

# LABOR AGREEMENT

BETWEEN



City of Benson MN

AND



**Law Enforcement  
Labor Services, Inc.**

REPRESENTING:  
**Benson Patrol Officers  
LOCAL # 12**

January 1, 2020 – December 31, 2022

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## ARTICLE 1 - PURPOSE

- 1.1 This AGREEMENT is entered into between the City of Benson, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc., hereinafter called LELS.
- 1.2 The intent and purpose of this AGREEMENT is to:
  - a. Establish certain hours, wages and other conditions of employment;
  - b. Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application;
  - c. Specify the full and complete understanding of the parties; and
  - d. Place in written form the agreement upon terms and conditions of employment for the duration of this Contract.

## ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes LELS as the exclusive representative under Minnesota Statutes § 179A.03, Subd. 8, for all peace officers subject to licensure of the City of Benson bargaining unit as identified by the Bureau of Mediation Services, State of Minnesota. This includes all peace officers subject to licensure of the City who are employed for more than 14 hours per week and/or more than 67 work days per year excluding supervisory and/or confidential employees.
- 2.2 In the event that the Employer and LELS 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 for determination.

## ARTICLE 3- EMPLOYER RIGHTS AND RESPONSIBILITIES

- 3.1 It is recognized that, except as expressly stated herein; the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to select and hire all personnel; to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to promote, suspend, discipline, or discharge employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, and to perform any inherent managerial functions not specifically limited by this Agreement.
- 3.2 The Employer agrees to publish reasonable work rules and regulations and make copies of both available to employees.

## ARTICLE 4- LELS RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer agrees to deduct the regular monthly dues, for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction or other deductions mutually approved by LELS and the Employer. The Employer agrees to remit such regular monthly dues in a manner to be prescribed by LELS.
- 4.2 LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under the provisions of the foregoing paragraph.
- 4.3 The Employer agrees not to enter into any agreement with employees, covered by this Agreement, individually or collectively, or with any other organization, which in any way conflicts with the provisions of this Agreement.
- 4.4 LELS may designate employees from the bargaining unit to act as its representative and shall inform the Employer of such choice and of any changes in the LELS representative in writing.
- 4.5 The Employer agrees to make space available on the Employer bulletin board for the posting of LELS notice(s) and announcements that have the Employer's prior approval, and to make space available for meetings when it does not conflict with the operation of the department.
- 4.6 Any employee who is called in for an internal investigation may request that a representative of LELS be present during any questioning.
- 4.7 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absences, with prior approval and without pay, for the purpose of conducting LELS business when such time will not unduly interfere with the operations of the department.
- 4.8 The Employer agrees that the processing of grievances shall be during the normal workday only if necessity requires. Employees shall not lose wages due to their necessary participation.

## ARTICLE 5 – EMPLOYER SECURITY

- 5.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in, or support any strike, slowdown, other interruption of, or interference with the normal functions of the Employer.

For the purpose of this Contract, a strike shall be defined as: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or part from the full, faithful and proper performance of the

duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

#### ARTICLE 6 - EQUAL APPLICATION

- 6.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without impermissible discrimination as to union or non-union membership, or any of the characteristics cited in Minnesota Statutes §363.03, Subd. 1, (2). LELS and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.
- 6.2 The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join LELS or participate in an official capacity on behalf of LELS, which is in accordance with the provisions of this Agreement. LELS shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join LELS and will not discriminate against any Employer in the administration of the Agreement because of non-membership in LELS.
- 6.3 LELS accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

#### ARTICLE 7 – SAVINGS

- 7.1 This Agreement is subject to the laws of the United States, the State of Minnesota, the County of Swift and the City of Benson.
- 7.2 In the event that 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 provision shall be voided. All other provision of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

#### ARTICLE 9 – GRIEVANCE PROCEDURE

- 8.1 For the purpose of this Agreement the term "Grievance", means a dispute or disagreement between an employee and the Employer, concerning the interpretation or application of the express provision of this Agreement.
- 8.2 In the event of such grievance arising, there shall be no suspension of operations, but an earnest effort shall be made to resolve such grievance in the manner prescribed by this Agreement.

