



Something is happening here....

**Labor Agreement between the City of Wadena and
Local Union No. 210 Wadena Police Department American Federation
of State, County, and Municipal Employees Council 65**

January 1, 2021 – December 31, 2023

**WADENA POLICE LABOR AGREEMENT
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**Articles of Agreement Between
The City of Wadena and Wadena Police Department
American Federation of State, County and Municipal Employees**

This agreement made and entered into this thirteenth day of January 2021, by and between the City of Wadena, a Municipal Corporation, under the laws of the State of Minnesota, hereinafter referred to as the "City" and the Wadena Police Department Employees American Federation of State, County and Municipal Employees hereinafter referred to as "AFSCME".

Article 1. Recognition

The City hereby grants formal recognition to AFSCME as the exclusive bargaining representative for Employees of the Wadena Police Department, except supervisory and confidential personnel.

Article 2. Responsible Relationship

The City and AFSCME recognizes that it is in the best interest of both parties, the Employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the City and AFSCME and their respective representatives at all levels, apply the terms of this contract fairly in accordance with its intent and meaning and consistent with the AFSCME status as exclusive bargaining representatives of all Employees in the unit. Each party shall bring to the attention of all Employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility, respect and the measures they have agreed upon to insure adherence to this purpose.

Article 3. Management Rights Clause – Employer Authority

It is recognized that the Employer retains the right to operate and manage all personnel, facilities and equipment; to establish functions and programs; and to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and perform any inherent managerial functions not specifically limited to this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the Employer to modify, establish or eliminate.

Article 4. Employee Rights – Grievance Procedure

A. Definition of a Grievance.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

B. Union Representative.

1. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by the Article.
2. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

C. Processing of a Grievance.

1. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities.
2. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employer and the Union Representative have been notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to work programs of the Employer.

D. Procedure.

Grievances, as defined by Article 4 a. shall be resolved in conformance with the following procedure.

Step 1:

- a. 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 Employee's supervisor as designated by the Employer.
- b. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days receipt.
- c. 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 representatives final answer in Step 1.
- d. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2:

- a. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative.
- b. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing ten (10) calendar days after receipt of such Step 2 grievance.
- c. 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.
- d. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3:

- a. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative.
- b. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.
- c. 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.
- d. A grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4:

- a. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to a mediator provided by the Bureau of Mediation Services.
- b. A grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 5:

- a. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971.
- b. 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.
- c. An appeal to arbitration can be sent to the employer by email or regular mail.

E. Arbitrator's Authority.

1. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issues 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.
2. 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 the close of the hearing or the submission of briefs by 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 of the express terms of this Agreement and to the facts of the grievance presented.
3. 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, 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 costs shall be shared equally.

F. Waiver.

1. If a grievance is not presented within the time limits set forth above, it shall be considered waived.
2. 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.
3. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
4. The time limit in each step may be extended by mutual written agreement of Employer and the Union in each step.

Article 5. Discipline

Section 1. Employees disciplined for just cause.

Employees will be disciplined for just cause only. Discipline will normally be in one or more of the following forms:

- A. Oral Reprimand (documented, but not in personnel file)
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

Section 2. Written documentation.

- A. Suspension, demotion and discharges will be in written form.
- B. Written reprimands that become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee.
- C. The affected Employee will receive a copy of such written reprimands and documentation of oral reprimands and notices of suspension, demotion and discharge.

Section 3. Examination of personnel files.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Administrator.

Section 4. Termination during probationary period.

- A. Nothing in this Agreement shall limit the Employer's right to terminate an Employee during initial probation period.
- B. Employees so terminated shall have no right to challenge such termination through the grievance procedure.

Article 6. Shift Assignments

Section 1. Work schedule.

- A. A work schedule shall be posted on the bulletin board in the patrol room designating each employee's tour of duty two (2) weeks in advance of the effective date of a new work schedule.
- B. It is recognized that a shift will be subject to change resulting from unforeseen circumstances. Shift changes may be made by the Chief or the Chief's First Line Supervisor without the usual two (2) week notice as a general policy to keep overtime at a minimum during the time of vacations, sick leave, approved schools and holidays.
- C. The Chief or the First line Supervisor has the authority to disapprove or approve shift changes.

Section 2. Shift assignments rotated.

Shift assignments shall rotate in an equitable manner when practical.

Section 3. Weekends.

