

2024-2025-2026

LABOR AGREEMENT

BETWEEN

THE CITY OF PRINCETON

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(Local #306)**

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ARTICLE 1 PURPOSE

THIS AGREEMENT IS ENTERED into between the CITY OF PRINCETON, the "EMPLOYER", and LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL #306), the "UNION".

It is the intent and purpose of this AGREEMENT to:

- 1.01 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.02 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.
- 1.03 The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to provide the highest level of police protection to the citizens of Princeton. Both parties recognize this AGREEMENT as a pledge of this dedication

ARTICLE 2 RECOGNITION

- 2.01 The EMPLOYER recognizes LAW ENFORCEMENT LABOR SERVICES, INC, (Local # 306) as the exclusive representative, for all essential licensed employees employed by the City of Princeton Police Department, Princeton, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.
- 2.02 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 3 DEFINITIONS

- 3.01 CALL BACK SHIFT – A call back shift is one where the EMPLOYEE has been called to return to work after ending a normal work day/patrol shift. It is not an extension of a normal work day/patrol shift by an early start or late departure.
- 3.02 DEPARTMENT: The City of Princeton Police Department
- 3.03 EMPLOYEE: An individual employed by the City of Princeton as a police officer and a member of the exclusively recognized bargaining unit.
- 3.04 EMPLOYER: The City of Princeton represented by the City Council or its designee.
- 3.05 FULL-TIME EMPLOYEE: An employee who is normally scheduled to work 30 or more hours each work week. Full fringe benefits are earned on the basis of a 40 hour work week.
- 3.06 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

- 3.07 LAYOFF: Elimination of a position or reduction of hours due to lack of work.
- 3.08 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.09 PART-TIME EMPLOYEE: An employee who is normally scheduled to work less than 30 hours per work week. Except for sick time/Earned Sick and Safe Time leave, part-time employees are not eligible for fringe benefits.
- 3.10 POLICE CHIEF: The Chief of the Princeton Police Department.
- 3.11 PROBATIONARY EMPLOYEE: An employee who has not completed the required duration of time designed to test character, performance, and qualifications for a given position.
- 3.12 PROBATIONARY PERIOD: The duration of time (a minimum of 12 months) a new employee or an employee promoted or transferred to a different position in the department must serve to test character, performance, and qualifications for a given position. EMPLOYER reserves the right to extend the probationary period up to six (6) months at its discretion.
- 3.13 REST BREAK: Period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.14 SPECIAL EVENT SHIFT – A special event shift are those shifts scheduled outside the normal work day/patrol shift for community or department activities requiring a department presence.
- 3.15 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 employment for the purposes of including, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment.
- 3.16 UNION: Law Enforcement Labor Services, Inc.
- 3.17 UNION MEMBER: A member of Law Enforcement Labor Services, Inc (Local 306).
- 3.18 UNION STEWARD(S): An officer(s) representing the union membership of Law Enforcement Labor Services, Inc., (Local #306).
- 3.19 WORK DAY/PATROL SHIFT - The normal work day/patrol shift shall consist of such hours as are regularly posted.
- 3.20 WORK WEEK - The normal work week shall consist of an average of forty (40) hours in any four (4) week period.

ARTICLE 4 EMPLOYER SECURITY

- 4.01 The UNION agrees that during the life of this AGREEMENT the UNION will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the EMPLOYER.
- 4.02 EMPLOYEES may assume other part-time employment if it does not adversely affect or interfere with the performance and reputation of the Princeton Police Department. Approval of the Chief of Police shall be obtained prior to engaging in such other employment.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.01 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 of Princeton in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the EMPLOYER; 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 hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.02 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 EMPLOYEE SECURITY

- 6.01 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.
- 6.02 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).
- 6.03 In the event any EMPLOYEE is sued or subject to suit for potential liability for false arrest, unlawful detention, malicious prosecutions, assault and battery, or any other activity related to their responsibilities as a member of the Princeton Police Department they shall be provided legal assistance by the EMPLOYER provided such suit arose out of an event which occurred while said EMPLOYEE was performing duties assigned to them by the Chief of Police or a duly authorized command officer.
- 6.04 Employee representatives may attend bargaining sessions with the employer scheduled during their shift without loss of pay. The UNION agrees to limit the number of employee representatives eligible for bargaining sessions to two (2) employees. An employee attending bargaining sessions during their off-duty time will be compensated at their

straight time rate of pay and said hours shall not be counted as "hours worked" for the purposes of calculating overtime pay. An employee on duty during negotiations is obligated to respond to a call.

- 6.05 Dues deduction: The EMPLOYER agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union, which are union dues. Such deductions are to be made once each month and transmitted to the UNION the total amount so deducted, together with a list of the names from whose pay deductions were made.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.01 UNION REPRESENTATIVES: 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 as provided by 6.01 of this agreement.

