

**LABOR AGREEMENT
BETWEEN THE**



AND

**MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION UNION**

SERGEANTS

2023-2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I. PURPOSE OF AGREEMENT	1
ARTICLE II. RECOGNITION	1
ARTICLE III. DEFINITIONS	1
ARTICLE IV. EMPLOYER SECURITY.....	2
ARTICLE V. EMPLOYER AUTHORITY	2
ARTICLE VI. UNION SECURITY	2
ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	3
ARTICLE VIII. SAVINGS CLAUSE	5
ARTICLE IX. PROBATION.....	5
ARTICLE X. SENIORITY	6
ARTICLE XI. DISCIPLINE.....	6
ARTICLE XII. OVERTIME	7
ARTICLE XIII. WORK SCHEDULE AND HOURS OF WORK	8
ARTICLE XIV. SEVERANCE PAY	10
ARTICLE XV. VACATION	10
ARTICLE XVI. WAGES	10
ARTICLE XVII. INSURANCE	11
ARTICLE XVIII. SICK LEAVE WITH PAY	12
ARTICLE XIX. UNIFORM ALLOWANCE	14
ARTICLE XX. WORKING OUT OF CLASSIFICATION	14
ARTICLE XXI. HOLIDAYS	14
ARTICLE XXII. SAFETY	15
ARTICLE XXIII. NON-DISCRIMINATION IN EMPLOYMENT	15
ARTICLE XXIV. PRODUCTIVITY	15
ARTICLE XXV. POST TRAINING	15
ARTICLE XXVI. WAIVER.....	15
ARTICLE XXVII. DURATION	16

LABOR AGREEMENT BETWEEN THE CITY OF RED WING AND
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION UNION

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023, between the City of Red Wing, hereinafter called the EMPLOYER, and the Minnesota Public Employees Association Union, hereinafter called the UNION.

It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all Police Sergeants employed by the City of Red Wing, Minnesota, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, Subdivision 14, excluding all other employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 UNION: The Minnesota Public Employees Association Union.
- 3.2 UNION MEMBERS: A member of the Minnesota Public Employees Association Union.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Red Wing Police Department.
- 3.5 EMPLOYER: The City of Red Wing.
- 3.6 CHIEF OF POLICE: Chief Law Enforcement Officer of the City and Administrative Head of the Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Minnesota Public Employees Association Union.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the EMPLOYEE'S scheduled shift. The overtime rate is determined by the hourly rate of the grade and step an employee is assigned to and multiplied by one and one half (1 1/2).

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAK: Periods during the Scheduled Shift during which the EMPLOYEE remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAKS: A period during the Scheduled Shift during which the EMPLOYEE remains on continual duty and is responsible for assigned duties. The City will also pay employees for a 30 minute lunch period at the Officers applicable base hourly rate for training if applicable.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment, or other action as defined by law.
- 3.13 IMMEDIATE FAMILY MEMBER: Legal Spouse, children, foster children, siblings, parents, grandparents, aunts, uncles, nephews, nieces, grandchildren, or step-family members of the employee or employee's spouse; and court-appointed permanent member of the employee's household.

ARTICLE IV. EMPLOYER SECURITY

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

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate EMPLOYEES from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate within two weeks of signing the contract, or any changes in designated personnel.

- 6.3 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representation. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such Union Representatives and of their successors when so designated as provided by Article 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, signed by the EMPLOYEE involved, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the

EMPLOYER-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER- designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 by means of requesting a list of arbitrators from the Bureau of Mediation Services within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at

that step by the EMPLOYER. The time limits in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

- 7.7 Choice of Remedy. If as a result of the written EMPLOYER response to Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Section 50 of the Red Wing Personnel Rules, Veteran's Preference, or Fair Employment.

If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the Arbitration procedure as provided in Step 4 of Article VII. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article VII. The election set forth above shall not apply to claims subject to the jurisdiction of the U.S. EEOC.