**STEP 1.**

The employee filing the grievance shall attempt to resolve the matter with the Police Chief within twenty-one (21) calendar days from the occurrence of the matter out of which the grievance arose, or the time the employee became aware of or should reasonably have been aware of being aggrieved. The matter will be discussed informally and the Police Chief shall give his answer within ten (10) calendar days after the matter has been discussed. Every effort shall be made to settle the grievance at this step.

**STEP 2.**

If the dispute is not resolved in Step 1, the dispute shall be placed in written form stating the nature of the grievance, the name or names of employee(s) involved, the provisions of this Agreement that are alleged to have been violated, and the remedy requested. The grievance shall then be presented to the City Manager and a copy filed with LELS within ten (10) calendar days. The City Manager shall render his answer in writing within ten (10) calendar days to the aggrieved employee(s) and LELS.

**STEP 3.**

If the dispute is not resolved in Step 2, ten (10) calendar days will be allowed for preparation after which time the grievance shall be referred to the City Council at their next regular Council meeting (in a closed session as permitted by law). The employee(s) shall state whether the employee(s) wishes to have the grievance heard before the full Council or wishes to have the grievance submitted to the Director of Mediation Services, State of Minnesota, for mediation. If the employee(s) chooses to have the grievance heard by the Council, the Council shall render its formal decision in writing within ten (10) calendar days after the hearing has been held. If the employee(s) requests the grievance be submitted to mediation, the City Council shall render its formal decision in writing within ten (10) calendar days after the conclusion of the mediation meetings. The Council's decision shall be in writing to the grieved employee(s) and LELS.

**STEP 4.**

If the grievance still remains unresolved, LELS may within ten (10) calendar days submit the dispute to arbitration.

**ARBITRATION**

The arbitration proceeding may be conducted by an arbitrator to be selected by mutual agreement of the parties. The arbitrator may be obtained from the Bureau of Mediation or any person the parties can agree upon, within ten (10) calendar days after such request is made.

If the parties cannot mutually agree upon an arbitrator they shall alternately strike names from a panel of arbitrators obtained from the Bureau of Mediation Service.

The arbitrator selected shall hear and decide the grievance. Each party shall be equally responsible for compensating the arbitrator for his/her fee and necessary expenses. Each party shall be responsible for compensating their own witnesses, and for paying for a verbatim record of the proceedings if they so request one. The arbitrator shall have no

right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted by the parties of this Agreement and shall have no authority to make a decision on any other matter not submitted.

The decision of the arbitrator shall be final and binding upon the Employer and the Employee(s). The arbitrator may be requested to issue the decision within thirty (30) days after the close of the hearing.

In the case of unusual circumstances, any or all of the time limits contained in the Article may be extended by mutual agreement of the parties, if requested by either party, before expiration of the time limit designated in the Article. Requested extensions shall be for a reasonable amount of time and such extensions will not be unduly withheld. If a grievance is not presented within a time limit 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 upon extension thereof, it shall be considered settled on the basis of the Employer's last answer: If the Employer does not answer a grievance when appealed thereof, within the specific time limits, LELS may elect to treat the grievance denied at that Step and immediately appeal the grievance to the next step.

## ARTICLE 9 - DISCIPLINE

- 9.1 The purpose of disciplinary action is to correct rather than punish. The Employer will only discipline employees for just cause. Disciplinary action generally will be progressive and follow the steps listed:
1. Oral Reprimand
  2. Written Reprimand
  3. Suspension and/or Demotion
  4. Discharge

In cases of gross misconduct, incompetence or other serious and / or egregious breach of work rule(s), regulation(s) and/or expectation(s), discipline need not be progressive and may, for a first offense, involve an action up to and including discharge.

- 9.2 A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. Employees and the UNION shall receive a copy of all disciplinary entries into their personnel record and the employee shall be entitled to have his/her written response therein. The written record of a reprimand shall be removed from an employee's record for purposes of forming the basis of more severe action in the concept of progressive discipline one (1) year from the date of the written record provided no other disciplinary action is instituted during that time. The written record of a suspension and/or a demotion shall be removed from an employee's record for purposes of forming the basis of more severe action in the concept of progressive discipline three (3) years from the date of the action provided no other disciplinary action is instituted during that time.