- 7.02 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 EMPLOYEE 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 will notify and receive 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.

- 7.03 PROCEDURE: Except for Grievances involving discipline (in which case the city's personnel policy grievance procedure would be used), grievances as described by Section 7.01 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 twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Police Chief. The Police Chief will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. If a grievance is not resolved in Step 1, the grievance shall be appealed to Step 2 within ten (10) calendar days after the Police Chief's final answer in Step 1.

STEP 2: If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The Step 2 Appeal shall be placed in writing by the UNION setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. The City Administrator shall give the UNION 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 City Administrator's final Step 2 answer.

STEP 3: If a grievance remains unresolved in Step 2, it may be submitted for mediation by the Bureau of Mediation Services. The EMPLOYER'S designated representative shall give the UNION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after completion of mediation. A grievance unresolved in Step 3 may be appealed to Step 4 within

10 calendar days following the EMPLOYER designated representative's final Step 3 answer. Step 3 may be waived upon the request of either party.

STEP 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to the arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbiter shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.04 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 be 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 services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, the cost shall be shared equally.

7.05 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, the answer a grievance or appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step. The parties shall confirm, in writing, mutual agreements for extensions.

ARTICLE 8 HOURS OF WORK

8.01 The EMPLOYER shall be the sole authority in determining work schedules.

8.02 NO WORK GUARANTEE - Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours of work.

- 8.03 RELIEF PERIOD - EMPLOYEES shall be given a fifteen (15) minute relief period in the first four (4) hours of their work shift, and a similar rest period in the second four (4) hours of their work shift.
- 8.04 REST BETWEEN SHIFTS - There shall be a minimum rest period of 12 hours between shifts except under unique circumstances or mutual agreement between the EMPLOYEE and the EMPLOYER.
- 8.05 SCHEDULE NOTICE - The EMPLOYER and EMPLOYEES are obligated to give their best efforts in providing reasonable advance notice of posted work schedules and vacation requests. Posted schedules shall not be changed except by mutual agreement between the EMPLOYER and the EMPLOYEE, except under unexpected absences and emergencies.

ARTICLE 9 PAY

- 9.01 All compensation for work in excess of the scheduled work week shall be received in pay or compensatory time, at the EMPLOYEE'S discretion, at the rate of one and one-half (1½) times the EMPLOYEE'S regular straight time hourly rate.
- 9.02 Compensatory time may be used at the EMPLOYEE'S discretion, with approval by the Chief of Police or designee. Compensatory time shall not accumulate to over 60 hours. EMPLOYER will pay out all but twenty (20) hours of accumulated compensatory time on the 25th pay period. EMPLOYEE may elect to accept the payout in cash, as a distribution to deferred compensation, or as a distribution to their HSA. The remaining twenty (20) hours may be carried over to the next year. The EMPLOYEE may request that ALL accumulated hours be paid out on the 25th pay period.

All overtime must be authorized by the Chief or designated supervisor and shall be divided as equally as possible in each job classification. The City will calculate and compensate employees for overtime in the two (2) week payroll period in which it is earned.

- 9.03 SAFETY TRAINING/STAFF MEETINGS/POST TRAINING: EMPLOYEES who are scheduled for safety training, staff meetings, and required POST training outside of their regular shift will receive pay or compensatory time at one and one-half hours for each hour worked. EMPLOYEES shall not be entitled to pyramid training overtime with other overtime pay. Safety, staff meetings, and POST training scheduled during EMPLOYEE'S regular shift shall be compensated at straight time. Travel time to and from POST training shall be paid up to two (2) hours maximum when an EMPLOYEE is traveling in a Princeton police squad car.
- 9.04 Safety Training/Staff Meetings/POST Training: EMPLOYEES who are scheduled for safety training, staff meetings, and required POST training outside of their regular shift will receive pay or compensatory time at one and one-half hours for each hour worked. EMPLOYEES shall not be entitled to pyramid training overtime with other overtime pay. Safety, staff meetings, and POST training scheduled during EMPLOYEE'S regular shift shall be compensated at straight time.
- 9.05 Compensated Hours: All compensated hours shall count in the calculation of overtime.

