient operation of the Law Enforcement Department. The Union and the members agree to cooperate with the Employer and its representatives in all respects to promote the efficient operation of the Law Enforcement Department. The provisions of the Article, however, are subject to the right of the employees, as herein stated.

ARTICLE 8: MINIMUM STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 9: EMPLOYMENT STATUS

- A. A regular employee is hereby defined as a person who is regularly scheduled for a minimum of forty (40) hours per week.
- B. Regular Seasonal Employee: A regular seasonal employee is hereby defined as a person on the active payroll only during the season in which his/her services are required.
- C. Temporary Employee: A temporary employee is hereby defined as a person hired for a period of time not to exceed ninety (90) days and separated from the payroll at the end of such period. The exception to this rule shall be that a temporary employee may be hired for longer than a ninety (90) day period if such temporary employee is replacing a regular full time or regular seasonal employee off work due to illness or injury on the job. Any such temporary employee hired for the extended period shall be selected from a list provided by the City of Virginia hiring policy, which list shall consist of names of persons willing to perform such temporary service to the Employer. In the event a temporary employee hired from such list is subsequently hired as a regular full time employee without a break in service, such employee shall receive seniority credit for all time worked for the Employer. For the purpose of this section, a break in service shall be defined as a lay off of any duration or any other cessation of service to the Employer. The Employer does agree that it shall not use this definition to subvert the seniority provisions of this Agreement or to reduce the seniority of any employee. At the time of hiring, temporary employees will be notified that their employment is temporary, and that they shall accrue no rights under this Agreement for such periods of time worked, except as described above. Successive appointments to temporary

positions will not be made, unless a temporary employee is made a regular, full time employee and the vacancy filled by the temporary employee still exists, and this language shall not be interpreted to allow a temporary employee to permanently replace a regular full time or regular seasonal employee.

- D. Employees on the Eligibility List: In the event of a vacancy or new position, the top three (3) candidates for the position, as submitted following the hiring policy of the City of Virginia, and shall consecutively serve a trial period of employment in the vacant or new position. Such trial periods shall not exceed one (1) month for each of the three (3) employees. Such trial period shall be for reviewing the employees' ability and willingness to handle the duties and responsibilities of the vacant or new position. While serving temporarily in the vacant or new position, the employee shall be paid at the rate of the vacant or new position. The employee subsequently chosen for the vacant or new position shall be given credit towards seniority for any trial period served, except for any period served in a temporary vacancy. The top three (3) employees on the eligibility list for a position where there is a temporary vacancy shall be required to fill such temporary vacancy as long as scheduling will permit and there is no additional cost to the Employer. In the event that these three (3) employees are unable to fill such temporary vacancy, the vacancy shall be filled by seniority as per current practice.

ARTICLE 10: PROBATIONARY PERIOD

- A. All newly hired employees shall serve a twelve (12) calendar month probationary period. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.
- B. Upon completion of the twelve (12) month probationary period, the employee shall be granted seniority rights from the date originally hired and shall be paid not less than wages paid in the classification as shown in Article 16.
- C. All probationary employees shall be eligible for other benefits to be granted in accordance with the specific terms of those Articles in the Labor Agreement, except holidays.
1. Upon Completion of the twelve (12) month probationary period the employee shall be compensated retroactively for all holidays celebrated the last six (6) months of the twelve (12) month probationary period.
 2. New Employees shall not be eligible for floating holiday during their 1st year of employment.

ARTICLE 11: WORK SCHEDULE

- A. All uniformed personnel shall be placed on a twelve hour rotating shift schedule, as the Chief of Police deems necessary.
- B. Each employee working the twelve-hour schedule outlined above shall accumulate eight (8) hours of accumulated time per twenty-eight (28) day cycle. The time shall be converted to float days in the following format: two (2) – twelve (12) hour float days each quarter. The Regular Schedule shall be four (4) consecutive twelve (12) hour shifts followed by four (4) days off and

then four (4) more consecutive twelve (12) hour shifts to be followed by four days off, etc. This regular schedule shall result in the employee working 168 hours in a 28-day work period.

Overtime will be paid at the rate of time and one-half (1 ½) in cash or comp time for all hours worked over 168 hours in a 28 day-period and for all hours worked in excess of an employee's regular schedule. All use of sick leave hours, vacation leave hours and training hours are to be considered worked in computing overtime for the purpose of FLSA.