- 9.3 All employees shall have the right to inspect their personnel file as defined by applicable law.
- 9.4 Discharge will be preceded by a five (5) day suspension without pay.
- 9.5 Employees will not be questioned concerning an investigation of potential disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the UNION within 21 days at Step 2 of the Grievance procedure under Article 8.

#### ARTICLE 10 – TERMINATION FROM EMPLOYMENT

- 10.1 A resignation is a voluntary separation from employment. To assure good standing an employee must provide his supervisor with written notice two (2) calendar weeks prior to the effective date of the resignation. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits.

#### ARTICLE 11- OFF DUTY ACTIVITIES

An employee may accept outside employment during his/her off-duty hours provided such employment is not illegal and/or would not bring discredit to his/her position or to the Employer, and it is pre-approved by the Chief of Police. Employees may be required to justify continued employment if the Employer receives complaints relative to conflict of interest or any other valid reason which would discredit the Employer or affect the employee's job performance.

#### ARTICLE 12 – VOLUNTARY SHIFT SWITCHING

Employees may voluntarily switch shifts upon prior approval of the Police Chief. Hours worked due to voluntarily switched shifts must never result in any rate except straight time rates.

#### ARTICLE 13 - SENIORITY

- 13.1 Definition. Seniority shall mean an employee's length of service with the Employer since his/her last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, being on layoff status in excess of one (1) year, termination or death. When two or more employees have the same seniority date, their position on the seniority list shall be determined by lot.
- 13.2 Full-time. Full-time employee seniority shall mean the total length of continuous employment as a full-time employee with the employer.

- 13.3 Part-time. Part-time employee seniority shall mean the total length of continuous employment as a part-time employee with the employer.
- 13.4 Lay Offs. Seniority will be the determining criterion for lay-offs and recall only when all job-relevant qualification factors are equal.
- 13.5 Probationary Periods. All newly hired or rehired employees will serve a one (1) year's probationary period. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

All employees will serve a thirty (30) day introductory period in any job classification in which the employee has not served a probationary period. Any time during the introductory period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. The Employer will submit in writing to the employee and the union the reasons for demotion or reassignment, A promoted employee may choose to return to his/her previous position within 30 days of the promotion without penalty.

- 13.6 Period of Employment. Years of service for the purpose of calculating wages or benefits for full-time employees shall be based on a calendar year.

Full-time employees shall change step positions for wages, and benefits including but not limited to vacation, wage schedule steps, longevity pay, and severance pay, on the first day of January.

Part-time employees shall change step positions for wages based on hours worked with 2,080 hours worked equaling one year.

New full-time employees hired prior to July 1st in any given year shall make the first year step change on January 1st of the following year. New full-time employees hired after July 1st in any given year shall make the first year step change on January 1st of the second year following the date of hire.

#### ARTICLE 14 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution and by state and federal statutes.

#### ARTICLE 15 - WORK SCHEDULE

The normal work year for full-time employees shall consist of 2,080 compensated hours. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

Part-time employees shall receive the same benefits under this contract reserved for Full-time employees, except as provided in Article 24, Health and Welfare, on a pro-rated basis, for all hours worked in the year, if that employee exceeds 1040 hours per year. Should the part-time employee exceed 1560 hours per year, the employee shall also receive the benefits under Article 24 on a pro-rated basis.

#### ARTICLE 16 - CALL BACK

- 16.1 Employees called out for emergencies or other unusual circumstances, or authorized Court preparation time, shall receive three (3) hours pay for the first hour or any part thereof and time and one-half (1 1/2) for any additional hours that result in hours worked in excess of the employee's regularly scheduled shift after 80 hours in a 14 day time period. Hours preceding or extending the employee's shift may not entitle the employee to the minimum.
- 16.2 For Court appearances occurring during employees off duty time, an employee shall receive three (3) hours pay for the first hour or any part thereof and time and one half (1 1/2) for any hour in Court thereafter. Two Court appearances scheduled on the same day will be considered one call out and an employee will be paid from the start of the first to the completion of the last appearance at 1 ½ times their rate of pay if those hours result in hours worked in excess of the employee's regularly scheduled shift after 80 hours in a 14 day time period. Two Court call outs will not be paid on the same day.

