

2020-2-2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GILBERT

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #15)

EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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This AGREEMENT is entered into between the City of Gilbert, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter referred to as LELS.

ARTICLE 1: PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work and all other conditions of employment to be observed between the parties hereto.

Section B. The provisions of this AGREEMENT constitute the sole procedure for the processing and settlement of any claim by an employee or LELS of a violation by the EMPLOYER of this AGREEMENT. As the representative of the employees, LELS may process grievances through the grievance procedure including arbitration, in accordance with this AGREEMENT or adjust or settle the same.

ARTICLE 2: DEFINITION OF REGULAR EMPLOYEES

Section A. The term "regular employee" as used in this AGREEMENT, shall mean any employee who has been employed to work for the City of Gilbert, Police Department, and who works regularly full time, and who has completed a one (1) year probationary period in the Police Department.

ARTICLE 3: RECOGNITION

Section A. The EMPLOYER recognizes Law Enforcement Labor Services, Inc., as the exclusive representative for collective bargaining purposes of the employees of the Police Department of the City of Gilbert, Minnesota, in the unit composed of all employees whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) working days per year, excluding supervisory and confidential employees, as per certification by the Minnesota Bureau of Mediation Services, dated December 16, 1977, Case No. 78-PR-550-A.

Section B. It has been agreed to that it is the policy of the Employer that during and for the duration of this AGREEMENT, the EMPLOYER will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined either individually or collectively, which in any way conflicts with the terms and conditions of the AGREEMENT or with the role of LELS as the exclusive collective bargaining agency for such employees.

ARTICLE 4: RESPONSIBILITIES OF THE PARTIES

Section A. Each of the parties to this AGREEMENT hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this AGREEMENT.

Section B. The EMPLOYER, including its managerial, supervisor, and representative at all levels, is firmly bound to observe the conditions of the AGREEMENT.

Section C. LELS including its officers and representatives and all employees are firmly bound to observe the conditions of this AGREEMENT.

Section D. The Union agrees to supply the employer the names of those employees authorized by the union to act in its behalf.

Section E. In addition to the responsibilities that may be provided elsewhere in this AGREEMENT, the following shall be observed:

1. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of LELS.

ARTICLE 5: CHECKOFF OF LELS DUES

Section A. The EMPLOYER agrees to cooperate with LELS in the deduction of regular monthly dues for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by LELS.

Section B. LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders of judgments brought or issued against the EMPLOYER under the provisions of Section A of this Article.

Section C. The Union agrees that there shall be no liability on the part of the City 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 deduction.

Section D. UNION SECURITY: 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.

ARTICLE 6: HOURS OF WORK

Section A. The normal workday shall consist of either eight (8) or twelve (12) hours per day and the normal work month shall consist of one hundred sixty-eight (168) hours per month. Any employee required to work in excess of eight (8) or twelve (12) hours per day or one hundred sixty eight (168) hours per month will be compensated for such hours at time and one-half (1 1/2) rates. 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 accumulate more than forty (40) hours of compensatory time (40 hours at overtime rate is equivalent to 60 hours) after which they will be compensated for all additional overtime worked at the above rate. Compensatory time may carry over to the next year, but must be used by January 30th. If unused by January 30th, employees will be compensated at the above overtime rate. There shall be no pyramiding of overtime. Effective January 1, 1991, any employee required to work on Sundays shall be compensated for such hours at time and one-half (1-1/2) rates.

Scheduled overtime shall be offered first to hourly employees prior to anyone else working such overtime hours.

Section B. A police officer required to be in court on their own time, shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2) rate. In the event that an officer does not work their last scheduled shift of the month, any court time pay for the month shall revert to straighttime pay.

Section C. A police officer required to be called out on their regularly-scheduled time off, shall be paid a minimum of four (4) hours at time and one-half (1-1/2), except that when such call hour hours adjoin his/her regular, scheduled shift, only those hours actually worked in excess of that regular shift shall be compensated at time and one-half (1-1/2).

ARTICLE 7: HOLIDAYS

Section A. Employees shall receive the following paid holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Fourth of July	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Good Friday	Columbus Day	

Section B. Employees who are required to work on any of the above holidays shall be compensated at the rate of time and one-half (1-1/2).

Section C. All employees shall be entitled to three (3) personal leave days per year.

Section D. All eligible employees must give reasonable notice of their desire to take a personal leave day in order to assure that the normal operations of the department will not be disrupted and scheduling of personal leave days shall be by mutual consent.