- 9.06 SHIFT ADJUSTMENT PAY - EMPLOYEE will receive an extra \$3 hour shift adjustment if employer schedules an officer or shift within eleven (11) hours or less from previous shift.
- 9.07 CALL BACK PAY - An employee called to duty by the Chief or designated supervisor during their scheduled off-duty time shall receive a minimum of three (3) hours pay at the overtime rate (time and one-half). An employee who is called to duty shall be required to work only that time necessary to complete their work for that call. The EMPLOYER shall not make work in order to fill the three (3) hours paid.
- 9.08 MINIMUM PAY - An EMPLOYEE reporting for work in accordance with instructions and not put to work shall receive a minimum of three (3) hours pay.
- 9.09 STANDBY PAY AND COURT DUTY PAY - An employee who is directed to be on standby for court duty when not regularly scheduled to work shall receive ~~three (3)~~ four (4) hours pay per day. Said pay shall not be paid if the EMPLOYER notifies the EMPLOYEE before 6:30 PM of the day prior to court duty. Court duty pay will be concurrent with hours actually worked, but the EMPLOYEE shall receive a minimum of ~~three (3)~~ four (4) hours pay. EMPLOYEEES who receive Standby Pay are not eligible for Call Back Pay.
- 9.10 PRE-COURT PREPARATION PAY – an employee who is called to prepare for court during their off time shall be paid in 30-minute increments of straight time. Whenever possible, court preparation shall occur while an employee is on shift.

ARTICLE 10 LEAVES

10.01 Holiday Leave

The following 12 days will be observed as paid holidays:

New Year's Day	President's Day	Memorial Day	Juneteenth
Independence Day	Labor Day	Veteran's Day	Easter
Thanksgiving Day	Day After Thanksgiving		Christmas Eve Day
Christmas Day			

Employees covered by this agreement shall be given ninety six (96) hours of leave with pay during the year to compensate for holidays.

In the event the Employer is unable to schedule the ninety six (96) hours of leave, employees shall be paid for any unused and unscheduled leave time by EMPLOYER on the 25th pay period of the year.

In addition to the ninety six (96) hours of leave, employees scheduled to work on any of the above listed holidays shall be paid at one and one-half time their regular rate for all hours actually worked on the holiday.

Except for leave provided in this Labor Agreement, all other leave shall be as provided in state laws or City policy.

10.02 Sick Leave/Earned Sick and Safe Time (ESST)

Employees may take time off for purposes of sick leave and Earned Sick and Safe Time. Employees hired after January 1, 2024, and employees who elect to convert from standard sick leave, may take time off under Paid Time Off and Earned Sick and Safe Time leave.

Sick leave is an authorized absence from work with pay, granted to qualified non-exempt full-time and part-time employees. Sick leave is a privilege, not a right.

Full-time employees will accumulate sick leave at a rate of one day per month, for a total of ninety-six (96) hours per year. Of those hours, forty-eight (48) shall be designated on an employee's timecard as Earned Sick and Safe Leave.

Part-time employees regularly scheduled to work at least twenty (20) hours per week will accrue sick leave on a pro-rated basis of the full-time employee schedule and shall have designated 48 hours of those hours designated as ESST.

Employees who work less than twenty (20) hours per week, but at least eighty (80) hours per year, shall accrue one hour of ESST leave for every thirty (30) hours worked, to a maximum of forty-eight (48) hours per calendar year, or eighty (80) hours at any time.

10.02.1 Standard Sick Leave

Employees entering duty or termination their service during a calendar month shall be credited with a pro-rated amount of benefit.

An employee receiving sick leave with pay who simultaneously receives workman's compensation insurance benefits shall receive, for the duration of said benefits, only that portion of their sick leave payment which will together with workman's compensation benefits equal their regular pay.

Two of the twelve days of sick leave accrued per year may be designated a personal leave day and can be used as time off for personal reasons in an eight (8) hour block and may not be carried over from year to year. A personal leave request should follow the same procedure as a vacation request.

During the probationary period full-time employees may draw in advance on forty-eight (48) hours of standard sick leave credits which may be earned in the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the EMPLOYER.

Employees will be granted sick leave for the following purposes:

- A. Physical examinations
- B. Dental care
- C. Ocular appointments
- D. Serious illness in immediate family (Here the term immediate family means adult child, parent, spouse, children, grandparent or stepparent, brother, sister, mother-in-law, father-in-law, or any relative of the employee who is a legal dependent and living in the household of the employee.)
- E. Injuries during work
- F. Personal illness and/or injury
- G. Contagious disease

H. Maternity leave

When taking sick leave, the employee shall notify their department head or supervisor of this fact prior to the beginning of the scheduled workday. It is not the responsibility of the employee to find a replacement. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay or other disciplinary action. Any employee who uses three (3) or more consecutive days of sick leave must notify their department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The EMPLOYER reserves the right to require any employee who uses three or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the nature of the illness or injury of the employee and the extent to which they cannot safely perform their work duties.