#### ARTICLE 17 - OVERTIME

- 17.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular hourly base pay rate for hours worked in excess of the employee's regularly scheduled shift after 80 hours in a 14 day time period. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 17.2 Overtime will be distributed as equally as practicable.
- All holiday pay for full-time employees shall be at the employee's regular rate of pay and shall not be considered as work time for the purpose of computing overtime. All approved paid leaves shall be considered as work time for the purpose of computing overtime.
- 17.3 Overtime refused by employees will, for record purposes, be considered as unpaid overtime worked.
- 17.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 17.5 Overtime will be calculated to the nearest fifteen (15) minutes.

- 17.6 Compensatory Time: Employees may accumulate up to a maximum of 120 hours of compensatory - time, in lieu of overtime payments. The compensatory time balance for each employee must be below a maximum carryover of 60 hours at the end of each year. Any balance over 60 hours (at the time that timesheets are due for the last pay period of the year) will be paid into the Employees Postretirement Health Care Savings Arrangement. Compensatory time is to be used in accordance with the provisions of Article 21, Sections 21.4 and 21.4.1.

#### ARTICLE 18 - SICK LEAVE

- 18.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per month.
- 18.2 Sick leave shall be granted for the sickness or disability of the employee or for illness or birth in the employee's immediate family as defined in Section 20.1.1.
- 18.3 The City reserves the right to request a statement from the attending physician or the medical facility regarding the family illness.

#### ARTICLE 19 - SEVERANCE PAY

- 19.1 An Employee who terminates employment with the City, shall be paid, as severance pay the employee's accumulated Compensatory, Vacation and Personal leave.

The severance pay shall be computed at the current rate of pay. 100% of the severance pay shall be deposited into the employee's Post-Retirement Health Care Savings Arrangement.

- 19.2 Employees hired prior to January 1, 1996 that qualify to draw a public pension and who retire, are eligible for an additional payment to be deposited into their Post-Retirement Health Care Savings Arrangement. This amount is equal to the number of months remaining until the retiree reaches age 65 times their total current monthly insurance premium. This amount shall not exceed the total value of the hours in the employee's deferred sick leave account plus the regular sick leave account that was not paid out as severance pay.

#### ARTICLE 20 - LEAVES OF ABSENCE

- 20.1 Bereavement Leave. A leave of absence with pay shall be granted to all full-time employees in the event of a death in the employee's or spouses immediate family. immediate family shall be defined as husband, wife, children, mother, father, brother, sister, grandparents, grandparents-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a ward in the immediate household. The time allowed depends upon travel, duties to perform in direct relation to the death and arrangements necessary to conduct, and generally will not exceed three (3) working days, except when the funeral location is 300 or more miles away. In such circumstance, up to five (5)

working days may be approved. This leave shall not be deducted from the accumulative sick leave of the employee.

20.1.2 A full-time employee may be granted a leave of absence with pay, not to exceed three (3) days, to attend a funeral where he/she is asked to be a pallbearer or act in an Honor Guard. This paid leave shall be deducted from the accumulative sick leave of the employee.

20.1.3 For a deceased employee of the City, a full-time employee will be granted time to attend the funeral with no loss in pay.

20.2 Family Medical Leave. Leaves of absence with or without pay may be granted for up to 12 weeks in accordance with the Employers Family, Medical and Other Leave Policy.

20.3 Jury Duty. When a full-time employee is selected for jury duty, he/she will receive his regular pay for such period. The employee shall turn in any amount received for Jury Duty to the City less any amount paid for mileage upon receipt.

20.4 Military Leave. A full-time employee serving as member of the Armed Forces of the United States or the State of Minnesota who is called to active duty will be entitled to a leave of absence as defined in Minnesota Statutes § 192.26, Subd. 1. The employee shall receive the difference between his/her regular municipal pay and the lesser military leave in the case of Reserve or National Guard personnel, and full pay for fifteen (15) days in the case of active duty. The employee shall accrue all benefits as though actually employed, except as otherwise provided by law.