Weekends shall be scheduled off on an equitable basis allowing each employee to receive approximately the same number of such days off during any calendar year.

Article 7. Method of Pay

Section 1. Payment of regular tours of duty.

Payment of all regular tours of duty shall be in accordance with Appendix A, B and C of this Agreement.

Section 2. Work time beyond scheduled shift.

All work time beyond the scheduled shift shall be compensated at time and one-half (1½).

Section 3. Attendance at school or training sessions.

- A. If the Employee attends a school or other training sessions on a regularly scheduled workday, said Employee shall be paid the Employee's regular scheduled shift of Employee's regular base pay rate.
- B. If the Employee attends a school or other training session on a regular scheduled day off, said Employee shall be compensated at the rate up to 8 hours at one and one-half (1½) times the Employee's regular base pay rate.
- C. The Employee shall be paid for attending schools and other training sessions, which have been designated as non-mandatory by the Chief in the following manner:
 - 1. If the Employee attended the school or other training sessions on a regular scheduled workday, said Employee shall be paid the Employee's regular scheduled workday at the Employee's regular base pay rate.
 - 2. If the Employee attends a school or other training session on a regularly scheduled day off, said Employee shall be compensated up to the normal shift assignment that the employee is working at the time.

Section 4. Call back.

- A. When called back to duty during non-scheduled hours, a minimum of two (2) hours will be paid at the rate of one and one-half (1½) base rate.
- B. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two (2) hour minimum.

Section 5. Court.

- A. An Employee who is called to court during the Employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate.
- B. An extension or early report to a regularly scheduled shift for court appearance does not qualify the Employee for the two (2) hour minimum.
- C. Civil cases are not included under this Article.

Section 6. Scheduled overtime.

Scheduled overtime shall be on an equitable basis allowing each police officer to receive approximately the same number of hours per calendar year.

Section 7. POST-secondary law enforcement education.

Any police officer hired starting in the Department with two (2) years of post-secondary law enforcement education and P.O.S.T. License or P.O.S.T. license and prior experience may be considered for starting at some step higher than the starting salary upon the recommendation of the Chief of Police but not a greater Step than Step 3.

Section 8. Computation.

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

Section 9. Overtime calculation.

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

Section 10. Overtime and callback obligation.

Employees have the obligation to work overtime and callbacks if requested by the Supervisor unless unusual circumstances prevent the Employee(s) from so working.

Section 11. Compensatory (comp) time.

- A. Compensatory time will be deposited into a comp time leave bank for each employee.
- B. During the calendar year, employees are permitted to use their comp time and to replenish their comp time bank, up the maximum 100 hours.
- C. If the comp time leave bank is at 100 hours, officers are required to take overtime pay.
- D. For scheduling purposes, use of comp time must be preapproved by the Chief of Police or the Chief's designee.

Article 8. Holidays

Section 1. Recognized holidays.

The City recognizes the following holidays as paid holidays for full-time Employees:

- | | |
|------------------|------------------------|
| New Year's Day | Labor Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| President's Day | Martin Luther King Day |

Section 2. Alternate holiday.

- A. If an Employee's scheduled day off starts on a paid holiday, the Employee shall have an "alternate holiday" which may be selected and used by the Employee within one (1) year of the holiday, subject to the approval of the Chief of Police.
- B. If not used within one (1) year the alternate holiday shall be forfeited.
- C. Unused alternate holidays shall not be payable upon separation.

Section 3. Holiday pay calculation.

- A. If an Employee's scheduled shift starts on a paid holiday, the Employee will receive the Employee's regularly scheduled work day at Employee's base pay rate and in addition Employee's regularly scheduled shift hours at one and one-half (1½) time compensation in the form of payment in money or compensatory time off.
- B. Chosen time off to be at the option of the Employee and with the approval of the Chief of Police.

Article 9. Vacations

Section 1. Vacation accrual.

Annual vacation for full-time Employees shall be received in the following manner:

- 1 thru 5 years – 80 hours
- 6 thru 10 years – 120 hours

Eight hours per year thereafter to a total of 160 hours. After 20 years, 8 hours per year thereafter to a total of 180 hours.

Section 2. Vacation selection.

- A. Choice of vacation shall be granted in accordance with seniority up to May 15th of each year.
- B. The selection of vacation shall begin on May 1st of each year and be completed by May 15th for posting on that date.
- C. After this date it is on a first-serve basis.
- D. This provision shall not be construed to mean that a vacation cannot be selected prior to May

15th at the Employee's option.