ARTICLE VIII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Red Wing. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX. PROBATION

- 9.1 All promoted, newly hired or rehired EMPLOYEES will serve a six (6) month probationary period. Said probation may be extended up to six (6) months (for a total of 12 months) at the Police Chief's discretion.
- 9.2 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER. During the probationary period, an EMPLOYEE other than a newly hired or rehired employee may be placed in his/her previous position at the sole discretion of the EMPLOYER, provided such is allowed by any applicable union contract, veterans' preference, or other law.
- 9.3 A newly hired or rehired EMPLOYEE shall earn vacation and sick leave benefits in accordance with the vacation and sick leave articles, but shall not be entitled to use earned vacation until the completion of the first six (6) months of employment.
- 9.4 During the first six months of an EMPLOYEE'S probationary period, the EMPLOYEE may choose to return to his/her previous position provided such is allowed by any applicable union contract, veterans' preference, or other law and does not interfere with management rights under Section 9.2.
- 9.5 Employees promoted to a Sergeant position shall receive starting pay at the next highest hourly rate on the Sergeant pay schedule that is a minimum of \$1.00 per hour more than their previous position. After the six month probation period, the EMPLOYEE is eligible

for a step increase if placed at the minimum step of the pay grade with satisfactory performance and will be eligible for a step increase annually based on the promotion date and Pay Appendix.

ARTICLE X. SENIORITY

- 10.1 Seniority shall be determined by the EMPLOYEE'S length of continuous employment as a Sergeant with the Police Department. The list shall be posted in an appropriate location.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have the opportunity to return to work within two (2) years of the time of his/her layoff before any new EMPLOYEE is hired. Notification shall be by certified letter, and upon receipt of, the EMPLOYEE shall have fourteen (14) days to return to work.
- 10.3 Senior EMPLOYEES will be given preference with regards to transfers when the job relevant qualifications of EMPLOYEES are equal in the sole discretion of the EMPLOYER.
- 10.4 The union consents to allow any EMPLOYEE promoted out of this unit the right to come back into this unit in the event of demotion or layoff in said promoted position.

ARTICLE XI. DISCIPLINE

- 11.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one or more of the following forms:
 - A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 11.2 Suspension, demotions or discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge to become part of the EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. The EMPLOYEE will receive a copy of such reprimands and/or notices. The UNION shall have the right to know the result of any disciplinary action taken by the EMPLOYER, but not the EMPLOYEE'S name without the EMPLOYEE'S consent all to the extent permitted by law.
- 11.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative present at such questioning.

11.6 Any grievances relating to a discharge shall be initiated by the UNION in Step 2 (at the department head level) of the grievance procedure under Article VII.

ARTICLE XII. OVERTIME

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

12.2 Overtime will be distributed as equally as practicable.

12.3 Overtime refused by EMPLOYEES will for record purposes, under Article 12.2, be considered as unpaid overtime worked.

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

12.5 Overtime will be calculated to the nearest fifteen (15) minutes.

12.6 EMPLOYEES have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.

12.7 Call-Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. Any extension or early report to a regularly scheduled shift for duty does not qualify the employee for any call-back pay.

Court Time

An employee who is required to appear in court or is subpoenaed to appear in an administrative hearing related to his/her work during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. In order to be entitled to Court Time pay pursuant to this paragraph, the employee must report to work or a court or hearing location. An employee who appears by telephone or video conferencing from his/her home is not entitled to Court Time pay in accordance with this paragraph. An extension or early report to a regularly scheduled shift for a court/hearing appearance does not qualify the employee for the three (3) hour minimum. Employees appearing by telephone or video conferencing from home will be reimbursed in 15 minute increments.

Employees required to appear in court during their off-duty time who are canceled after 4:30 p.m. the day before the scheduled date for the Court Time shall receive the Court Time pay. If court is cancelled prior to or at 4:30 p.m. the day before the date for the Court Time, then the Court Time minimum would not be paid to the officer.

12.8 The first forty (40) hours of accumulated overtime would be a choice of compensatory time off or pay at the choice of the EMPLOYEE with scheduling approved by the

EMPLOYER; that after forty (40) hours, the EMPLOYER would specify compensatory time or with pay.