An EMPLOYEE who has reached the maximum total accumulation of standards sick leave and ESST leave may earn sick leave at a rate of four (4) hours per months to be placed in a catastrophic sick bank to be used only upon depletion of standard sick leave. This leave is not eligible toward the calculation or pay-out of any severance.

An Employee may use up to 160 hours of personal sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent. This paragraph does not apply to absences due to the illness or injury of a child, as defined in Minn. Stat. § 181.940, subdivision 4.

10.02.2 Earned Safe and Sick Time (ESST) Leave

ESST leave may be used for the persons and purposes listed in Minnesota Statutes and the Princeton Personnel Manual regarding such leave, and under the conditions as set forth in the statutes.

The employee must designate that they are using Earned Sick and Safe Leave (as opposed to standard Sick Leave on their timecard).

10.02.3 Sick Leave Severance

An EMPLOYEE who has been employed by the EMPLOYER for at least a minimum of five (5) years and voluntarily leaves the employ of the EMPLOYER, will be paid for up to the noted percentage of up to 960 hours of their unused combined total of standard sick leave and ESST hours at their regular rate of pay (not to exceed 576 hours) according to the following chart:

0-4 years	0%	15-19 Years	50%
5-9 Years	30%	20-24 Years	55%
10-14 Years	40%	25+ Years	60%

If the employee is released from the employment of the EMPLOYER by the Council for just cause, such benefits shall be forfeited.

10.03 Vacation Leave

It is the intent that vacation leave is an opportunity for an employee to refresh themselves by a change from their job. The EMPLOYEE must schedule one period each year where at least a 40-

hour block of vacation time is taken off and spent away from the job. Vacation leave shall be used in increments of no less than four (4) hours.

Use of vacation leave by EMPLOYEE shall be planned as far in advance as possible. If multiple days off are planned, the Chief or their designee must be notified fourteen (14) days prior to commencement of an affected schedule. When vacation leave is used for health or medical reasons, the EMPLOYEE should promptly notify the Chief or their designee so the work schedule can be revised.

All regular part-time and full-time employees who are eligible for vacation leave shall earn leave based on the following schedule:

After 1 year	40 hours
2 years	80 hours
6 years	120 hours
10 years	+ one (1) additional period of 8 hours for each additional year of service, not to exceed two hundred forty (240) hours

Total accumulation at any point in time cannot exceed 360 hours.

Employees whose employment with the EMPLOYER has been terminated either through resignation, retirement, or layoff, and are leaving the municipal service shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination.

Pay on Termination - An EMPLOYEE who separates shall be paid all unused vacation leave accrued to date of separation. However, pay on separation may be withheld if the EMPLOYEE does not return items belonging to the EMPLOYER, is charged with theft of the EMPLOYER'S property, or found to have submitted false time records

10.03.1 Paid Time Off (PTO)

New Employees hired after January 1, 2024 shall be subject to the PTO program with a cap of 720 hours. Existing employees may voluntarily convert to PTO; in order to encourage conversion to PTO, employees will be paid out their sick leave bank at the percentage noted in Section 10.02.3 above. The remaining hours will be combined with their vacation hour bank and capped at 720 hours annually. Accruals for PTO will be a combination of sick leave noted in Section 10.02.1 and vacation accrual in Section 10.03. Accruals will cease once the annual maximum is met.

EMPLOYEES may cash out up to 300 hours of PTO if: they have reached the maximum annual accrual and have used at least 128 hours of PTO in the previous year. PTO cash out may be in cash, to deferred compensation program, or to their HSA at the EMPLOYEE'S request.

PTO will be paid in full to the EMPLOYEE at the time of separation provided the EMPLOYEE leaves in good standing.

LONGEVITY PAYMENT

An EMPLOYEE who leaves in good standing after five (5) years or more of employment shall receive, upon separation, a longevity payment at their current rate of pay equaling eight (8) hours for each year of service.

10.04 Funeral Leave

Up to three (3) working days off with pay will be allowed, following the death of a spouse, employee's or spouse's son, employee's or spouse's daughter, employee's or spouse's father, stepfather, employee's or spouse's mother, stepmother, brother, stepbrother, sister, stepsister, grandparent or grandchild.

One (1) working day with pay will be allowed following the death of the employee's or spouse's aunt, uncle, nephew, niece or a departmental co-worker providing that adequate coverage can be maintained. An EMPLOYEE is eligible for this provision if the EMPLOYEE is scheduled to work the day of the funeral or memorial service. Additional time, if necessary, may be granted by the Chief but such time-off shall be charged against the EMPLOYEE'S vacation or compensatory leave.

Time off for the funeral of any other relative or friend may be granted by the Chief, but such time shall not be eligible for funeral leave with pay. The EMPLOYEE may elect to utilize vacation leave, personal leave, or unpaid leave.