Section 3. Vacation accrual – termination within 12 months.

No vacation benefits shall accrue to an Employee terminating within twelve (12) months of his/her employment date.

Section 4. Vacation – prior approved required.

- A. Vacations may not be taken without the prior approval of the Chief of Police or the Chief's designee.
- B. The Chief or First Line Supervisor reserves the right to limit the number of officers granted vacation leave at one time to facilitate scheduling.

Section 5. Unused vacation hours.

- A. Upon termination of good standing, disability or death an Employee's unused vacation hours shall be paid into the Post Retirement Health Care Savings Plan, as administered by the Minnesota State Retirement System.
- B. If termination is caused by death, the unused vacation hours shall be paid to the employee's heirs.

Section 6. Deduction.

Days subtracted from accrued vacation time or accrued sick leave time will be only for those days that the Employee is scheduled to work.

Section 7. Vacation carry-over calculation.

Vacation carry-over shall not exceed over forty (40) hours from one year to the next, depending upon the Employee's starting date. The only exception shall be when, in the opinion of the Chief of Police, a proper work schedule cannot be facilitated, and the Chief may grant a carry-over in excess of forty (40) hours.

Section 8. Vacation time required.

An Employee shall be required to take at least forty (40) hours of his/her annual vacation leave consecutively.

Article 10. Uniforms and Weapons

Section 1. Initial issuance of uniforms.

- A. The City shall furnish for full-time police officers the first issue of uniforms sufficient to meet seasonal needs until they receive their first annual uniform maintenance allowance.
- B. This shall consist of the following:
 - 1. three (3) short-sleeve shirts,
 - 2. two (2) long sleeve shirts,
 - 3. three (3) pairs of pants,
 - 4. one (1) summer jacket,
 - 5. one (1) winter jacket,
 - 6. one (1) summer hat,
 - 7. one (1) winter hat, badges, handcuffs, and all necessary leather equipment and
 - 8. one (1) raincoat.

Section 2. Annual uniform and equipment allowance.

- A. Annual uniform maintenance allowance – eligible employees.
 - 1. All full-time police officers shall receive a uniform and equipment allowance of up to \$780.00 per year.
 - 2. The police secretary dispatcher will receive a uniform and equipment allowance of up to \$325.00 per year.
- B. Use of funds.
 - 1. Funds will be placed in an account maintained for each Employee under the supervision of the Chief of Police.
 - 2. The Chief or the Chief's designee will make the determination of whether the request is reasonable and, if so, will order the article and charge the amount against the employee's uniform allowance.
- C. If an Employee leaves employment prior to December 31 after receiving the annual uniform and equipment allowance for that year, the Employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 3. Reimbursement due to termination.

If an Employee terminates or is terminated of the Employees employment with the City before the completion of the Employee's probationary period, all money spent for uniforms shall be reimbursed to the City by the Employee.

Section 4. Property retention.

- A. Equipment issued as initial issues (i.e. firearms, duty leather, etc.) shall remain property of the City and shall be returned to the City upon termination or employment.
- B. Employees shall retain all items brought with them to the City.

Section 5. Clothing damaged in the line of duty.

- A. Any clothing damaged in the line of duty shall be replaced by the City after a written report is submitted to the Chief of Police, describing circumstances surrounding damage and justification for replacement and approved by the Chief of Police.
- B. The damaged article shall remain property of the City.

Section 6. Service weapons.

- A. The City agrees to furnish each officer of the Department with one (1) sidearm service weapon with four (4") inch barrel of a caliber of not less than a 38 Special.
- B. All issued sidearm weapons remain the property of the City.
- C. An officer may use his/her own sidearm weapon if it has a four (4") inch barrel of a caliber of not less than a 38 Special. The weapon cannot be a single action revolver design.
- D. If caliber exceeds a 357 Magnum the weapon must be approved in writing by the Chief of Police.

Section 7. New sidearm.

The City agrees to furnish to each officer a new sidearm as described in Section 6; if:

- A. The weapon is unsafe-this determination shall be made by a qualified gunsmith; or
- B. The weapon is damaged or lost in the line of duty and justification as provided in Section 5 is made.

Section 8. Ammunition.