ARTICLE 8: VACATIONS

Section A. All regular full-time employees shall receive vacations on the following schedule:

For employees hired before 9-1-2011:

Years of Service	<u>Annual Accrual</u>	<u>Maximum Annual Accumulation</u>
	Hours of Vacation	
1 Year	48 hours	96 hours
2 Year	96 hours	144 hours
5 Year	144 hours	216 hours
10 Year	192 hours	288 hours
15 Year	240 hours	360 hours
20 Year	288 hours	432 hours

For employees hired before 9-1-2011, the Annual Accrual of Vacation shall be credited in full on January 1st.

For employees hired on or after 9-1-2011:

Years of Service	<u>Annual Accrual</u>	<u>Maximum Annual Accumulation</u>
	Hours of Vacation	
1 Year	48 hours	96 hours
2 Year	80 hours	120 hours
5 Year	120 hours	180 hours
10 Year	160 hours	240 hours
15 Year	200 hours	300 hours
20 Year	240 hours	360 hours

For employees hired on or after 9-1-2011, the Annual Accrual of Vacation shall be credited in equal installments throughout the payroll year. Accrual for the next Years of Service step will begin the year prior.

For employees hired on or after 9-1-2011, upon retirement, any vacation to be cashed out will be limited to the vacation that would have been accrued as of the date of retirement.

It is understood that for the convenience of both the employee and the department, employees may take early vacations prior to the actual qualifying date. However it is agreed that should an employee take an early vacation and then terminate or be terminated prior to actually earning said vacation, that portion of vacation pay not yet earned at the time of termination shall be returned to the employer. The City may withhold overpayments from the final paycheck if there are enough earnings to cover the vacation overpayment. In determining length of continuous service, no deductions shall be made for sickness or military leave of absence of thirty (30) days or less.

Section B. In order to collect terminal vacation upon resignation, a two-week written notice is required. Vacation time shall not be used as notice time.

Section C. Terminal Vacation: Terminal Vacation is that portion of a vacation that is credited to months of service from the last anniversary date but technically not fully earned until the next anniversary date. Upon termination, the City will compensate employees for vacation credited provided they receive a written notice of intention to leave the employ of the City as stated in section 8B above.

Section D. Employees upon resignation, death or retirement, shall be paid for the number of hours of unused vacation accumulated to their credit, up to the amounts listed in Section A as Annual Accrual.

Section E. The vacation period of an employee shall not be split except by mutual agreement of the employee and EMPLOYER.

Section F. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that selection vacation shall be as follows. The employees based on their seniority standing shall select, to the extent they have available, up to three (3) one week blocks of vacation, which may be consecutive. After all officers have had an opportunity to select up to three (3) one week blocks of vacation, to the extent they have available, the process shall be repeated for up to three additional one week blocks of vacation until all officers have exhausted their vacation periods.

Section G. In the event of extenuating circumstances that prevent an employee from utilizing vacation, any vacation in excess of the amounts listed in Section A as Maximum Annual Accumulation will be paid out as of December 31st of the vacation year.

ARTICLE 9: SICK LEAVE

Section A. All regular full-time employees shall earn sick leave at the rate of 4.62 hours per payroll period, accumulation to nine hundred (900) hours.

Section B. The EMPLOYER may require satisfactory evidence that sick leave was taken due to personal illness or injury. If an employee uses more than three (3) consecutive days of sick leave,

a doctor's statement must be produced showing the reason for the absence. Sick leave may also be utilized for the illness or injury of an employee's family, as defined by and limited by Minn. Stat. Sec. 181.9413.

Section C. No sick leave is earned while on leave of absence or long-term disability.

ARTICLE 10: FUNERAL LEAVE

Section A. Three (3) days absence without loss of pay shall be allowed an employee in case of death in the immediate family, namely: spouse, children, stepchildren, parents, brother, sister, grandparents, spouse's grandparents, mother-in-law, and father-in-law.

Section B. One (1) day without loss of pay shall be granted an employee for attending funeral as a pallbearer or color guard.

ARTICLE 11: INJURY ON DUTY

Section A. Employees who are injured on duty and who qualify for Workers' Compensation shall be eligible for injury on duty pay on the date the employees begins drawing Workers' Compensation benefits.

Section B. Employees qualifying for Section A shall be compensated an amount equal to the difference between the Workers' Compensation benefit and the employee's base wage. Such compensation shall not exceed an amount equal to six (6) months of the employee's regular monthly rate of pay per disabling occurrence. This payment shall not be deducted from accrued leave.