## ARTICLE 21- VACATIONS

21.1 Employees on a part-time, student, intermittent or temporary basis, shall not earn vacation leave except as provided in Article 15.

21.2 Lay-offs, unauthorized leaves, or leave of absence without pay shall not be counted in computation of full payroll period or periods of continuous service. If an employee is being paid for less than the full payroll period, his/her vacation accruals shall be lost during that payroll period.

21.3 All full-time employees shall earn vacation leave with pay as per the following schedule:

**Hours earned per calendar year**

0- 3 years of service	80 hours per year
Beginning in the 4th year of service	88 hours per year
Beginning in the 5th year of service	96 hours per year
Beginning in the 6th year of service	104 hours per year
Beginning in the 7th year of service	112 hours per year
Beginning in the 8th year of service	120 hours per year
Beginning in the 9th year of service	128 hours per year

Beginning in the 10th year of service	136 hours per year
Beginning in the 11th year of service	144 hours per year
Beginning in the 12th year of service	152 hours per year
Beginning in the 13th year of service	160 hours per year

21.4 Employees shall request their vacation leave early each year. Vacation may be taken at such time approved by the Police Chief or his/her designee. Vacation time choice shall be on a seniority basis.

21.4.1 Vacation requests shall be reserved with the Chief of Police or his/her designee. Vacation requests submitted six months in advance or longer will be considered on a seniority basis. Any vacation time requested within less than six months of the requested block of time off shall be considered on a first come-first served preference.

21.4.2 No more than (80) hours vacation leave may be taken at one time by one employee except by mutual agreement between the employee and the Police Chief or his/her designee.

21.5 An employee may carry a balance of vacation hours up to a maximum of 240 hours at any given time throughout the calendar year. If an employee's vacation time balance rises above 240 hours, the Chief of Police may direct the employee to take time off in order to get the balance under the maximum balance of 240 hours. If there are extenuating circumstances and a greater balance of carry-over is needed, it must be pre-approved by the City Manager.

21.6 Probationary employees may not use accrued vacation leave unless there are extenuating circumstances and the Chief of Police approves the leave.

#### ARTICLE 22 — HOLIDAYS

22.1 The following are recognized as paid holidays for all full-time employees of the Benson Police Department covered by this Agreement. Holidays to be granted with pay will be:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day (Nov.11)
President's Day	Thanksgiving Day
Easter Sunday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

22.2 In addition, full-time employees shall be granted four (4) hours of holiday for the observance of Good Friday and one (1) day of personal leave.

- 22.3 All full-time employees shall be paid holiday pay equal to eight (8) hours at their regular rate of pay. Because of rotating work schedules, full-time and part-time employees required to work on a holiday, or any portion thereof, shall receive time and one-half their regular rate of pay for all hours worked on Holidays.
- 22.4 Part-time employees eligible for pro-rata holiday pay shall have the hours accrued to a holiday pay account. These hours may be paid at the employees request and upon the approval of the Police Chief or his/her designee.

#### ARTICLE 23 - INJURED ON DUTY

- 23.1 If a full-time employee is injured on the job or incurs a job-related sickness, the City agrees to pay the employee his/her daily compensated hours less any workers' compensation benefits received by the employee, and this amount shall not be charged to the employee's sick leave or vacation leave for a period not to exceed ninety (90) working days. Part-time employees shall receive compensation based upon the average number of hours worked during the previous 13 pay periods. In the event an employee is absent from work for a period of less than ten (10) days and therefore the employee does not receive any Worker's Compensation benefits for the first three (3) days, the employer paid compensation for those three (3) days shall not be charged to the employee's sick leave account or vacation leave. Full-time employees with less than one (1) year of employment with the City will be credited with twelve (12) days of sick leave for the purpose of this Article less any sick leave already used by that employee since employment with the City.