The City agrees to furnish one (1) box of 50 ammunition to each police officer per month for the purpose of target practice. Ammunition is issued when empty brass is returned.

Section 9. Vests.

- A. The City will purchase a vest capable of stopping a bullet up to and including a 357 Magnum caliber for each officer.
- B. It is mandatory that vests be worn at all times, with the following exceptions:
 - 1. Occasions approved by the Chief of Police.
 - 2. Extenuating circumstances approved by the Chief of Police.
- B. A written medical statement from a licensed physician, provided to the Chief of Police. If an officer fails to comply with this mandate, the employee shall be disciplined as follows:
 - 1. 1st Offense-reprimand and letter in file
 - 2. 2nd Offense-three (3) day suspension without pay
 - 3. 3rd Offense-cost of vest will be deducted from the officer's pay and it becomes officer's property.
 - 4. A, B & C will not be grievable items as spelled out in the AFSCME contract, except that question of whether or not the officer properly refused to wear the vest for medical reasons shall be grievable.
- C. The vest will be replaced in the following manner:
 - 1. If the vest is damaged in the line of duty due to protecting the officer, it will be replaced by the City.
 - 2. After five (5) years from the date of purchase the entire vest will be replaced by the City.
 - 3. Prior to five (5) years all replacement cost will be the responsibility of the officers except in C-1.

Article 11. Reduction of Force

Section 1. Reduction in force.

A reduction in the workforce is implemented on the basis of job classification seniority.

Section 2. Probationary period.

All new Employee's are required to complete a twelve (12) month probationary period before gaining seniority rights.

Article 12. State or Federal Law

Nothing in the Agreement shall be construed to require either of the parties to act contrary to any State or Federal law. In the event such conditions arise it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the Law.

Article 13. Union Security

- A. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence with the first payroll following the employee's first thirty (30) days of employment with employees signed authorization card after initial employment with the Employer; and

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferable in an Excel formatted report that

may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06.

- B. The Union may designate Employees from the bargaining unit to act as steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- C. The Employer shall make space available on the Employee's bulletin board for posting Union notices and announcements.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.
- E. The Employer and Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.

Article 14. Directives

Any orders pertaining to policies or change of policies given by the Chief of Police to be carried out by the police department Employee's will be written and a copy posted on the bulletin board in the squad room and a copy shall be filed.

Article 15. Sick Leave

Section 1. Sick leave.

Sick leave, with pay, will be granted for full-time Employees for a bona-fide personal illness, medical examination, medical treatment, legal quarantine, surgical dental care, and for pre-natal examination.

Section 2. Use of sick leave.

- A. Sick leave may be used in the case of serious illness in the immediate family.
 - a. Immediate family is defined as the Employee's spouse, child, father, mother, mother-in-law, father-in-law or grandchild.
- B. Sick leave may be used in the case of death in the family.
 - a. Family is defined as the Employee's spouse, child, father, mother, brother, sister, grandparents, grandchildren, guardian, parents of the Employee's spouse and wards of the Employee.
- C. One (1) day per year/per Employee for being called to be a pallbearer may be used.
- D. In cases of sick leave for serious illness in the immediate family and in the case of death in the family, sick leave shall be granted for only the actual time required with the approval of the Chief or designee.
- E. A maximum of three (3) days is allowed per funeral for a member of the immediate family. If more time is needed, vacation can be used with approval of the Chief or the Chief's designee.

Section 3. Sick leave – birth of child.

One day of sick leave is granted for an Employee to attend the birth of his or her child.

Section 4. Sick leave not granted.

No sick leave shall be granted to an Employee during the first month of his/her employment, but leave shall accrue from the start of his/her employment.

Section 5. Sick leave accrual.

- A. Employee's shall be granted eight (8) hours of sick leave for each calendar month of employment or major fraction thereof.
- B. There shall be no maximum accumulation.

Section 6. Accrual during the use of sick leave.

- A. Employees using earned sick leave shall be considered to be working for the purpose of accumulation of additional vacation leave or sick leave.
- B. Only days which an Employee would normally have worked will be charged against Employee's sick leave account.

Section 7. Competent written evidence.

- A. An Employee claiming sick leave may be required to file competent written evidence to the Chief or the Chief's designee that he/she has been absent as authorized.
- B. Sick leave taken immediately preceding termination of employment or retirement of an Employee must be substantiated by written medical report.

Section 8. Ability to perform duties.