10.05 Personal Leave

Employees may be granted leaves of absence for extraordinary personal or family reasons, not to exceed six (6) months when such leave is requested in writing.

Requested leave of absence will be granted only when such leave would not adversely affect the operations of the EMPLOYER, is recommended by the Department Head, and is approved by the Council. The approval of such request is discretionary with the Council.

10.06 Medical Leave

A medical leave of absence without pay may be granted by the City Council with the approval of the Department Head to an EMPLOYEE in a regular position who is unable to perform the duties assigned to his/her because of a temporary physical or mental illness, handicap, injury, or chemical dependency, provided the EMPLOYEE has exhausted their accumulated vacation and/or sick leave or is ineligible to use such leave. In order to be eligible for medical leave, the EMPLOYEE must provide a statement from an approved medical authority to the City Administrator, which includes a definition of the illness or disability, a justification as to why the EMPLOYEE is unable to perform the duties of his/her position and an expected date of return to work. When returning from leave, the City Administrator may require the EMPLOYEE to provide a medical certificate stating that the EMPLOYEE is able to perform the duties of the position to which he/she will return.

10.07 Child-Care Leave

An EMPLOYEE shall be granted an unpaid child-care leave of absence up to six (6) months in connection with the birth or adoption of their child if an EMPLOYEE has exhausted their accumulated vacation and/or sick leave or is ineligible to use such benefits.

10.08 Military Service Leave

Any full-time EMPLOYEE ordered to active duty shall be eligible to re-employment rights when they are released from active duty. When the EMPLOYEE returns, the same job or one

substantially equivalent to the one left will be made available to the EMPLOYEE. Seniority accumulates while the EMPLOYEE is on active duty. Reinstatement after release from active duty shall be in accordance with state and federal law.

10.09 National Guard Leave

Full and part-time EMPLOYEES who have completed their probationary period and are bona fide members of a U.S. Armed Forces Reserve Unit are eligible for up to two (2) weeks annual training leave. During the period of military leave, the EMPLOYEE shall be entitled to their regular salary and normal pay, plus the military pay received. EMPLOYEES must arrange with their supervisor for this leave as soon as their unit is notified of the dates for annual training or if individual duty is authorized as soon as orders are received.

10.10 Union Business Leave

The EMPLOYER agrees to grant the necessary time off with pay to an EMPLOYEE designated by the Union to attend the annual MPPOA Legislative Conference, LELS Annual Meeting and MPPOA Convention, and LELS Annual Training. Employees attending these events will be paid for only POST credit hours and after submission of the syllabus which should include confirmation of POST accreditation. The City agrees to cover mileage as needed at the IRS rate for the year in which the event is attended.

10.11 Miscellaneous

- A. Return from Leave - Any EMPLOYEE returning from an authorized leave shall return to their previously held job classification if the EMPLOYEE is qualified.
- B. Unauthorized Leave of Absence - If any EMPLOYEE is absent from duty, whether for part or all of a working day or for a longer period of time without proper authorization, such absence may be grounds for disciplinary action or discharge. Absence without leave for a period of three (3) duty shifts shall be considered cause for automatic termination of employment and separation from the EMPLOYER'S service.
- C. Unpaid Leave of Absence - During an unpaid leave of absence, EMPLOYEES will accrue no compensation or benefits except as specifically established by this AGREEMENT and afforded them under applicable state or federal law, such as the Family Medical Leave Act.
- D. Estate Payment - Severance, vacation, and sick leave pay shall be paid to the estate of an EMPLOYEE who terminates upon their death.

ARTICLE 11 INSURANCE

11.01 Effective January 1, 2024, the EMPLOYER will contribute up to eight hundred fifteen and one cent (\$815.01) toward single coverage or one thousand four hundred sixty and seventy-one cents (\$1,406.71) toward family coverage per month per full-time employee for group health insurance coverage. In 2024, the EMPLOYER is obtaining cost savings for health insurance due to a change in provider. The premium savings will

be included in an EMPLOYEE'S HSA contribution, should there be one. An EMPLOYEE may choose to select a clinic system offered by the EMPLOYER that results in further premium savings which will also be included in an EMPLOYEE'S HSA contribution.

- 11.02 The EMPLOYER will contribute thirty dollars and thirty cents (\$30.30) for single coverage, seventy-two dollars and six cents (\$72.06) for employee plus one, or seventy-four dollars and thirty-eight cents (\$74.38) for family coverage per month per full-time employee for group dental insurance.

For 2025 and 2026, the employer contribution for group health insurance will be the subject of a reopener.

Term life insurance in the amount of \$50,000 per EMPLOYEE and \$2,000 per dependent shall be provided by and paid for by the EMPLOYER.