ARTICLE XIII. WORK SCHEDULE AND HOURS OF WORK

13.1 For purposes of the Fair Labor Standards Act (FLSA), the City and the Union hereby establish and designate a fourteen-day/eighty-six-hour work period. This designation does not impact any right that a sergeant may have under the contract to receive premium pay (also referred to as overtime pay) at one and one-half times the regular rate of pay for gap hours worked in excess of the normal scheduled shift. See Article XII, Overtime.

Time spent participating in required training will be considered "hours worked" for purposes of the FLSA standard. If a sergeant participates in approved training, but does not exceed eighty-six hours worked in the fourteen-day period, the sergeant will be compensated at his/her regular rate of pay for the first six (6) hours of training.

13.2 There will be a base hourly rate for all officers. This base is determined by the hourly rate of the grade and step an employee is assigned to. This will be called the base hourly rate.

Base pay for Canine Sergeant will include their base rate plus the additional premium pay for additional duties as stated in the contract. This rate is calculated by taking the monthly premium rate X 12 months divided by 2080 and then adding that premium rate per hour to the base rate. This rate is then used for their OT rate. Canine premium pay is 10 hours of overtime pay per month. Pay for Investigative Sergeant will include their Base Rate and a bi-weekly stipend. The bi-weekly stipend will become effective the date of the 2023-2024 contract ratification and will not result in any retroactive payment. Investigative premium pay is \$1680 per year to start and \$3600 after 12 months.

13.3 The normal work year is two thousand and eighty hours (2080) to be accounted for by each EMPLOYEE through:

- A. Hours worked of assigned shifts,
- B. Holidays,
- C. Assigned training, and
- D. Authorized leave time.

13.4 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

13.5 Training will be scheduled for a minimum of three (3) or more hours except for firearms (pistol, shotgun and rifle) training, which will be scheduled for a minimum of two (2) hours or more. Mandatory training will be scheduled 14 days prior to the training by written notice.

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

13.7 Definitions

- A. For the purpose of this Article, a shift shall mean a regularly assigned duty assignment of eight, ten, or twelve hours or any other time mutually agreed to by the EMPLOYEE and EMPLOYER. The Police Chief retains sole discretion as to the number and the rotation of shifts. Non-uniformed supervisor shifts shall be determined by the Police Chief.
- B. A uniformed supervisor shall mean any Sergeant who normally appears for work in uniform.
- C. A non-uniformed supervisor shall mean any Sergeant who normally appears for work in civilian clothes.

13.8 The average work week is forty (40) hours ($2080 \div 52$) with the understanding that shift assignments are to be made without reference to the standard seven (7) day period.

13.9 For each day an officer is scheduled by the Department to be on-call, the officer will be compensated as follows: one straight time (1) hour of wages at the applicable base rate for the officer for every day of such assigned duties; or if mutually agreeable, time added to the officer's compensatory time bank for every day of such assigned duties.

13.10 Sergeants will be paid for hours actually worked in each two (2) week pay period. If hours in a regularly scheduled shift span two (2) pay periods, the hours will be paid at the officer's base hourly rate in the pay period in which they were worked. Sergeants will not receive premium pay (contract overtime) for hours worked as part of a regularly scheduled shift, including hours that span two (2) pay periods.

13.12 Night Shift Differential

Sergeant unit employees will receive night shift differential for all hours actually worked between the hours of 6:00pm and 6:00am above the base hourly rate. The night shift overtime rate = base pay + night shift differential x 1.5.

Supervisory Unit employees who primarily work the night shift will also be paid at the base hourly rate plus night shift differential for accrued time off (sick, vacation and/or compensatory time) used between 6pm and 6am.

The amount of the shift differential will be \$0.90 per hour in year 1 and \$0.95 in year 2.

For example:

Officer A works an eleven (11) hour night shift as overtime and wants it in the form of compensatory time. The comp time computation would be without the differential and 16.5 hours ($11 \text{ hrs} \times 1.5 = 16.5\text{hrs}$) of comp time would be credited to Officer A.