ARTICLE 12: SEVERANCE PAY

Section A. Upon termination after completion of five (5) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid ten dollars (\$10) per day of accumulated sick leave, up to a maximum of one hundred twelve (112) days (900 hours). Upon termination after completion of ten (10) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid thirty dollars (\$30) per day of accumulated sick leave, up to a maximum of one hundred twelve (112) days (900 hours). Upon termination after completion of twenty (20) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid forty dollars (\$40) per day of accumulated sick leave, up to a maximum of one hundred twelve (112) days (900 hours).

For purposes of this section, a day is defined as 8-hours of sick leave.

Section B. In the event of the employee's death, payment shall be made to employee's designated beneficiary or to the employee's estate.

Section C. An employee, discharged for just cause or terminated as a result of just cause discipline, and/or leaves without the required two (2) weeks' notice to the EMPLOYER, will be ineligible for severance pay. An employee who is ineligible for severance pay may request the EMPLOYER to review the employee's reasons, so as to make the employee eligible. The EMPLOYER'S decision after this review is final and not grievable under Article 14.

ARTICLE 13: SENIORITY

Section A. All regular employees working for the Police Department of the City of Gilbert, and covered by this AGREEMENT, shall be placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total continuous service for the City of Gilbert. All new employees shall be placed on the seniority list after the completion of a one (1) year probationary period, and during such period, employees may be discharged by the EMPLOYER without cause and without same causing breach of this AGREEMENT or constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted. Such employee shall again acquire seniority upon return to employment.

Section D. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay when such an appointment is made.

Section E. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) days' time in which to make application to fill the vacancy or new position. Newly-created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, necessary qualifications, and the classification.

The EMPLOYER and the Union agree with the principle that seniority be a factor in filling vacancies or new positions.

Section F. The seniority list shall be brought up to date January 1 of each year and posted on employee bulletin boards.

Section G. All employees shall receive longevity according to the following schedule:

Years of Service	Percentage of Pay
5-9	2% of pay
10-14	3% of pay
15-19	4% of pay
20-24	5% of pay
25 plus	6% of pay

ARTICLE 14: LAYOFFS

Section A. In the event of a layoff, regular employees shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inverse order of layoffs.

Section B. In the case of reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided the employee has the necessary qualification to perform the duties of the job involved.

Section C. In the event a general layoff is contemplated, the EMPLOYER agrees to call in LELS to meet and confer before any action is taken.

Section D. In the event a general layoff continues for a period of 24 months, an employee on layoff could then be removed from the seniority list.

Section E. Any employee on layoff and recalled by the City, at the last known address of the employee, by registered mail, must be available to report for work within 14 calendar days. Failure to report shall be construed as a voluntary resignation.

ARTICLE 15: GRIEVANCE PROCEDURE

Section A.

Subd. 1. For the purpose of this AGREEMENT, the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this AGREEMENT.

Subd. 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 grievances in the manner prescribed by this AGREEMENT.

Section B. Procedure. Grievance as defined by Section 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 fourteen (14) 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 the employees an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days, after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

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

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give LELS 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 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 LELS within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board."

Section C. Arbitrator's Authority.

Subd. 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 in writing by the EMPLOYER and LELS, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever comes later, unless the parties agree to an extension.

Subd. 3. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS 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.

Section 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 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, LELS may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and LELS in each step.

ARTICLE 16: DISCIPLINE AND DISCHARGE

Section A. Discipline. Disciplinary action by the EMPLOYER shall be for just cause only and depending upon the seriousness of the incident shall include any of the following:

- Oral reprimand,
- Written reprimand,
- Suspension,
- Demotion,
- Termination.

If the EMPLOYER has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

Prior to demoting or suspending an employee as disciplinary action for an alleged violation of published rules and/or regulations, the EMPLOYER shall prepare and serve a statement of

charges as outlined in this Article. If the intent is a demotion, the position to be demoted to shall be identified; if the intent is a suspension, the intended time of suspension shall be identified.

Section B. Discharge. Discharge of an employee shall be for just cause only. If the EMPLOYER intends to discharge an employee, the EMPLOYER shall prepare and serve a statement of charges as outlined in this Article, along with a statement of intent to discharge.

If the EMPLOYER, because of the serious nature of pending charges against an employee, causes the immediate suspension of said employee, the statement of charges shall be served within forty-eight (48) hours.

Section C. Statement of charges. The statement of charges shall be in written form and shall contain the allegations that will be presented by the EMPLOYER at any hearing, to justify the intended action. The charges shall be served upon the employee with a copy by registered mail to LELS.