- 11.03 The EMPLOYER shall provide false arrest insurance and errors and omissions insurance as per current EMPLOYER policy coverage.

- 11.04 Sickness or injury incurred as a result of employment with the EMPLOYER may entitle an EMPLOYEE to receive Worker's Compensation for such time lost. The EMPLOYER shall pay the difference between the Worker's Compensation and an EMPLOYEE'S normal rate of pay for an EMPLOYEE injured both in the line of duty and by hostile action for the first 90 days. On the 91st day, or if the injury is not caused by hostile action, if an EMPLOYEE has accumulated sick leave or vacation leave, they may draw full salary as long as they are disabled or until such time that the accumulated sick leave or vacation leave accrual is depleted. The full salary will result from a combination of Worker's Compensation benefits and use of accrued sick leave or vacation leave to total approximately 100% of salary. An EMPLOYEE will not be permitted to draw both Worker's Compensation and sick leave or vacation leave benefits for the same period of time, to total more than 100% of salary. Incurred doctor and hospital expense, if any, may be paid by Worker's Compensation Insurance. The amount of salary received from Worker's Compensation Insurance compared to an EMPLOYEE'S monthly salary will be the basis of crediting an EMPLOYEE'S sick leave or vacation leave account. If the EMPLOYEE has used his/her entire amount of accumulated sick leave and vacation leave credit and is unable to return to work, the EMPLOYEE will then receive Worker's Compensation benefits only. If another union of Princeton city employees negotiates a higher employer contribution, this contract will reflect an increase equal to that amount.

ARTICLE 12 PROBATION, SENIORITY, PROMOTION, RESIGNATION, SHIFT BIDDING

- 12.01 PROBATION PERIOD - All EMPLOYEES, whether newly hired, rehired, transferred, or promoted, shall serve a one (1) year probationary period, which may be extended an additional six (6) months at the EMPLOYER'S discretion. A six (6) month merit increase may be awarded during the probationary period. During the probationary period, a newly hired or rehired Employee may be terminated at the discretion of the EMPLOYER without cause. A transferred or promoted Employee may be returned to their previous position at the discretion of the Employer without loss of seniority.

Upon completion of the probation period, EMPLOYEES shall become regular employees

within the meaning of this AGREEMENT, and shall have seniority dating from the beginning date of their continuous employment. The EMPLOYER shall maintain an appropriate seniority list.

12.02 SENIORITY - In the event of a layoff or recall, seniority shall govern, provided the senior EMPLOYEE is qualified to perform the work involved. The EMPLOYER shall not employ any temporary, casual, part-time, or intermittent employee to perform work previously performed by an EMPLOYEE on layoff.

12.03 PROMOTION - In the event of a promotion within the bargaining unit, seniority shall govern, provided the senior EMPLOYEE possesses the necessary qualifications to perform the work involved.

12.04 RESIGNATION - EMPLOYEES shall provide at least fourteen (14) calendar dates written notice of intent to resign.

12.05 SHIFT BIDDING - Senior qualified employees shall be given shift assignment preference.

The Police Chief retains the right to move employees to another shift as part of a temporary performance improvement plan for a designated period of time or as a disciplinary measure.

Shift bidding shall be posted and held annually.

ARTICLE 13 DISCIPLINE

13.01 The EMPLOYER will discharge 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.

13.02 Suspensions, demotions, and discharges will be in written form.

13.03 Written reprimands, notices of suspension, and notices of discharge which are to become a part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of said reprimands and/or notices. Upon request of an EMPLOYEE, written reprimands and documentation of Oral Reprimands may be withdrawn after a period of eighteen (18) months if the EMPLOYEE has not received a reprimand within that eighteen month period.

13.04 EMPLOYEES may examine their own individual personnel file at reasonable times, under the supervision of the EMPLOYER.

13.05 Discharges will be preceded by a five (5) day suspension without pay.

13.06 EMPLOYEES will not be questioned concerning investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative present at such questioning.

ARTICLE 14 WAGES

14.01 The EMPLOYER and the UNION agree that work performance varies among individual EMPLOYEES, and that work performance should be considered in the establishment of salaries. It is therefore the goal of the EMPLOYER and the UNION to establish a standard of performance and criteria upon which to base individual worker performance. Performance criteria will be maintained by the EMPLOYER. The EMPLOYER will give regular annual performance appraisals of each EMPLOYEE.

An EMPLOYEE'S salary will be based on their performance of job responsibilities and length of service from the first twelve (12) months of employment (probation) throughout the balance of employment. The EMPLOYER has established, effective 2023, a new base pay scale for employees in the Princeton Police Department. Base pay scales for 2024, 2025, and 2026 are incorporated as Appendices A, B and C to this contract. EMPLOYEES whose anniversary dates occurred after July 9, 2023 and did not receive a step increase will be placed at their appropriate step December 31, 2023 in order to not become out of step. EMPLOYEES will thereafter continue to receive a step increase on their anniversary date until they have reached Step 8, the highest step on the base pay scale.