Officer B normally works the night shift, but comes on day duty for court time and receives the minimum call-back time under the current language of three (3) hours of overtime.

The overtime pay would not include any night shift differential because it occurred during a day shift.

Officer C normally works a day shift, but takes a night shift as over time and wants the cash. Officer C would receive one and one-half (1½) times the applicable hourly base pay (Example \$25.04 base hourly pay plus .85 shift differential = \$25.89 per hour x 1.5 = \$38.69 overtime rate).

13.13 A Sergeant acting as a Field Training Officer (FTO) or a part-time Training Officer would receive additional compensation for such duties as follows:

one straight time (1) hour, or pro rata portion thereof, of wages at the applicable rate for the officer for every full shift of such assigned duties; or if mutually agreeable, time added to the sergeant's compensatory time bank for every full shift of such assigned duties, or pro rata portion thereof.

ARTICLE XIV. SEVERANCE PAY

EMPLOYEES who terminate employment due to death, disability or voluntary resignation in good standing with at least two weeks' prior notice to EMPLOYER, shall be compensated for one-third (1/3) of their accumulated sick leave (up to first 1,000 hours) and one-half (1/2) of their sick leave bank (hours over 1,000). Any accrued benefits (vacation and sick severance) compensatory time severance or year-end comp time paid is reimbursed at the base hourly rate. That in the event State law prohibits payment of these accumulated sick leave funds to an EMPLOYEE because they are deemed to be a supplemental pension or deferred compensation plan in addition to the primary pension program, that the EMPLOYER has no obligation to compensate the EMPLOYEE pursuant to this Article. "In good standing" for purposes of this provision means that the EMPLOYEE has not been advised by the EMPLOYER that his/her employment will be terminated unless he/she resigns, excluding settlement agreements.

ARTICLE XV. VACATION

15.1 The following minimum vacation accrual schedule is established:

Months of Service		Vacation Accrual Rates	
0 to 24 months	0-2yr	3.08 hrs/biweekly	10 days/yr.
25 to 96 months	2-8yr	4.62 hrs/biweekly	15 days/yr.
97 to 180 months	9-15yr	6.46 hrs/biweekly	21 days/yr.
181 to 216 months	16-18yr	6.77 hrs/biweekly	22 days/yr.
217 to 252 months	19-21yr	7.08 hrs/biweekly	23 days/yr.
253 to 288 months	22-24yr	7.39 hrs/biweekly	24 days/yr.
289 months	25yr	7.69 hrs/biweekly	25 days/yr.

15.2 Vacation in excess of one (1) day must have two (2) weeks prior notice. Vacation leaves may be taken in quarter hour increments.

ARTICLE XVI. WAGES

16.1 See Appendix A & B attached.

ARTICLE XVII. INSURANCE

17.1 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the VEBA for the Open Access Network is \$750 single/\$1500 family. The annual City funding into the VEBA for the Limited Access Network is \$1250 single/\$2500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan.

The EMPLOYER will provide a second option for health insurance in the form of a high deductible plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$1750 single/\$3500 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$2250 single/\$4500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this second option at the end of any plan year.

The EMPLOYER will provide a third option for health insurance program in the form of a high deductible/minimum value plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$2625 single/\$5250 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$3125 single/\$6250 family. In 2023, the City will also provide an Accident Policy through AFLAC for those EMPLOYEEES who participate in the high deductible/minimum value plan. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this third option at the end of any plan year.

The 2023 deductible amounts are: basic health insurance program (first option) \$1500/\$3500, high deductible plan (second option) \$3500/\$7000, and high deductible/minimum value plan (third option) \$6350/\$12,700.