Section D. LELS Procedure, upon receipt of the statement of charges, LELS and/or the employee within fifteen (15) days shall respond to the statement of charges. The response may include one of the following:

1. A notice of intent to arbitrate the matter under the grievance procedure of this AGREEMENT.
2. A notice of intent to use Choice of Remedy as identified in this Article.

Section E. Choice of Remedy. If a grievance is provided by a system of Civil Service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the Civil Service of other such body's procedure, and in no event may a grievant avail themselves of both procedures.

Section F. Personnel Records. Copies of all letters of commendations, complaints and written reprimands that are entered into an employee's personnel file shall be given to the employee and said employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the personnel file. An employee shall have the right to review the contents of their personnel file upon their requests.

ARTICLE 17: GENERAL PROVISIONS

Section A. The EMPLOYER and LELS shall work to the end of abolishing all part-time jobs wherever possible.

Section B. There shall be no replacement of regular employees by voluntary or relief workers.

Section C. The EMPLOYER will pay for all physical examinations, if required by the City of Gilbert or by any State rules or regulations.

Section D. Safety. No employee shall be disciplined for refusal to operate unsafe equipment after such employee has notified the EMPLOYER that such equipment is unsafe.

Section E. Friday & Saturday shifts. Two (2) police officers shall be scheduled 7:00 p.m. to 3:00 a.m. on Friday and Saturday and on holidays designated by the Chief of Police, and as necessary to cover special events. In the event the Union disagrees with scheduling relative to designated holidays or special events, the matter shall be presented to the City Council for resolution. In the event the Union's position is rejected, the Union reserves the right to proceed with grievance arbitration.

Section F. When an Employee is placed on administrative leave, whether paid or unpaid, and they are taken off leave without sustained discipline, the Employee will be paid for all holiday hours and Sunday premium pay they would have received.

ARTICLE 18: SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held 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 provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 19: UNIFORM ALLOWANCE

Section A. The employer will provide the initial issue. Initial issue requirements will be determined solely by the employer and all uniform and equipment items remain the property of the employer.

Section B. The employer will provide a fund against which employees may draw for replacement of uniform items. On January 1 of each year, each employee's account will be credited with \$850.00 to be used by the employee for replacement uniforms. Upon submission of a paid receipt or a bill for law enforcement related items as approved by the Chief, employees will be reimbursed for the receipt or the bill will be paid, to the extent that funds remain in the employee's uniform account.

Section C. Employees will be responsible to maintain their uniform in a neat and presentable condition. The Chief may mandate that a uniform item no longer be worn if, in the opinion of the Chief, such uniform item is not neat and presentable. Any uniform item no longer worn on duty

by the employee must be returned to the City, and when an employee quits or retires from the City all uniforms must be returned to the City.

Section D. If the employer changes the style or type of uniform, the employer shall pay for the new uniforms.

ARTICLE 20: P.O.S.T. BOARD TRAINING

Section A. The EMPLOYER'S prior approval shall be obtained on all training taken.

Section B. The EMPLOYER will pay at straight time rates up to sixteen (16) hours per year for P.O.S.T. Board Training.

Section C. The EMPLOYER will pay according to its current policy, expenses in connection with the sixteen (16) hours or EMPLOYER-paid training.

Section D. The Employee will receive time and one half (1 ½) for all mandatory training hours scheduled over and above their regularly scheduled hours.

ARTICLE 21: EMPLOYER AUTHORITY

The EMPLOYER retains the full and unrestricted right except as limited by this AGREEMENT, 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 organization structure; to select, direct and determine the number of personnel; and to establish work schedules.

ARTICLE 22: INSURANCE

Section A. Health Insurance. The EMPLOYER will provide health insurance at the current level of benefits for employees and their dependents.

Beginning on January 1, 2012, the EMPLOYER will provide health insurance at the current level of benefits for employees and their dependents, in the form of a VEBA plan. The VEBA plan will be the 1200/2400 deductible plan. The EMPLOYER shall contribute the entire amount of the deductible.** As to the premium, the EMPLOYER shall pay ninety percent (90%) and the employee shall pay ten percent (10%).

**The Employer will contribute 100% of the deductible to the employee's VEBA accounts; For any employee who voluntarily leaves employment from the City of Gilbert during any calendar year for which the City has deposited the VEBA contribution, the City may withdraw from the

employee's Select Account a pro rata amount of the contribution based on the number of months remaining in the year. No withholding shall be taken if the employee has utilized the entire VEBA contribution prior to separation.