- C. Detectives will work a ten (10) hour shift with start times to be set by the Chief. or any shift deemed necessary by the Chief of Police.
- D. All the above personnel may be shifted from time to time as may be necessary by the Chief of Police.
- E. The Employer agrees to meet and confer with the Union prior to making any changes in the current shift schedule. This agreement to meet and confer shall not be construed to limit the Employer's right to change the work schedule.
- F. Four (4) day notice of schedule change. Any changes in schedule (not due to comp time or planned personal leave request) without a four (4) days' notice: that shift will be an overtime shift for the officer involved.
- G. When the need arises for someone to work overtime, an officer will be called in to work the shift based on seniority starting at the most senior officer. In the event of a last minute shift coverage, the outgoing shift will not work more than six (6) hours. The most senior officer on the outgoing shift shall have first choice and the choice shall move down the seniority list. Full shifts of such length that they require posting to be filled on a temporary basis shall be handled on the basis of seniority. If no officer volunteers to work the overtime shift, then the junior officer will be required to accept the overtime.
- H. There shall be one (1) 20 minute and one (1) 30 minute rest period per twelve (12) hour shift of employment.
- I. Call-Outs: Employees, when called to work on holidays, Sundays, or any other unscheduled day, shall be paid the applicable rate of pay for such day for the work performed but in no case shall they receive less than four (4) hours straight compensatory time.
- J. In the event that the maximum work week is reduced by a legislative act or other governmental act, to a point below the regular work week provided herein the rate of pay in the various classifications shall become open for negotiations.
- K. Compensatory Time: Employees working overtime shall have the option of either being compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay or receiving compensatory time at the same rate. Employees will not be allowed to carry more than 48 hours of compensatory time after which they will be compensated for all additional overtime worked at the above rate. Employees may use compensatory time provided that a two (2) day

advance notice has been given to the Chief of Police and further provided that staffing requirement allows it.

Employees have the option of exchanging a maximum of forty (40) hours of accumulated Compensatory Time for cash in one (1) or two (2) installments per year.

ARTICLE 12: PAY PERIODS

All employees covered by this Agreement shall be paid in full bi-weekly. Not more than one (1) pay period shall be held on an employee. All employees shall be paid at the end of their working pay period provided that a responsible person is on duty and in no event later than forty-eight (48) hours after a work period. The Union and Employer may by mutual agreement provide for semi-monthly or bi-weekly pay periods. Each employee shall be provided with a statement of gross earnings and itemized statement of all deductions for any purpose.

ARTICLE 13: BONDS AND PREMIUM

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer, who shall continue to provide the professional liability insurance that is now in effect.

ARTICLE 14: PHYSICAL EXAMINATION

Physical, mental or other examinations required by a government body, or the Employer, shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations are to be taken at a convenient location and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year or as outlined in Article 24. Employees will be required to take examinations during their working hours, and receive compensation for all hours spent during such examination. The Employer reserves the right to select its own medical examiner or physicians, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

ARTICLE 15: MISCELLANEOUS

A. Safety Equipment

No employee shall be required to drive a vehicle that does not comply with all State and City safety regulations. All vehicles shall be equipped with adequate heaters, defrosters, floor matting, seat belts, and safety shields.

B. Health and Sanitation

Clean, sanitary rest rooms shall be maintained at all times by the Employer.

C. Loss or Damage

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for equipment.

ARTICLE 16: WAGES AND CLASSIFICATION

		1/1/2020	1/1/2021	1/1/2022
		3.00%	3.00%	2.75%
CAPTAIN	116 % of Patrol	\$6,156.65	\$6,341.35	\$6,515.74
DETECTIVE	112 % of Patrol	\$5,944.36	\$6,122.68	\$6,291.06
LIEUTNANT	108 % of Patrol	\$5,732.06	\$5,904.01	\$6,066.38
SERGEANT	104 % of Patrol	\$5,519.76	\$5,685.35	\$5,841.70
PATROL OFFICER				
	<i>New Step</i> 10 Year	\$5,307.46	\$5,466.68	\$5,617.02
	<i>New Step</i> 7Year	\$5,203.39	\$5,359.49	\$5,506.88
	5 Year	\$5,101.36	\$5,254.40	\$5,398.90
	4 Year	\$5,078.29	\$5,230.64	\$5,374.48
	3 Year	\$5,055.28	\$5,206.94	\$5,350.13
	2 Year	\$4,984.57	\$5,134.11	\$5,275.30
	1 Year	\$4,860.12	\$5,005.92	\$5,143.58
	6 months	\$4,477.54	\$4,611.87	\$4,738.70
	Start	\$4,439.11	\$4,572.29	\$4,698.03

A. Promotion

Any employee shall be paid at the wage scale above when assigned to a higher rank position.