#### ARTICLE 24 - HEALTH AND WELFARE

- 24.1 Effective Date of Coverage. All full-time employees will be covered by employee medical and hospital insurance plans on the first day after the first full month of employment and upon acceptance of the application by the insurance carrier.
- 24.2 In 2018 the City moved to the Advantage Health Plan with the Minnesota Public Employees Insurance Program (PEIP). There are four levels of cost benefits but it is anticipated that most if not all employees will qualify for Cost Level 2. If employees choose a different Cost Level they will pay different amounts. See plan documents for the full schedule of benefits. Under Cost Level 2, deductibles are \$2,000 for single coverage, and \$3,200 per family member and \$4,000 per family for family coverage. Maximum out of pocket costs under Cost Level 2 are \$3,000 for single coverage, and \$5,000 per family member and \$6,000 per family for family coverage.
- 24.3 Life Insurance. The Employer will provide a \$30,000 term life insurance policy for each full-time employee. Employees eligible for family life coverage will pay the incremental cost over the amount of single coverage.

- 24.4 Employee Premium Cost. The Employer shall pay the full premium for the single health insurance coverage for the duration of the contract. Family health insurance coverage will cost the employee 30% of the monthly premium for the duration of the contract.
- 24.5 Disability Insurance. For each employee eligible for coverage under the Medical and Hospital Insurance plan, the Employer shall also provide, at no cost to the Employee, Short Term and Long Term Disability Insurance Coverage.
- 24.6 Section 125 Cafeteria Plan. All full-time employees and part-time employees who average 25 hours per week are eligible to participate in a limited Section 125 Cafeteria Plan.
- 24.7 Group Medicare Supplement Plan. Employees who retire are eligible under state law to remain on the Employers Health Care Plan indefinitely. Upon reaching the age of 65 the employee shall transfer from the active insurance group plan to the group Medicare supplement plan.
- 24.8 Employer Contribution toward Employee VEBA or HSA Account. The Employer will contribute \$1,400 for single coverage and \$2,800 for family coverage to an Employee owned VEBA or HSA account. The contribution for employees hired after January 1<sup>st</sup> of each year will be prorated based upon when their Health Insurance coverage begins. These funds will be available to the employees to pay eligible medical expenses.
- 24.9 Dental Insurance. The Employer shall provide \$20 towards a group dental insurance benefit for Employees and their Family. The Employer shall pay 100 percent (100%) of the cost for single dental insurance. The Employee shall pay the difference between \$20 and the cost for Family dental coverage.

#### ARTICLE 25 — Renewal VEBA with Postretirement Health Care Savings Arrangement

- 25.1 Renewal of VEBA. Effective January 1, 2010, Employer shall continue to make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members and eligible retirees. Employer and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.
- 25.2 Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

##### The Postretirement Health Care Savings Arrangement

- 25.3 Payment of Administration and Investment Fees and Expenses. Administration Fees under the Premium Saver Option as of 2008 are \$1.83 per individual account per month. The interest rate on cash deposits under the Premium Saver Option are identified in

Schedule A attached hereto. The interest rate on cash deposits may be increased or decreased by Select Account from time to time to reflect market conditions. Administration Fees will be paid by the City.

Investment Fees as of 2010 are \$1.50 per individual account per month. Investment Fees are only assessed when a participant directs the investment of his or her account in mutual funds that are made available through Select Account pursuant to the terms of the VEBA Plan and Adoption Agreement. Mutual funds made available as investment alternatives may charge certain management, administration, marketing and similar fees depending on the funds selected (the "expense ratio"). Schwab's standard brokerage commission schedule applies to transactions in the self-directed Brokerage Investment Account.

Investment fees allocable to the individual accounts of retirees shall be paid from individual accounts.

- 25.4 Employer Contributions to the Postretirement Health Care Savings Arrangement. If participant dies without a spouse or legal dependent for federal tax purposes, and to the extent required to protect the tax status of the health reimbursement arrangement, amounts remaining in the participant's account shall be forfeited and applied to reduce administrative expenses or future Employer contributions to the Plan.

25.4.1 Severance Pay. Within sixty (60) days of the effective date of retirement, or if later, upon the adoption date of the VEBA Plan, Employer shall pay 100% of the amount of the Severance Pay otherwise payable to qualifying employees under Article 19.1 of this Collective Bargaining Agreement to individual accounts established for those employees under the Postretirement Health Care Savings Arrangement. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

- 25.5 Bi-Weekly Contributions to Postretirement Health Care Savings Plan. Employer will make a \$30.00 bi-weekly contribution to individual accounts under the Postretirement Health Care Savings Arrangement for qualifying employees who are members of this Collective Bargaining Agreement.