The EMPLOYER will provide an EMPLOYEE who has an alternative source of group health coverage that is not a part of the City's group plan an opt-out payment of \$3,600 for the year. (For less than the whole year, the opt-out payment is adjusted proportionately regarding the period for which the City's health coverage would have applied.) No EMPLOYEE will be allowed to waive/reduce existing coverage unless they can offer proof of coverage under an alternative group health plan. Further, no opt-out payment is due if the City knows or has reason to know that the EMPLOYEE or any other member of the EMPLOYEE's expected tax family does not have, or will not have, the alternative coverage.

An EMPLOYEE may qualify as a participant in the Opt-Out program during the plan year if HR is notified of a qualifying life-changing event (e.g., marriage) that provides them with alternative coverage, within thirty days of the event.

The opt-out payment is paid in equal monthly installments on the EMPLOYEE'S 1st pay period of the month. If an EMPLOYEE participating in the Opt-Out program separates employment with the City during a plan year, an opt-out payment continues only through the last payroll period employed.

An opt-out and waiver of health coverage is in effect for only one (1) plan year (January 1- December 31, 2023)

The EMPLOYER will provide a basic dental program. The EMPLOYEE will pay 25% of the premium.

The EMPLOYER will contribute 100 percent of the total monthly cost per employee towards a \$50,000 group term life insurance.

The EMPLOYER shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the EMPLOYEE.

17.2 As per MN statute 471 Subd 2b, the statute allows members of the bargaining unit, upon retirement, to continue hospitalization coverage to age 65, under the existing program, at the same rate as the City group, but at the member's expense.

17.3 Eligible employees shall have their severance payment deposited to their Health Reimbursement Trust account as specified below.

The EMPLOYER shall deposit 100 percent of the sick leave severance as stated in Article 14 into the EMPLOYEE'S VEBA. The EMPLOYER will also deposit 50 percent of the vacation severance into the EMPLOYEE'S VEBA.

ARTICLE XVIII. SICK LEAVE WITH PAY

18.1 Permanent full time EMPLOYEES covered under the Agreement shall be credited sick leave at the rate of 4.62 hours bi-weekly, with a maximum accumulation of 1000 hours. After the EMPLOYEE has accumulated 1000 hours of sick time, the EMPLOYEE will continue to be credited thereafter with sick leave at the rate of .92 hours bi-weekly. Sick leave will not be compounded for time lost from work for such time compensated by Workers' Compensation. Sick leave will be granted when the EMPLOYEE himself/herself is ill, injured, or disabled and unable to work. In the event sick leave is taken for more than two (2) consecutive work days, the EMPLOYEE agrees to furnish proof of care by a medical doctor. The EMPLOYER reserves the right to medically examine at the EMPLOYER'S expense any EMPLOYEE claiming sick leave. In order to receive credit for sick leave, EMPLOYEE agrees that he/she will report or cause to be reported to his/her supervisor (or the Senior Officer on duty if the supervisor cannot be reached) before the time he/she normally reports to work that he/she is sick. Continued or willful failure to report will be cause to refuse sick leave. Sick leave may be taken in quarter hour increments.

- 18.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 hours and one for any accrued hours over 1000 hours. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.
- 18.3 An employee who participates in the health screening incentive program and meets the eligibility for the next year will be granted a wellness day of eight (8) hours in the first payroll of January to be used in that calendar year. Any individual who qualifies within the year will receive a prorated accrual and will then need to meet the eligibility for the next year. The wellness day is paid time off that the employee may use on a regularly scheduled workday for any reason with prior approval from the employee's supervisor. A wellness day may not be broken into hours and/or divided across multiple workdays and it must be used within the calendar year. Wellness days have no cash value and an unused wellness day will not be paid out to the employee under any circumstances.
- 18.4 Emergency Leave. A full-time EMPLOYEE shall be granted an emergency leave with pay in the event of a death, serious injury, or a serious or contagious illness within the immediate family. Employees may be granted emergency leave to serve as pallbearers at a funeral; no such leave will be granted for honorary pallbearers. An honorary pallbearer is defined as a pallbearer who is one of a number of individuals designated as honorary pallbearers, such as the entire patrol officer unit. Employees may be granted emergency leave to attend the funeral of an employee of the Red Wing Police Department or a deputy of the Goodhue County Sheriff's Department, as long as the Red Wing Police Department can operate in a safe and effective manner.