B. Out-of-Rank Pay

The Employer will also pay out of rank pay to any officer taking over the duties of a higher rank provided those duties were performed for a minimum of twelve (12) hours.

C. School/Training

1. It is understood and recognized that the employees covered by this agreement are required to attend P.O.S.T. classes in order to maintain their P.O.S.T. license. Every attempt will be made to allow employees to attend the necessary classes during their regular scheduled work shift. When an employee is ordered to attend classes in Law Enforcement, as a part of their regularly scheduled work shift said employee shall be compensated at the regular rate of pay.

2. In the event an employee cannot attend training on their regular scheduled work shift and with the approval of the Chief of Police, the Employer agrees to compensate the employee at a rate of one and one-half (1-1/2) times their regular pay. The intent of this section is to compensate an employee for the time the employee spends attending training as a part of employee's regularly scheduled work week for purposes of computing wages and overtime as provided by this agreement with management retaining the right to modify the schedule pursuant to Article 11 of this Agreement.

D. Shooting Pay

An additional five dollars (\$5.00) per month will be paid if the officer complies with the required thirty (30) rounds fired per month.

E. Shift Differential

Police Department employees shall receive one hundred ten dollars (\$110) per month.

F. K-9 (Canine) Compensation

Additional compensation will be paid to the officer responsible for care of canine duties in accordance with Fair Labor Standards Act.

G. Field Training Officer (FTO) Compensation

An additional fifty cents (.50) an hour will be added to base salary rate for time worked as a Field Training Officer (FTO).

H. Longevity Pay

Employees, upon completion of five (5) years continuous service as a regular employee, shall receive a salary increase of two percent (2%) based upon their total earnings; upon completion of ten (10) years of continuous service, they shall receive an additional two percent (2%) increase for a total of four percent (4%); upon completion of fifteen (15) years continuous service, they shall receive an additional two percent (2%) for a total of six percent (6%); and upon completion of eighteen (18) years of continuous service, they shall receive an additional two percent (2%) increase for a total of eight percent (8%).

Employees hired after 1/1/07 will no longer receive longevity on base pay as per the schedule in the contract. However, any employee hired after 01/01/07 shall receive Health Care Savings Plan in lieu of longevity as per Article 23.

I. Mileage Pay

Employees shall not be expected to furnish cars. Where an employee is expected to use his/her own car in the line of duty, such employee shall be paid the mileage rate as set by the City of Virginia and the Employer shall have blanket coverage on insurance. This shall not be construed to mean that said car is to be used for patrol duty.

J. License Fees

Employer shall pay on behalf of each employee any license fee required to be paid by such employee to maintain status as a law enforcement officer.

K. Expenses

All employees, because of their duties, when asked to remain away from the City of Virginia shall receive food and lodging during their absence in accordance with the Employer’s travel reimbursement policy, in addition to the regular hourly wages.

L. On Call Pay

Those employees who are assigned to the position of Detective shall be provided On Call pay at a rate of \$2.00 per hour that they are assigned to be On Call. On Call status shall mean that the employee agrees to stay maintain the ability to respond to the Department within one hour and agrees to be mentally and physically able to respond to situations when the employee is receiving on call pay.

M. Deferred Compensation

For the purposes of the City of Virginia 457 Retirement Plan, the Employer’s contribution match to the Employee’s deferred compensation plan will be calculated on annual base wage only, paid on a monthly basis. New hires are not eligible for Employer match while on probation. If an employee wishes to participate, they may do so at any amount.

Effective 01/01/2020: After the employee has served for one-year, each year, the City shall make a non-elective contribution of one percent (1%) of each employee's base wage into a deferred compensation plan as defined by State Statute 356.24, without any Employee contribution required.