- New EMPLOYEES shall be placed on Step 1 of the base pay scale, unless the EMPLOYER, and the UNION, mutually agree, based on years of service, experience, certifications or other qualifications, that placement on a higher step is warranted.

14.02 Position Differentials: An employee assigned to the following positions shall receive additional compensation as noted:

- **Firearms Instructor:** A monthly stipend of one hundred dollars (\$100).
- **Defensive Tactics Instructor:** A monthly stipend of one hundred dollars (\$100).
- **Less Lethal Force Instructor:** A monthly stipend of one hundred (\$100).
- **First Responder Instructor:** A monthly stipend of fifty dollars (\$50).
- **De-escalation Instructor:** A monthly stipend of fifty dollars (\$50).
- **Field Training Officer:** a shift differential of \$4.00 per hour for those hours during a shift working as a Field Training Officers.
- **Night Shift Differential:** Those employees who bid and work from 4pm to 6am shall receive a shift differential of \$0.50 per hour.

ARTICLE 15 CANINE UNIT

15.01 Canine Officer shall be duty assignment.

15.02 The Canine Officer shall be granted 20 hours of duty time every 28 days to train the canine pursuant to Section 47.04 of the Princeton Police Department's Policy Manual.

15.03 The Canine Officer shall be allowed 4 hours per week of non-duty time to provide care and

maintenance for the dog, which is an adequate amount of time for the care required by the animal. This time shall be compensated at the rate of \$7.66. The hours described in this section shall not count as time worked for the computation of overtime or any other benefit.

15.04 It is anticipated that Canine Officers from other area police departments will assist with training the canine. That training time shall be covered by Section 47.04 of the Princeton Police Department's Policy Manual.

15.05 When the canine is retired or if the canine program is discontinued for any reason, the handler shall have the option to purchase the canine for personal use for the sum of \$1.00.

ARTICLE 16 UNIFORMS & EQUIPMENT

16.01 Newly hired EMPLOYEES - The EMPLOYER shall provide newly-hired EMPLOYEES with a complete new set of EMPLOYER-OWNED uniforms. After completion of the required probationary period, said equipment shall become the property of the EMPLOYEE. New EMPLOYEES shall not be eligible to receive the uniform allowance for a period of 12 months following initial employment. Equipment list shall include.

Shirts (2 summer, 2 winter)	Pants (3)	Ties (2)
Headgear (summer, winter)	Footwear	Name Tag
Jacket (summer, winter)	Inner & Outer Belt	Raincoat

16.02 Non-probationary EMPLOYEES - The EMPLOYER shall provide each officer with a maximum annual uniform allowance \$731.00 in calendar year 2017. This allowance is to be paid to the EMPLOYEE upon submittal of a voucher and invoice to the EMPLOYER, showing purchase of an approved and authorized uniform and its upkeep, leather gear, and any other law enforcement related items as long as the officer's required uniform and equipment is maintained in a presentable manner as pursuant to the Chief's criteria. After sixty (60) days from date of purchase, items purchased become the personal property of the officer. \$100 of the annual uniform allowance may be carried over from year to year.

16.03 Personal Items - The EMPLOYER will also provide each EMPLOYEE with the following personal equipment for their use. Said items will remain the property of the EMPLOYER but shall be cared for by and be the responsibility of the EMPLOYEE. Items include: handcuffs and case, magazine pouch, key carrier, flashlight and holder, duty weapon and holster, badges, collar insignia, bulletproof vest, mace and mace holder, ASP and ASP holster. Standards for the equipment listed shall be designated by the Chief.

16.04 Required New Items - New items required by the EMPLOYER shall be provided and paid for by the EMPLOYER.

Replacement of Personal Property - The EMPLOYER will replace personal property as authorized by the Chief or their designee if damaged in the line of duty, and upon proper receipt of a purchase voucher. Reimbursement will not exceed actual replacement.. EMPLOYEES who own, use, or wear valuable personal property shall provide prior notice to the EMPLOYER in order to determine the limits of reimbursement EMPLOYEES who fail to provide the Chief or their designee prior notice of their valuable personal property shall not be eligible to receive reimbursement.

16.05 Safety Equipment - All items known to be required by OSHA as necessary to the performance of an EMPLOYEE'S duties shall be also provided by the EMPLOYER.