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 to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, tax or fines for the Employer.

Section B. Life Insurance. The EMPLOYER will provide and pay 100% of the premium for group life insurance for each employee. The life insurance coverage will be \$35,000.

Section C. Dental Insurance. The Employer will provide Dental Insurance consistent with "Plan 1" (\$2000 plan). Effective January 1, 2014, the EMPLOYER will contribute a set dollar amount towards group dental insurance including dependent insurance. Effective January 1, 2014, the EMPLOYER will contribute the following amounts per month per employee:

Single	\$40.60
Single + 1	\$71.96
Family	\$95.60

Section D. Employees not choosing dependent coverage cannot be covered at EMPLOYER'S expense for any additional insurance than the individual group health or dental insurance.

Section E. Retirement Benefit: Effective January 1, 2001, after twenty-five (25) years of service with the City, and at the age of fifty-five (55) years or older, the Employer will provide the employee and the employee's dependents, upon retirement, the same hospital and medical insurance coverage as is then presently provided to the active employees of the City of Gilbert covered under this Agreement. The Employer shall pay the same percentage of the cost of the premium for this insurance, and the retired employee shall pay the balance of the cost of the premium.

In the case where the employee is eligible for coverage under Federal Medicare Provisions, the employee shall be required to apply for such coverage and, they shall then be covered under the supplemental Blue Cross Blue Shield or equivalent plans.

The above benefit shall continue only as long as the retiree is alive.

Section F. The above retiree benefits shall become null and void for any employee hired after December 31, 2006.

Section G. City shall provide a Flex Plan to employees.

Section H. A long term disability policy shall be provided which provides for sixty-six and twothirds (66 2/3%) of the employeec's regular straight-time salary after an absence of ninety (90) days which qualifies for sick leave payments under the provisions of Article 9. Sick Leave. The City's policy currently has a \$2,000 per month cap, which may be renegotiated at a later date.

ARTICLE 23: DURATION

Except as herein provided, this AGREEMENT shall be effective January 1, 2020, and shall continue in full force and effect until December 31, 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 July 1st of the year in which the modifications are desired so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

CITY OF GILBERT

LAW ENFORCEMENT LABOR SERVICES, INC. (Local #15)

Karl Christy 12-31-19
Date

[Signature] 12-20-19
Business Agent Date

[Signature] 12-31-19
Executive admin. assistant
clerk Date

[Signature] 2/3/20
Date

APPENDIX A

Section A. Wages: MONTHLY WAGE RATE EFFECTIVE

2020-2022 agreement, pay for eleven holidays and one floating holiday are included in the base monthly wage rate:

	2020	2021	2022
Start	\$3,596.06	\$3,721.93	\$3,852.19
After 1 year	\$3,901.00	\$4,037.54	\$4,178.85
After 2 years	\$4,303.83	\$4,454.47	\$4,610.37
After 3 years	\$4,679.40	\$4,843.18	\$5,012.70

Section B. Rank Differential

Sergeant or Lieutenant 5% above top patrol

K-9 \$45.00 per month

Section C. Out of Class Pay

When an employee performs Chief of Police duties for an entire shift, the employee will receive out of class pay for all hours worked (8 hours or more) and for on-call (8 hours). If the employee is called out on the employee's day off or after the end of shift, the employee's wage will be the out of class pay rate for the call-out and will be paid consistent with Article 6, Section C.

Out of class pay \$5.00/hour

APPENDIX B
Memorandum of Agreement

This Memorandum of Agreement is entered into between the City of Gilbert (hereafter "City") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect from January 1, 2020, through December 31, 2022; and

WHEREAS, Article 6 Hours of Work Section A: requires that the City compensate at overtime rate for employees working in excess of 168 hours.

NOW, THEREFORE, the parties agree as follows:

For the term of January 1, 2020, through December 31, 2022 the parties agree to waive Section A as long as the schedule is set at twelve hour shifts.

WHEREAS, Article 17 General Provisions Section E: requires minimum two officer weekend coverage.

NOW, THEREFORE, the parties agree as follows:

For the term of January 1, 2020, through December 31, 2022 the parties agree to waive Section E as long as the schedule is set at twelve hour shifts.

This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

CITY OF GILBERT

LAW ENFORCEMENT LABOR SERVICES, INC. (Local #15)

Karl Christy 2/3/2020
Date

[Signature] 1/21/2020
Business Agent Date

[Signature] 1/21/2020
Date

[Signature] 2/3/20
Date