In addition to the one (1%) percent City contribution listed above:

If the Employee contributes 1%	The Employer Contributes 1%
If the Employee contributes 2%	The Employer Contributes 2%
If the Employee contributes 3%	The Employer Contributes 3%

After Five Years of Service, Elective Contribution increases

If the Employee contributes 4%	The Employer Contributes 5%
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ARTICLE 17: UNIFORMS

- A. The Employer is to maintain a clothing allowance of six hundred dollars (\$600.00) per year thereafter. Uniform reimbursements will be \$300.00 each January and July of each contract year. The allowance shall include maintenance of uniforms. Employee must sign uniform/equipment reimbursement form prior to getting reimbursed. These payments shall comply with all IRS regulations for Fringe Benefits.
- B. When uniforms or other employee items of personal property are substantially torn or destroyed, in the line of duty, the Employer will replace the officer's garments or property.
- C. Employees are expected to be dressed on duty in a neat and professional manner.
- D. Uniform allowances will be based on a pro-ration of the days worked in the year; thus, an employee on short term or long term disability will not accumulate uniform allowance.

- E. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be compiled with by the employee. The cost of such personal identification shall be borne by the Employer.

ARTICLE 18: EDUCATION INCENTIVE PLAN

- A. The Employer agrees to pay Education Expenses as per City Tuition Reimbursement Policy.

ARTICLE 19: VACATIONS

- A. Vacation will take priority over compensatory time. The step increase for vacations is due upon the employee's anniversary date (date of hire). The accrued vacation must be used before the end of each year.
- B. Employees shall follow the vacation schedule listed below:

After 1 year	96 hours
After 5 years	144hours
After 10 years	192 hours
After 15 years	240 hours
After 20 years	288 hours

Employees shall accrue twelve (12) additional hours for each year of service after twenty (20) years of service.

- C. Employees will have their vacations prorated to January 1 of the years following their hire date. They would then be eligible for vacation within the first year of being hired and would be able to take vacation starting in January after being hired. These employees will receive 2% of their earnings and their prorated vacation effective January 1. Each successive January the employee will be eligible for vacation as per Article 34. The vacation year will run from January 1, through December 31, of the current year.
- D. Employees, on April 1 of each year, must select all of their vacation except for two (2) earned weeks. The remaining two (2) weeks may be taken in one-day increments provided the employee has requested approval seven (7) days in advance and staffing requirements permit.
- E. Employees may not select more than three (3) weeks vacation between Memorial Day and Labor Day.
- F. Seniority as provided for this Contract shall prevail in selecting vacation periods. Arrangements for dates and time of vacation shall be made between the Employer and employees.
- G. All vacations earned must be taken by employees; and no employee shall be entitled to vacation pay in lieu of vacation except when agreed to by the Employer. Any vacation schedule change shall be agreed to between the Employer or its designee and the Chief of Police and the employee(s) involved. However, should extreme circumstances prevent an employee from taking all or part of his/her vacation in the current vacation year, such employee shall be assured of not losing any earned vacation.

- H. Should a holiday fall in a vacation period, the employee shall be entitled to the holiday with pay.
- I. An Employee, upon giving reasonable notice of not less than two (2) weeks or more to Employer, shall be given vacation pay before starting on earned vacation. (This must be for a period of two (2) weeks' vacation or more.)
- J. All vacation schedule requests must be posted by March 1 and completed by April 1 of the current vacation year. After April 1 there will be no bumping.
- K. Employee will be allowed to carryover one year’s worth of vacation, however the employee will only be allowed to use one year’s worth of vacation in any given year. The City’s agreement with the Union for employees with late-in-the-year anniversary dates will not lose vacation in those years where the employee moves from one accrual rate to another. The City Human Resources representative will allow carryover of the additional vacation hours and will work with the employee to reach a reasonable “use by” date. Any unused vacation at the end of a calendar year will be deposited in an employee’s Health Care Savings Account in January of the following year.
- L. Vacation entitlement will be based on a pro-ration of the days worked versus days off on short-term or long-term disability. The Employer will allow an employee off on short-term disability, long-term disability or workers compensation to carry over any unused vacation entitlement to the following year. If an employee's absence on short-term or long-term disability continues over a two (2) year period, an employee will receive a pro-ration of vacation entitlement for each year.
- M. Employees receiving workers compensation benefits will accrue vacation at 50% of their normal rate. An employee on short-term or long-term disability shall not accumulate vacation.

ARTICLE 20: HOLIDAYS

Regular employees shall be paid twelve (12) hours pay at straight time hourly rate for the following eleven (11) holidays, or days celebrated as such and when not worked. Regular employees who do work on the following eleven (11) holidays or days celebrated as such, shall be paid twelve (12) hours of additional pay for time worked on the holiday.