Limitations. Emergency leave shall be granted only for the time necessary to attend to the emergency situation and/or make necessary arrangements to handle an emergency. Such leave may include: time needed to travel to and from and attend a funeral including reasonable family services and events, or time needed when an immediate family member is seriously injured or ill, e.g. significant surgery, hospitalization, emergency medical service, recovery after surgery, grief counseling, estate matters, illness recovery or hospice-type arrangements. The request for emergency leave, along with a complete description of the circumstances causing the emergency leave, shall be made to the Police Chief. Careful consideration shall be given to the nature of the emergency and the intent and purpose of this leave.

Emergency leave shall be charged as sick leave and limited to no more than twelve (12) days per calendar year. Any emergency leave time over three (3) consecutive days will be evaluated on a case by case basis and must be approved by the Council Administrator.

- 18.5 It is agreed that if an EMPLOYEE of the EMPLOYER shall receive a compensable injury and have accrued benefits under sick leave, the EMPLOYER shall pay the difference between the compensation received by the EMPLOYEE and his/her regular monthly pay rate, same to be deducted from sick leave benefits.
- 18.6 Sick leave with pay may be used if necessary to care for immediate family members.

ARTICLE XIX. UNIFORM ALLOWANCE

19.1 EMPLOYEES will be given a uniform allowance to purchase required uniforms. Employees have the sole responsibility to have required uniforms per policy.

Employees must purchase and wear uniforms in accordance with Police Department Policy #1 Uniforms, Grooming, and Officer Appearance. Employees must keep uniforms clean, neatly pressed, unobtrusively repaired and shall be properly worn in accordance with Police Department Policy #1 Uniforms, Grooming, and Officer Appearance.

The carrying of any article or equipment on the employee or in the vehicle not issued by the department is prohibited unless the article or equipment is specifically authorized, in writing, by the Police Chief or designee.

The Uniform Allowance will be \$890.64(3% increase on 1/1/2023) and \$917.36(3.0% increase on 1/1/24). Unless negotiated differently by EMPLOYER and EMPLOYEE, after 1993 the uniform allowance will be increased each year by the amount of the base salary increase received by EMPLOYEES from year to year. The employee will receive the first half of the uniform allowance in the second pay check in January and the second half in the second paycheck in July. The payment for each uniform allowance will be made by electronic deposit that is separate from the deposit that is made for the employee's regular pay. This clothing allowance is considered taxable income. Beginning employee's uniform amount will be prorated based on start date in the calendar year. Beginning employees that terminate prior to the end of their probationary period are required to turn in all clothing and equipment purchased with the uniform allowance.

19.2 The EMPLOYER will provide the following equipment at the time of issuance: department handgun and magazines with holders, radio and related equipment, badges (2 breast and 1 cap), ID, departmental patches, ammunition, belt, handcuff case, handcuffs, holster, flashlight and holder, ASP and holder, chemical aerosol and holder, key holder and any other issued items. Equipment furnished by the EMPLOYER will be returned upon termination /resignation.

The EMPLOYER will provide a Tactical Vest Carrier for an Investigative Sergeant.

ARTICLE XX. WORKING OUT OF CLASSIFICATION

EMPLOYEES assigned by the EMPLOYER the responsibilities of a higher job classification for longer than thirty (30) days shall receive the salary schedule of the higher classification for the duration of the assignment over thirty (30) days.