An Employee who has been unable to work for a period of time because of illness or accident may be required before being permitted to return to work, provide medical evidence as the Chief or the Chief's designee determines is necessary that Employee is again able to perform all significant duties of Employee's job in a competent manner and without hazard to the Employees or others.

Section 9. Reason for sick leave.

Sick leave is a benefit intended to prevent the loss of regular income during a time of personal illness or accident or serious family crisis. Each Employee shall be held responsible for the reasonable prudent and bona-fide use of sick leave benefits.

Section 10. Sick leave – notification.

- A. Claiming sick leave when physically fit except as provided in this Article may be cause for disciplinary action.
- B. The Employee must notify the Chief of Police or First Line Supervisor of his/her need for leave at the earliest possible moment and preferably before the start of scheduled working hours.
- C. Failure to make diligent effort to give such notification may result in payroll deduction for such time taken.

Section 11. Sick leave – denied.

- A. No sick leave is allowed for illness, injury or physical inability resulting from misconduct (misconduct to mean conduct unbecoming a police officer) or excessive use of narcotics.
- B. No sick leave benefits of any kind will be granted after termination of employment.

Article 16. Retirement/Severance Pay

Upon termination of Employment full-time Employees with good standing with a minimum of twenty (20) years of service shall receive a one-time payment of 25% of the Employee's unused sick leave accumulation and it shall be paid into the Post Retirement Health Care Savings Plan, as administered by the Minnesota State Retirement System. If termination is caused by death the unused sick leave accumulation shall be paid to the employee's heirs.

The term "good standing" as used herein shall mean an Employee not subject to current suspension or discharge.

If an Employee chooses to participate in a deferred compensation plan, the City will pay a contribution to that Employee's deferred compensation account on a dollar for dollar match basis up to Four Hundred and Eighty and no/ 100th (\$480.00) Dollars per year during each year of the Contract. This provision to be effective January 1, 2021.

Article 17. Health and Life Insurance and Wellness Center Memberships

Section 1. Health insurance.

- A. Contributions. The City agrees to provide full-time Employees with group medical insurance and shall pay 100% of the premium for single coverage and 70% of the premium for those Employee's with dependent coverage up to a maximum City contribution of \$1,000.00 per month.
- B. Health Savings Account.
 - 1. The City shall contribute \$300.00 per month to the Health Savings Account for each Employee with dependent coverage and \$175.00 per month to the Health Savings Account for each Employee with single coverage.
 - 2. HSA contributions will be paid on a quarterly basis, January, April, July and October.
 - 3. If an employee terminates employment during a quarter, the employee will reimburse the City on a pro-rated basis based on the termination date.

Section 2. Life insurance.

The City agrees to provide full-time Employees with a term life insurance policy of \$55,000.00, the cost of which will be paid by the City. Any voluntary cost of living increases or extra insurance coverage shall be paid by the Employee.

Section 3. Benefits – mutual consent.

- A. Benefits in this Article will not be decreased without the mutual consent of both parties.
- B. The bargaining unit will appoint one representative to an insurance committee consisting of a representative of each bargaining unit in the City of Wadena, and the City Administrator, which will meet to discuss benefit modifications at such times may be appropriate.

Section 4. Coverage and benefit changes instituted by an insurer.

- A. Coverage and benefit changes which are solely instituted by an insurer providing coverage to Employee under an existing group insurance contract, are not considered to be a reduction in the aggregate value of the benefits of that contract.
- B. Any description of insurance benefits contained herein are intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance policy and not by this agreement.
- C. The Employer's only obligation is to pay such amounts as agreed to herein and no claims shall

be made against the Employer as a result of the denial of the insurance benefits by an insurance carrier, except in the case of error by the Employer in reporting information to the insurer.

Section 5. Wellness Center memberships.

- A. The City offers full-time employee's membership at the Wellness Center at the following monthly rate:
 - 1. Family membership - \$40.00 per month
 - 2. Adult couple - \$40.00 per month
 - 3. Adult single - \$20.00 per month
- B. The employee Wellness Program offers the following incentives:
 - 1. Family membership – the employee is reimbursed \$40.00 for each month the listed family members use the facility 8 times in the same month.
 - 2. Adult couple – the employee is reimbursed \$40.00 for each month the couple each uses the facility 8 times in the same month.
 - 3. Adult single – the employee is reimbursed \$20.00 for each month the employee uses the facility 8 times in the same month.