ARTICLE 17 REIMBURSEMENTS

- 17.01 License Reimbursement: The EMPLOYER shall reimburse an EMPLOYEE for fees incurred in obtaining licenses required by the EMPLOYER. This includes fees for POST licensing and POST training required by the EMPLOYER. This excludes Minnesota Driver's License.
- 17.02 Mileage Reimbursement: EMPLOYEES directed by the Chief or his designee to use their personal vehicles on City business shall be paid the current IRS rate for the year in which the travel occurred.
- 17.03 Jury Duty Reimbursement: EMPLOYEES called for jury during their work shift shall be paid straight time as if they were on duty; the payment received from the court shall be turned over to the EMPLOYER, less mileage should it be included in the payment. EMPLOYEES are allowed to retain any expenses paid as a result of jury duty.
- 17.04 Educational Reimbursement: The EMPLOYER may reimburse full-time permanent EMPLOYEES the tuition cost for any successfully completed approved class in any college, vocational school, or correspondent school curriculum. Prior written approval of the course must be given by the City Administrator and would then have to be approved by the City Council. Successful completion means that the EMPLOYEE receives a mark or score which the college or school classifies as passing. Costs outside of class required items would not be reimbursed by the EMPLOYER. If that EMPLOYEE, having been reimbursed by the EMPLOYER, should leave the employ of the City within one (1) year of completion of course, that EMPLOYEE would then be responsible for bearing the full cost on their own. This would be facilitated by deducting the tuition cost from their last compensation check from the EMPLOYER.

No more than six (6) credit hours or two (2) courses could be approved at any one time. The EMPLOYEE and the Department Head would have to make every effort to arrange work schedules around class schedules, where this would cause no disruption of service. However, EMPLOYEES may be required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments would have to be reported to the EMPLOYER.

To be considered for tuition reimbursement, the EMPLOYEE must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the City Administrator, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not) OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

The EMPLOYER will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve months of receiving tuition reimbursement from the city. Otherwise, this will be deducted from the last payment of compensation from the EMPLOYER.

Tuition reimbursement for an individual EMPLOYEE will not exceed \$1,500 per course, per year with a maximum of two courses per year per employee.

ARTICLE 18 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 unlimited right 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 COUNCIL 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 which may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 19 SAVINGS CLAUSE

The AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Princeton. In the event any provision of this AGREEMENT shall be held to be contrary to law by 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 provisions may be re-negotiated at the written request of either party.

ARTICLE 20 DURATION

This AGREEMENT shall be effective as of January 1, 2024, and shall be in full force and effect until December 31, 2026, and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate the AGREEMENT.

It is further agreed that negotiations between the EMPLOYER and UNION for future contract years must be initiated by LELS no later than the July 15th prior to the next contract year. The goal is to culminate negotiations no later than September 1st.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of January, 2024.

CITY OF PRINCETON

LAW ENFORCEMENT LABOR SERVICES, INC.

Thom Walker, Mayor

Arnold Soden
Union Steward

Michele McPherson
City Administrator

Cole Wubben
Union Steward

Brian Bone
Business Agent
Law Enforcement Labor Services, Inc. #306

LELS Contract Appendix A
2024 Base Pay Scale

Job Class	Steps							
	1	2	3	4	5	6	7	8
Police Officer - Detective	\$38.75	\$40.41	\$42.08	\$43.74	\$45.40	\$47.06	\$48.72	\$50.38
Police Officer - K9 Handler	\$36.39	\$37.95	\$39.51	\$41.07	\$42.63	\$44.19	\$45.75	\$47.31
Police Officer	\$32.08	\$33.46	\$34.83	\$36.21	\$37.59	\$38.96	\$40.33	\$41.71

LELS Contract Appendix B
2025 Base Pay Scale

	Steps							
Job Class	1	2	3	4	5	6	7	8
Police Officer - Detective	\$40.30	\$42.03	\$43.76	\$45.49	\$47.21	\$48.94	\$50.67	\$52.39
Police Officer - K9 Handler	\$37.85	\$39.47	\$41.09	\$42.71	\$44.33	\$45.96	\$47.58	\$49.20
Police Officer	\$33.37	\$34.80	\$36.22	\$37.66	\$39.09	\$40.52	\$41.94	\$43.38

LELS Contract Appendix C
2026 Base Pay Scale

Job Class	Steps							
	1	2	3	4	5	6	7	8
Police Officer - Detective	\$41.51	\$43.29	\$45.07	\$46.86	\$48.63	\$50.41	\$52.19	\$53.96
Police Officer - K9 Handler	\$38.98	\$40.65	\$42.32	\$43.99	\$45.66	\$47.34	\$49.01	\$50.68
Police Officer	\$34.37	\$35.84	\$37.31	\$38.79	\$40.26	\$41.73	\$43.20	\$44.68