- | | | |
|-----------------|--|------------------|
| New Year's Day | Floating Holiday (Will be June 2 nd) | Veteran's Day |
| President's Day | Fourth of July | Thanksgiving Day |
| Good Friday | Labor Day | Christmas Day |
| Memorial Day | Columbus Day | |

The Union shall declare before the beginning of the calendar year which day they will choose as their eleventh (11th) floating holiday.

An employee on short-term or long-term disability shall not be entitled to holiday pay. An employee utilizing sick leave will be entitled to holiday pay.

ARTICLE 21: HEALTH AND WELFARE & DENTAL

A. Medical & Dental Benefits

Effective July 1, 2019 Employees shall be enrolled in a VEBA compatible Health Plan through Minnesota Public Employees Insurance Program (PEIP), with the employee to determine the level of coverage (Advantage, Value, and HSA).

1 Premiums shall be split on the following schedule:

Effective Jan 1 2020	
PEIP ADVANTAGE PLAN	80% Employer; 20% Employee
PEIP VALUE PLAN	85% Employer; 15% Employee
PEIP HSA PLAN	90% Employer; 10% Employee

2. As of July 1, 2019, the employer shall make an additional contribution to the VEBA contribution for each employee in the amount of \$800 for single and \$1600 for family. The intent is to allow for a total VEBA contribution by City of \$2000 for single and \$4000 for family in 2019.

3. Effective January 1, 2020, the employer shall contribute one-half of the VEBA contribution of \$2000 for single and \$4000 for family for 2020 into the employee’s VEBA account, the remaining other half shall be deposited by July 1, 2020.

4. Effective January 1, 2021 and beyond, employees shall be enrolled in a VEBA compatible Health Plan through Minnesota Public Employees Insurance Program (PEIP), with the employee to determine the level of coverage (Advantage, Value, and HSA).

i. Advantage Plan:
 Single/Family Premium: 80% paid by the Employer 20% by Employee.
 Employer to contribute \$1,200 single/\$2,400 family to VEBA and cover up to \$2,000/\$4,000 hardship gap as needed.

ii. Value Plan:
 Single/Family Premium: 80% paid by the Employer 20% by Employee.
 Employer to contribute \$1,200 single/\$2,400 family to VEBA and cover up to \$2,000/\$4,000 hardship gap as needed.

iii. HSA Plan: Single/Family Premium: 90% paid by the Employer 10% by Employee.
 Employer to contribute \$2,000 single/\$4,000 family to VEBA and cover up to the maximum out of pocket allowed by this plan as a hardship gap, as needed. It is noted that the intent of the language in this section is for the employer to cover the max out of pocket of the VEBA contribution, which is to carry over, year to year, until otherwise negotiated, with the further intent of encouraging all employees to move to the PEIP HSA plan allowing not only for employee savings, but considerable savings to the City.

5. For any employee hired after January 1, of each year, the VEBA contribution shall be pro-rated

dividing the deductible amount by 12, then contributing that amount into the VEBA account by the first day of the following month of hire. For any future retiree who remains on the VEBA plan, they shall continue to receive the same annual contribution into their VEBA account as the active employee group does, for either the single or family plan selected by the retiree. Deposits for new hires and terminating employees will be prorated.

6. For any employee who incurs a medical or pharmaceutical bill greater than their current VEBA fund balance, they shall be entitled to an advance of the balance of the annual Employer VEBA contribution, or the amount necessary to cover the expenses incurred, whichever is less, by providing proof of the expense, -explanation of benefits from insurer and/or actual bill from health care provider/pharmacist) being provided to the City of Virginia's Human Resource Director.
7. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer or Employee to be subject to a penalty, tax or fine, the Employees and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.
8. Qualified retired employees shall enroll in Medicare / Medicaid upon reaching age 65 and shall be furnished with a supplemental plan that maintains the same level of coverage.

B. Dental Benefits, plus the special endorsement.

Annual maximum allowance for dental insurance is \$1,500. Lifetime orthodontia maximum is \$1,500.

C. Life Insurance Benefits

Employer agrees to provide a \$20,000.00 life insurance policy to each employee while working. Employer will pay 85% of the premium. Upon retirement with twenty-five (25) years of service and the employee at least fifty (50) years old, the policy will be reduced to a \$5,000 non-contributory life insurance policy and Employer agrees to pay 100% of the premium.