Article 18. Personal Leave of Absence

- A. Up to one (1) year without loss of seniority, but no gain in seniority, may be granted by the Chief of Police subject to the approval of the City Council for an unpaid personal leave of absence to allow time for a job related recovery period.
- B. This unpaid personal leave of absence is not to be used for continuation of education or for trying a new career.
- C. Vacation and sick leave will not accumulate during such leave of absence.
- D. Health insurance premiums will be the sole responsibility of the Employee during a leave of absence; all payments will be made to the City Office by the 1st of each month to continue coverage.
- E. The City of Wadena will comply with the Federal Family Medical Leave Act (FMLA).

Article 19. Safety Glasses

For full-time Employees:

- A. City will pay up to \$50.00 toward the cost of single vision.
- B. City will pay up to \$75.00 toward the cost of bifocals.
- C. City will pay up to \$90.00 toward the cost of trifocals.
- D. City will replace glasses for fulltime Employees after not less than two (2) years if a new prescription is found to be necessary.
- E. If glasses are damaged or destroyed in the line of duty or on the job, the City will pay the cost of replacement for fulltime Employees.
- F. Doctor must state on bill that glasses are safety frames and safety glasses.
- G. Employee may go to vendor of Employee's choice, limits as stated above will apply no matter which vendor is used.
- H. A copy of these rules adopted will be furnished to the local vendors.

Article 20. Part-time Employees

Employees who are regularly scheduled to work for more than six (6) months and more than twenty (20) hours per week but less than forty (40) hours per week shall receive pro-rated benefits, except in the area of health insurance, eligibility for health insurance will be

determined by the Employer's contract with its health insurance carrier.

Article 21. Wages

- A. All employees covered by this Agreement shall be paid in accordance with Appendix "A, Band C" which is attached hereto and made a part of this Agreement for 2021 a 2.5% pay adjustment, for 2022 a 2.5% pay adjustment and for 2023 a 2.5% pay adjustment.
- B. Step 7 is a 1% longevity pay adjustment after 20 years of service for all job classifications.

Article 22. Waiver Clause

- A. Any and all prior agreement, 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.
- B. 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 terms or conditions of employment not removed by law from bargaining.

Article 23. Duration of Agreement

Section 1. Duration.

This Agreement shall remain in full force and effect for the period commencing January 1, 2021, and shall remain effective through December 31, 2023, and thereafter until modifications are made pursuant to the P.E.I.R.A.

Section 2. Modification or amendment.

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise initially agreed, the parties shall not commence negotiations more than ninety (90) days prior to said expiration of this Agreement.

THIS AGREEMENT is entered into this thirteenth day of January, 2021.

CITY OF WADENA



George Deiss, Mayor



Janette M. Bower, City Administrator

AFSCME



President



Vice President



Ginger Thrasher, AFSCME Representative

APPENDIX A

POLICE DEPARTMENT

January 1, 2021

POLICE OFFICER	STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
	START	\$ 24.93	\$ 37.40	\$ 4,321.20	\$ 51,854.40
	STEP 1	\$ 26.04	\$ 39.06	\$ 4,513.60	\$ 54,163.20
	STEP 2	\$ 27.12	\$ 40.68	\$ 4,700.80	\$ 56,409.60
	STEP 3	\$ 28.26	\$ 42.39	\$ 4,898.40	\$ 58,780.80
	STEP 4	\$ 29.37	\$ 44.06	\$ 5,090.80	\$ 61,089.60
	STEP 5	\$ 30.47	\$ 45.71	\$ 5,281.47	\$ 63,377.60
	STEP 6	\$ 31.58	\$ 47.37	\$ 5,473.87	\$ 65,686.40
	STEP 7	\$ 31.90	\$ 47.85	\$ 5,529.33	\$ 66,352.00

SECRETARY/DISPATCHER	STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
	START	\$ 18.61	\$ 27.92	\$ 3,225.73	\$ 38,708.80
	STEP 1	\$ 19.62	\$ 29.43	\$ 3,400.80	\$ 40,809.60
	STEP 2	\$ 20.57	\$ 30.86	\$ 3,565.47	\$ 42,785.60
	STEP 3	\$ 21.57	\$ 32.36	\$ 3,738.80	\$ 44,865.60
	STEP 4	\$ 22.54	\$ 33.81	\$ 3,906.93	\$ 46,883.20
	STEP 5	\$ 23.53	\$ 35.30	\$ 4,078.53	\$ 48,942.40
	STEP 6	\$ 24.51	\$ 36.77	\$ 4,248.40	\$ 50,980.80
	STEP 7	\$ 24.76	\$ 37.14	\$ 4,291.73	\$ 51,500.80

Step 7 is a 1% adjustment for employees with 20 years of service and is effective starting 1/01/07.