ARTICLE XXI. HOLIDAYS

EMPLOYEES will receive twelve (12) eight hour holidays, payable in the second pay check in November of each year. The payment for the holiday pay will be made by electronic deposit that is separate from the deposit that is made for the employee's regular pay. Holiday payout will be paid at the base rate (no shift differential will be included); eligibility is based on the last pay period in November. Holidays will be prorated for all beginning employees and employees who leave employment prior to the end of the year based on the date of termination in the calendar year. In the event that the employee resigns or is discharged after receiving the

holiday pay, the City is authorized to deduct any pay for holidays that occur after the employee's last date of employment from the employee's final paycheck. In the event that the employee's final paycheck is not large enough to re-pay the City for the holidays that occur after the last day of employment, the employee must repay the City within fourteen days of the employee's last date of employment. EMPLOYEES will receive time and one-half their hourly rate for all hours worked on the 11 official City holidays (Employee Handbook) and on Juneteenth, if the State of Minnesota recognizes Juneteenth as a paid holiday for State employees.. EMPLOYEES must begin their shift on the calendar day of the holiday and the entire shift must be worked to receive pay at time and one-half. If an employee is not scheduled to work on Juneteenth, they will not receive holiday pay for that day.

ARTICLE XXII. SAFETY

The EMPLOYER and the UNION agree as to the necessity of establishing safe and healthy working conditions. EMPLOYEES are obligated to cooperate in the implementation of regulations establishing such conditions.

ARTICLE XXIII. NON-DISCRIMINATION IN EMPLOYMENT

It is agreed by the EMPLOYER and the UNION that both parties shall provide for equal employment opportunities and membership in the UNION and will not discriminate against any employee on any basis prohibited by state or federal law.

ARTICLE XXIV. PRODUCTIVITY

The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the City. To this end the UNION will cooperate with the EMPLOYER in studies intended to measure and improve productivity. The UNION will also encourage its members and officers to make suggestions to the EMPLOYER that in the judgment of said members and officers would aid in improving productivity.

ARTICLE XXV. POST TRAINING

The EMPLOYER shall pay the costs of EMPLOYER required POST training. The City will assume the cost of the POST license as a matter of its personnel policy as it does with the other employees required to hold a license. It shall be the officers' responsibility to pay for their POST license and then submit a receipt of payment to the department within a timely fashion for reimbursement.

ARTICLE XXVI. WAIVER

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

26.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The EMPLOYER and the UNION each voluntarily and unequivocally waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or conditions of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXVII. DURATION

This Agreement shall be effective as of the 1st day of January of the year 2023 and shall remain in full force and effect until the 31st day of December, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24th day of April, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

City of Red Wing	FOR MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
DocuSigned by: <i>Mike Wilson</i>	DocuSigned by: <i>Alec Rolain</i>
9170102001005324DF Michael Wilson, Mayor	C6748100B13024 Alec Rolain, Union Representative
DocuSigned by: <i>Teri Swanson</i>	DocuSigned by: <i>Tony Grosso</i>
31176201056993245FA Teri Swanson, City Clerk	E44F2011030437P Tony Grosso, Union Steward
DocuSigned by: <i>Kay Kuhlmann</i>	DocuSigned by: <i>Mark Mandelkow</i>
91650102001005324DF Kay Kuhlmann, City Council Administrator	6700102001005324DF Mark Mandelkow, Union Steward

2023 Pay Table (3% General Wage Increase effective 1/1/23)

			Start	6 month	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
Position	DBM Grade	DBM Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Patrol Sergeant	B32	3250	\$35.68	\$36.75	\$37.82	\$38.88	\$39.95	\$41.04	\$42.10	\$43.17	\$44.25	\$45.31	\$46.38

Investigative
Sergeant

Incentive Pay

Start \$1680/Annually

After 12 Months \$3600/Annually

Canine Sergeant Base + 10 hours of OT monthly

\$1000 Stipend to employees actively employed as of June 30, 2023

2024 Pay Table (3% General Wage Increase effective 1/1/24)

Start 6 month 1 year 2 year 3 year 4 year 5 year 6 year 7 year 8 year 9 year

Position	DBM Grade	DBM Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Patrol Sergeant	B32	3250	\$36.75	\$37.85	\$38.95	\$40.05	\$41.15	\$42.27	\$43.36	\$44.47	\$45.58	\$46.67	\$47.77

Investigative
Sergeant Incentive
Pay

Start \$1680/Annually
After 12 Months \$3600/Annually

Canine Sergeant Base + 10 hours of OT monthly