D. Delinquent Contributions

Notwithstanding anything herein contained it is agreed that in the event any Employer is delinquent at the end of a period in the payment of their contribution to the Health and Welfare Program presently in effect, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare payments shall have the right to take such legal actions as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

E. Retiree Benefits

After twenty-five (25) years of service, and at the age of fifty (50) years, the Employer will provide the employee, if retired, the same hospital and medical insurance coverage as is then presently provided to the actively employed employees of the Virginia Police Department and the Employer shall continue such plan on a current basis. The Employer shall pay eighty percent (80%) of the cost of the premium for this insurance and the retired employee shall pay twenty percent (20%) of the cost of the premium. Employees hired on or after December 31, 2004 will not be eligible for this benefit.

F. Retirement

Governed by State Statute.

ARTICLE 22: DISABILITYA. Disability Compensation

In the event that an employee is disabled by an accident or injury which is compensable, and such employee at the time of such accident shall have one (1) year's seniority rights with the Employer, and the disability is such that there is a waiting period before compensation begins under the Workers' Compensation Act of the State of Minnesota, the Employer agrees to pay the employee weekly wages for the waiting period. In the event the waiting period is eventually paid by the Employer's insurer, the employee shall pay to the Employer the amount of compensation received from the insurer for said period; or the Employer may deduct the same from the employee's next wage check if the employee is employed.

B. Disability Benefits

1. The Employer agrees that in the event that any employee is disabled and thereby prevented from performing usual duties for the Employer as the result of any injury or an occurrence arising out of duties as an officer, such employee shall nevertheless continue to be paid full salary for a period not to exceed 225 calendar days from the date of such injury or disability and such absence from work shall not be charged against sick leave, provided however, that if an employee received payment under the Workers' Compensation, employee's disability salary provided herein shall be reduced by the amount of Workers' Compensation payments. Provided, further, however, that with the permission of the employee's doctor, such disabled employee may be required to perform such other duties as the Employer may from time to time provide.
2. Any employee off work who qualifies for full pay as provided in Section A above, and whose disability continues beyond 225 calendar days shall have the choice of one (1) of the following methods of payment while on Workers' Compensation:
 - a. An employee off due to injury or illness attributable to the job and, therefore, eligible for benefits under Workers' Compensation shall receive their Workers' Compensation only; or
 - b. The employee shall receive Workers' Compensation checks and upon request shall be issued a supplemental check for an amount totaling the employee's normal full wages. This supplemental payment shall be charged against the employee's accumulated sick leave and shall be paid only to the extent of eligible sick leave.
3. If an employee suffers a temporary or permanent disability which prevents him/her from performing usual duties as a result of an injury arising out of duties as an officer, the Employer shall provide such employee the same hospital, medical, dental and life insurance coverage as is provided to actively employed employees of the Virginia Police Department for as long as such employee shall be disabled; and in the case of permanent disability, for the rest of such employee's life. In the event such employee is retrained and accepts other employment with the Employer or with another employer who provides insurance coverage, and such employee is able to receive full coverage, the provisions for lifetime hospital, medical, dental and life insurance coverage as described above shall not apply.

ARTICLE 23: HEALTH CARE SAVINGS PLAN

- A. All employees who do not qualify for post retirement Health Insurance City Shall contribute to those employees' Health Care Savings Account on the following basis:
1. Beginning on the first anniversary of any employee hired after December 31, 2004, said employee shall contribute via payroll deduction 2% of monthly base earnings into the employee HCSA.
 2. In addition the Employer shall contribute 1% of the employee's monthly base earnings commencing on the employee's first anniversary date, with the level of contribution increasing as follows:
 - 3% on the employee's fifth (5th) anniversary date;
 - 5% on the employees tenth (10th) anniversary date;
 - 7% on their fifteenth (15th) anniversary date.Contributions will be made monthly.
 3. Employees hired after 1/1/07 will no longer receive longevity on base pay as per the schedule in the contract.
- B. The Parties agree that if the Union wants to add more options to increase Health Care Savings Plan contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give the Employer thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to Health Care Savings Plans.

ARTICLE 24: SICK LEAVE**A. Accumulation**

Every employee shall accumulate twelve hours of sick leave per month to a total of 240 hours per year. Following the use of such sick leave it may re-accumulate at the above-mentioned rate. An employee on short-term or long-term disability shall not accumulate sick leave. An employee is eligible for one twelve hours sick leave only after one (1) full month employment under the following policies:

Sick leave is defined to mean the absence of any employee because of illness, exposure to contagious disease, or attendance of such employee upon a member of their immediate family, as defined in Minn. Stat. Sec. 181.9413, wife, husband, and children, requiring the care or attendance of such employee. Such attending employee may be granted a leave of absence with pay for reasonable periods of time as the employee's attendance may be necessary and up to 160 hours in a year.