APPENDIX B

POLICE DEPARTMENT

January 1, 2022

POLICE OFFICER

STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
START	\$ 25.55	\$ 38.33	\$ 4,428.67	\$ 53,144.00
STEP 1	\$ 26.69	\$ 40.04	\$ 4,626.27	\$ 55,515.20
STEP 2	\$ 27.80	\$ 41.70	\$ 4,818.67	\$ 57,824.00
STEP 3	\$ 28.97	\$ 43.46	\$ 5,021.47	\$ 60,257.60
STEP 4	\$ 30.10	\$ 45.15	\$ 5,217.33	\$ 62,608.00
STEP 5	\$ 31.23	\$ 46.85	\$ 5,413.20	\$ 64,958.40
STEP 6	\$ 32.37	\$ 48.56	\$ 5,610.80	\$ 67,329.60
STEP 7	\$ 32.69	\$ 49.04	\$ 5,666.27	\$ 67,995.20

SECRETARY/DISPATCHER

STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
START	\$ 19.08	\$ 28.62	\$ 3,307.20	\$ 39,686.40
STEP 1	\$ 20.11	\$ 30.17	\$ 3,485.73	\$ 41,828.80
STEP 2	\$ 21.08	\$ 31.62	\$ 3,653.87	\$ 43,846.40
STEP 3	\$ 22.11	\$ 33.17	\$ 3,832.40	\$ 45,988.80
STEP 4	\$ 23.10	\$ 34.65	\$ 4,004.00	\$ 48,048.00
STEP 5	\$ 24.12	\$ 36.18	\$ 4,180.80	\$ 50,169.60
STEP 6	\$ 25.12	\$ 37.68	\$ 4,354.13	\$ 52,249.60
STEP 7	\$ 25.37	\$ 38.06	\$ 4,397.47	\$ 52,769.60

Step 7 is a 1% adjustment for employees with 20 years of service and is effective starting 1/01/07.

APPENDIX C

POLICE DEPARTMENT

January 1, 2023

POLICE OFFICER

STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
START	\$ 26.19	\$ 39.29	\$ 4,539.60	\$ 54,475.20
STEP 1	\$ 27.36	\$ 41.04	\$ 4,742.40	\$ 56,908.80
STEP 2	\$ 28.50	\$ 42.75	\$ 4,940.00	\$ 59,280.00
STEP 3	\$ 29.69	\$ 44.54	\$ 5,146.27	\$ 61,755.20
STEP 4	\$ 30.85	\$ 46.28	\$ 5,347.33	\$ 64,168.00
STEP 5	\$ 32.01	\$ 48.02	\$ 5,548.40	\$ 66,580.80
STEP 6	\$ 33.18	\$ 49.77	\$ 5,751.20	\$ 69,014.40
STEP 7	\$ 33.51	\$ 50.27	\$ 5,808.40	\$ 69,700.80

SECRETARY/DISPATCHER

STEP	HOURLY	OVERTIME	MONTHLY	YEARLY
START	\$ 19.56	\$ 29.34	\$ 3,390.40	\$ 40,684.80
STEP 1	\$ 20.61	\$ 30.92	\$ 3,572.40	\$ 42,868.80
STEP 2	\$ 21.61	\$ 32.42	\$ 3,745.73	\$ 44,948.80
STEP 3	\$ 22.66	\$ 33.99	\$ 3,927.73	\$ 47,132.80
STEP 4	\$ 23.68	\$ 35.52	\$ 4,104.53	\$ 49,254.40
STEP 5	\$ 24.72	\$ 37.08	\$ 4,284.80	\$ 51,417.60
STEP 6	\$ 25.75	\$ 38.63	\$ 4,463.33	\$ 53,560.00
STEP 7	\$ 26.01	\$ 39.02	\$ 4,508.40	\$ 54,100.80

Step 7 is a 1% adjustment for employees with 20 years of service and is effective starting 1/01/07.