These amounts will be subject to the rules of the Postretirement Health Care Savings Arrangement, including the restrictions on distributions for active employees. On such later date as the parties may agree, these accounts may be transferred to individual accounts in the Health Reimbursement Arrangement for Active Employees, to be used in conjunction with a high deductible health plan.

## ARTICLE 26 - JOB SAFETY AND PROFESSIONAL STANDARDS

- 26.1 The Employer and LELS agree to jointly promote safe and healthful working conditions and proper professional appearance and conduct. They agree to cooperate in all safety matters and to encourage employees to work in a safe and professional manner.

- 26.2 Training. The Employer agrees to provide all training required by the P.O.S.T. Board. Any other training that the Employer requires the employee to participate in is subject to the same terms.

The Employer also agrees to reimburse employees for all reasonable costs incurred in obtaining required training under this Article, including but not limited to mileage, meals, lodging, and for license fees.

One department member shall be allowed to attend the POST accredited MPPOA annual state conference or legislative conference training during work hours. The cost of registration, hotel, meals and transportation for the day or days of training shall be paid by the department according to the existing reimbursement policy at the time.

- 26.3 Uniform Allowance. Each officer upon their date of hire will be eligible for initial issue of uniform items. The initial issue items for both full-time and part-time employees will be delineated in the manual of rules and procedures and issued to them during their first year of employment. All initial issue items will be the property of the Department and be returned upon separation (all exceptions to this by written request and approval by the Chief). All full-time officers will be given a uniform allowance of \$800. All part-time officers will be given a uniform allowance of \$400. No uniform allowance will be provided for new hires in the calendar year in which they are hired. Uniform items purchased with clothing allowance must be from Rules & Procedures or approved through written request to the Chief, and officers may use their allowance for maintenance and cleaning expenses.

A maximum of 50% of one year's uniform allowance may be carried forward into the following year.

The Employer agrees to make available to all employees bullet resistant vests, and to provide for the replacement of the same when it has reached the end of the manufacturer's recommended life span. The Employer reserves the right to determine the brand or type of vest to be purchased.

- 26.4 The Employer agrees to provide an issued weapon for the employee.

26.5 **Physical and Mental Fitness Language**

Section 1. Physical Health

All Employees shall at least annually submit to a physical examination, which results shall not be released to the Employer. However, the examining Doctor or medical professional must submit written verification to the Employer that said examination occurred. If the cost of said physical exam is not covered under the Employee's health insurance policy, the Employer shall reimburse the Employee for the cost so long as prior approval is obtained before costs are incurred.

As an incentive for maintaining good physical fitness, the Employer shall pay 50% of the cost for an annual gym membership for each Employee. The gym membership and location will be at the sole discretion of the Employer. Employees are required to visit the gym a minimum of six (6) times per month in order to maintain the paid gym membership benefit. If the employee fails to visit the gym the minimum number of times per month, the Employer shall end that benefit for that Employee. In order to avoid the cancellation of the Employee's annual gym membership for a planned or unforeseen event (e.g. training, extended vacation, FMLA, injury, birth/adoption of a child, funeral leave, etc.), the Police Chief shall have the discretion to grant a waiver to the Employee if they fail to visit the gym six (6) times per month.

#### Section 2. Mental Health

The stressful nature of Police work can negatively impact an Officer's mental health. As an incentive to promote mental wellness, each year, the Employer shall provide each Employee with a one (1) hour therapy session with a licensed physician who specializes in stress management and exposure to traumatic events. The total cost of the therapy session shall be paid by the Employer. The Employee will attend the session on-duty and shall be paid accordingly. The therapy session shall be completely confidential, and no information will be released to the Employer other than the fact that the Employee attended the session. The selected licensed physician and location will be at the sole discretion of the Employer.