Employees on sick leave shall be paid the same hourly rate of pay they would be entitled to receive if they were working and shall continue to accrue sick leave at the rate provided herein.

- B. There shall be no waiting period.
- C. The employer may, after five consecutive days of sick leave use, require evidence in the form of a certificate from the physician or otherwise, of the reason for any employee's absence during the time for which sick leave is granted. An employee may be required to present evidence satisfactory to the Chief of Police of inability to work due to illness or accident.
- D. For the purpose of determining a month, it shall be understood to be a minimum of twenty (20) work days.
- E. Staff members who claim compensation for absence due to injury shall be allowed compensation due them in keeping with the terms of the Worker's Compensation policy and this absence shall not affect sick leave accumulation or benefits.
- F. Sick leave and vacation shall be computed as time worked for future benefits.
- G. Employees who use less than seventy two (72) hours of sick leave per year shall be entitled to bonus pay for unused sick leave under seventy two (72) hours. The number of hours for which an employee receives bonus pay shall not be subtracted from the employee's annual accumulation of sick leave.
- H. Family and Medical Leave Act. The Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.
- I. The Employer will provide short-term disability, which would commence on the fifth calendar day of any injury or illness, at one hundred percent (100%) pay for ninety (90) days and long-term disability for the period after ninety (90) days at two-thirds (2/3) of regular pay. Employees on long-term disability will receive two-thirds (2/3) of their average salary, excluding overtime and uniform allowance. City and the Employee will work together to timely file all necessary documentation required by the short-term disability carrier.
- J. Employees with a minimum of fifteen years of service with the Employer and are eligible for PERA pension and/or PERA Disability Benefits, or who are laid off and not recalled, shall receive their sick leave balance, not to exceed 200 hours, paid into their Health Care Savings Account.

ARTICLE 25: SEVERANCE PAY

Employees with twenty (20) years or more of continuous service with the City shall, upon retirement, receive one (1) day of vacation pay for each year of service. This amount will be credited to the employee's Deferred Compensation Plan.

ARTICLE 26: LEAVES OF ABSENCE**A. Funeral Leave**

1. In the event of a death in the immediate family of a regular, full-time employee, who had been employed at least ninety (90) days, such employee may be granted a leave of absence with pay for a period of up to three (3) days. Members of the immediate family shall include wife, husband, child (as defined by MN Statute 181.940, subdivision 4), mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, and grandchildren. If the funeral is over two hundred (200) miles from Virginia, Minnesota, two (2) additional days will be allowed.
2. When a regular employee is requested during his/her scheduled work week to serve as a pallbearer at a funeral, they shall be granted reasonable time off with pay for a period not to exceed one (1) day.

B. Personal Leave

1. Each employee shall be entitled to three (3) days (36 hours) of personal leave per year in addition to holidays granted under this contract.. Personal leave may be taken in segments of one-half (1/2) days or one (1) full day and shall not accumulate from year to year.
2. The Employer shall have the right to determine how many employees shall be entitled to take personal leave on any given day based upon the public safety. If more employees seek personal leave on a given day than the Employer determines can be permitted such leave, then such leave shall be granted by the Employer in order of seniority.
3. Personal leave days shall be divided into two (2) classifications. One day shall be called *emergency personal leave* day and the other two *planned personal leave* days.
4. Personal leave days must be requested in writing at least two (2) weeks in advance and must be approved or denied by the Chief of Police within seventy-two (72) hours from the date of receipt. Employees using a planned personal leave day shall go by the above-mentioned guidelines. The above guidelines do not apply for emergency personal leave day.

C. Union Business Leave

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours notice is given to the Chief of Police, specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

D. Jury Duty/Court Duty

1. When employees are expected to appear in court on their day off, they shall be compensated at one and one-half (1-1/2) times the hourly rate of compensatory time for court appearance, with a minimum of four (4) hours.
2. Where or when court has been adjourned or rescheduled and no notification has been given and

received by affected employees, they shall be entitled to not less than four (4) hours of compensatory time.

3. Where the conditions in Section D1 and D2 are by the selection and arrangement of said officers, then Section D1 and D2 shall not apply.

ARTICLE 27: SENIORITY

- A. The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment, provided, however, that no time prior to as discharge or quit shall be included. The employee's seniority shall not be diminished by a temporary layoff due to lack of work, shortage of funds, or any other contingency beyond the control of either party to this Agreement.
- B. The policy of seniority shall prevail to regular employees, with full employment annually.
- C. The seniority list shall be posted and kept up to date by the Employer. A copy of the up-to-date list shall be made available to Law Enforcement Labor Services. Said seniority list shall contain the name and starting date of each employee.
- D. The Employer and the Union agree with that seniority be a factor in making assignments and promotions. Competitive examinations shall be given for all promotions within the service. These examinations shall be open to anyone who can meet the minimum requirements. However, the final position in the eligible register may be weighted in respect to efficiency, character, conduct and seniority in the local department which the Employer may determine from the ratings and record in the service register.
- E. When it becomes necessary to reduce the number of employees in a job classification covered by this agreement, layoffs shall take place by first laying off employees within the classification in the reverse order of seniority. (Example: An employee hired in January, 1982 would be laid off before an employee hired in February, 1978.) Employees may bump less senior employees in any job classification they held in the past. Employees shall retain the right to be recalled in their order of seniority to fill a subsequent job opening in the classification they were laid off from or a lower classification for two (2) years after the initial layoff in the order of seniority. It shall be the employees' responsibility to notify the Employer of their current address. Notification of recall shall be done by Express Mail. Employees shall have eighteen (18) days to respond to an offer of recall. Upon responding to a notice of recall, employees shall be given an additional two (2) weeks if necessary to provide notice to a current employer. An employee who does not respond to an offer of recall within the time allowed by this section loses all seniority rights.

ARTICLE 28: GRIEVANCE PROCEDURE

A. Processing a Grievance

The aggrieved employee 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 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.

B. Grievance Procedure

Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

- Step 1** An employee or the Union Representative 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 Chief of Police. The Chief of Police 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 by the Union within ten (10) calendar days after the Chief of Police'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, there will be a Step 2 meeting held with the HR/Safety Director, the Chief of Police, the aggrieved employee, and a Union Representative. The HR/Safety Director shall give the Union the Employer's Step 2 answer in writing within (10) calendar days after the Step 2 meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer'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 Personnel Committee of the City Council. The Personnel Committee of the City Council shall give the Union the Employer's Step 3 answer in writing within the (10) calendar days after receipt 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 City Council's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the mediation. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.
- Step 5** A grievance unresolved in Step 4 and appealed to Step 5 may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Upon receipt of a list of arbitrators from the Bureau of Mediation Services, the parties shall have the right to alternately strike three names each from the list. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

C. Arbitrator's Authority

1. 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, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall submit in writing his/her decision with in thirty (30) days following the close of the hearing or the submission of the briefs of the parties, whichever is later, unless both parties agree to an extension thereof. The decision of the Arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the Arbitrator violates the provisions of Minnesota Statutes.
2. The fees and expenses for 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.

D. 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 consider 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.

ARTICLE 29: DISCIPLINE/DISCHARGES

No employee, after twelve (12) months of continuous employment, shall be disciplined or discharged except for "just cause." Written reprimands, suspensions, demotions or terminations shall be in writing and a copy sent to the Exclusive Representative's Business Agent. Violations of this article shall be subject to the grievance procedure found in Article 29.

ARTICLE 30: JOB VACANCIES

All grievances in connection with the filling of a job vacancy or new position shall be referred to the proper step of the Grievance Procedure of this Agreement.

ARTICLE 31: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any riders thereto should be held invalid by the operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has

been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement pertaining to the same subject matter for such Articles or Section during the period of invalidity or restraint.

ARTICLE 32: GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and wherever any words are used in the plural they shall also be construed to include the singular.

ARTICLE 33: DURATION

- A. This Agreement shall be effective from the first day of January, 2020 and shall continue in full force and effect up to and including the 31st day of December, 2022 and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the first day of January, 2023 shall notify the other party in writing that it desires to terminate or modify the Agreement, it shall then expire on December 31, 2022. If the notice is one of modification, the parties shall then begin negotiations on the proposed modification as soon as possible after such notice has been given. During the period of negotiation on the modifications, the terms and conditions of the Agreement on which there was no request for modifications shall remain in full force and effect.
- B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party is to give the notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF we have set our hands and seals this ____ day of _____ 2019.

FOR THE CITY OF VIRGINIA

FOR LAW ENFORCEMENT LABOR SERVICES