In order to provide the Employee with the opportunity to obtain professional assistance following a Critical Incident, the Employer shall provide the Employee with the appropriate professional assistance necessary to maintain their emotional and physical wellbeing. The Employer will contact the designated Critical Incident Debriefing Team to provide the Employee(s) with a confidential debriefing within 24 to 72 hours of the incident. The costs associated with the debriefing shall be paid by the Employer. The Employee will attend the session on-duty and shall be paid accordingly.

### ARTICLE 27 - COMPENSATION

- 27.1 Employees shall be compensated in accordance with the hourly wage schedule marked "Appendix A" attached hereto and made a part of this Agreement. This Appendix shall further list all other allowances and benefits not addressed elsewhere in this Agreement.
- 27.2 Payroll Direct Deposit. Payroll direct deposit shall be mandatory for all employees.

### ARTICLE 28 - DEERRED COMPENSATION PLAN

Deferred Compensation - Employees shall participate in an employer sponsored deferred compensation plan established under 457 of the IRS code unless they notify the Employer in writing that they do not wish to participate. The Employer will match the Employee

contributions up to 3% of each employee's annual gross wages and 50% of additional contributions up to a maximum Employer match of 4%.

ARTICLE 29 - PROMOTIONS

The City will post promotional opportunities for a reasonable period of time. Candidates shall be selected through a process involving fair and reasonable procedures as determined by the Employer.

ARTICLE 30 - WAIVER

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.

The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any term and condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement unless both parties agree to meet and negotiate.

ARTICLE 31- DURATION

Except as herein provided, this Agreement shall be effective January 1, 2020, and shall continue in full force and effect until the 31<sup>st</sup> day of December, 2022, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by June 1<sup>st</sup> of the year prior to the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended. This Contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS 23<sup>rd</sup> DAY OF DECEMBER, 2019.

CITY OF BENSON



LELS, LOCAL #12

  
Business Agent

APPENDIX A

I. HOURLY WAGES - PATROL OFFICERS

Hourly wages shall increase by 3% effective 1/1 for 2020, 2021 and 2022

	Beginning January 1, 2020	Beginning January 1, 2021	Beginning January 1, 2022
Starting	\$24.11	\$24.83	\$25.57
After 1 year	\$25.19	\$25.95	\$26.73
After 2 years	\$26.33	\$27.12	\$27.93
After 3 years	\$27.51	\$28.34	\$29.19
After 4 years	\$28.75	\$29.61	\$30.50
After 5 years	\$30.05	\$30.95	\$31.88

Longevity \$.05 every two years beginning with four years of service to a maximum of \$.60.

Shift Differential: Employees shall receive \$1.00 per hour for all hours worked between 6pm and 6am. (sick and vacation apply)

Field Training Officer: Those employees working as FTO shall receive 1 hour of Compensatory Time per shift.

School Resource Officer: An employee working as SRO shall receive \$100 per month.

An employee who is assigned as a Canine Officer shall be allowed time during their shift to maintain and care for the canine. On non-scheduled days, the handler shall receive the equivalent of thirty (30) minutes of pay in compensatory time at the overtime rate of one and one half (1 1/2), for dog maintenance and care at the officer's home, plus \$150.00 per month.

II ON-CALL PAY

An Officer will be paid the following when the officer is scheduled "on-call" by the employer. On call compensation shall be \$4.00/hr for each hour and any portion thereof.

Employees called back during scheduled on-call time will be paid as provided in Article 17.

APPENDIX B  
 Current Interest Rate for Select Account Deposits  
 (Effective January 1, 2013)

Base Account Balance	Thrift Saver	Basic Saver	Premium Saver
\$0 to \$499	.05%	.25%	1.05%
\$500 to \$999	.10%	.25%	1.05%
\$ 1,000 to \$1,499	.10%	.40%	1.05%
\$1,500 to \$2,499	.20%	.40%	1.05%
\$2,500 to \$4,999	.20%	.40%	1.05%
\$5,000 to \$9,999	.20%	.50%	1.05%
\$10,000 to \$24,999	.30%	.75%	1.15%
\$25,000 to \$49,999	.50%	1.00%	1.75%
\$50,000 or greater	.70%	1.25%	2.00%