

A G R E E M E N T

between

CITY OF DAWSON

And

AFSCME, AFL-CIO, MINNESOTA COUNCIL NO. 65

LOCAL UNION NO. 1686

CITY OF DAWSON — ESSENTIAL

January 1, 2018— December 31, 2019

ARTICLE	1	PURPOSE OF AGREEMENT	3
ARTICLE	2	RECOGNITION	3
ARTICLE	3	MANAGEMENT RIGHTS	3
ARTICLE	4	DEFINITIONS	4
ARTICLE	5	UNION SECURITY	4
ARTICLE	6	EMPLOYER SECURITY	5
ARTICLE	7	EQUAL APPLICATION	5
ARTICLE	8	SAVINGS	5
ARTICLE	9	LEGAL DEFENSE	6
ARTICLE	10	SENIORITY	6
ARTICLE	11	PROBATIONARY PERIOD	6
ARTICLE	12	WORK SCHEDULES - PREMIUM PAY	7
ARTICLE	13	HOLIDAYS	9
ARTICLE	14	VACATIONS	10
ARTICLE	15	UNIFORM ALLOWANCE	10
ARTICLE	16	LEAVES OF ABSENCE	11
ARTICLE	17	INSURANCE	12
ARTICLE	18	MILEAGE	12
ARTICLE	19	DISCIPLINE	13
ARTICLE	20	GRIEVANCE AND ARBITRATION	14
ARTICLE	21	WAGE ADMINISTRATION	15
ARTICLE	22	SEVERANCE PAY	15
ARTICLE	23	RATES OF PAY	15
ARTICLE	24	SEXUAL HARASSMENT	15
ARTICLE	25	TRAINING	15
ARTICLE	26	DURATION	16
APPENDIX	A		17

POLICE UNION CONTRACT

This Agreement is made and entered into by and between the City of Dawson, hereinafter referred to as the EMPLOYER, and Local Union No. 1686 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 65, hereinafter referred to as the UNION.

ARTICLE 1
PURPOSE OF AGREEMENT

- 1.1 This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Union employees, and the Union, a formal procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment.

ARTICLE 2
RECOGNITION

2.1 Exclusive Representative

- 2.1.1 The Employer recognizes the Union as the exclusive representative for all essential employees of the City of Dawson Police Department, Dawson, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees (BMS Case No. 98-PCE-1532)

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City recognizing the rights of bargaining unit employees and the Union under Article 5. By way of illustration and not limitation, the following are listed as examples of such management functions:
- 3.1.1 The determination of the governmental services to be rendered to the citizens of the City of Dawson.
- 3.1.2 The determination of the City's financial, budgetary, accounting, and organization policies and procedures.
- 3.1.3 The continuous overseeing of personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the Council establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- 3.1.4 The management and the direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to discipline or discharge for proper cause; the right to purchase, dispose of and assign equipment or supplies; the right to contract or subcontract work, and the right to hire, promote, transfer and retain employees; to lay off for a lack of work or funds; to abolish positions or reorganize the department; to determine schedules of work.
- 3.2 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is expressly retained by the City.

ARTICLE 4
DEFINITIONS

- EMPLOYER:** The City of Dawson or its designated representative.
- UNION:** AFSCME, Council 65, Local 1686, AFL-CIO.
- UNION MEMBER:** A member of AFSCME, Council 65, Local 1686, AFLCIO.
- EMPLOYEE:** A member of the exclusively recognized bargaining unit whether or not a Union member.
- DEPARTMENT:** The Dawson Police Department.
- REGULAR EMPLOYEE OR PERMANENT EMPLOYEE:** An employee who has completed the probationary period.
- PROBATIONARY EMPLOYEE:** An employee who has not completed the probationary period.
- PART-TIME EMPLOYEE UNION STATUS:** Part-time employees are members of the bargaining unit as per Minnesota State Law, and, participate in employee benefit programs on a pro rata basis.

ARTICLE 5
UNION SECURITY

- 5.1 **Union Dues**
- 5.1.1 In recognition of the Union as the exclusive representative. 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 30 working days after initial employment with the Employer, and
- 5.1.2 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 preferably in an Excel formatted report that may be electronically transmitted or by U.S mail; 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 .my set amount for local assessments, in an electronic Excel format or via U.S. mail
- 5.1.3 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 'If Minn. Stat. Sect. 179A.06, Subd. 3.
- 5.1.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article

52 No Individual Agreements

5.2.1 The Employer agrees not to enter into any additional agreement with employees, individually or collectively, concerning any terms or conditions of employment.

53 Union Stewards and Officers

5.3.1 The Union may designate members to act as stewards or officers and will inform the Employer of such choice and of any changes in stewards or officers in writing.

5.4 Union Notices

5.4.1 The Employer agrees to make space available on a bulletin board for the posting of Union notice(s) and announcements.

5.5 Union Meetings

5.5.1 The Employer agrees to designate space and make it available for Union meetings when it does not conflict with the operation of the Department.

ARTICLE 6
EMPLOYER SECURITY

6.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, speedup, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment.

ARTICLE 7
EQUAL APPLICATION

7.1 No Discrimination

7.1.1 The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion or political affiliation. The Union and the employees covered by this Agreement will share equally with the Employer the responsibilities established by this Article.

7.2 Protected Activity

7.2.1 The Employer will not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union will not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

ARTICLE 8
SAVINGS

8.1 State City and Federal Laws

8.1.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the Ordinances of the City of Dawson not meant to construe new ordinances, which would conflict with this Agreement

82 Contrary Provision

- 8.2.1 In the event that any provision of this Agreement will be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision will be voided.
All other provisions of this Agreement will continue in full force and effect. The voided provisions may be renegotiated upon written consent of either party.

ARTICLE 9
LEGAL DEFENSE

- 9.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, Employer will defend, save harmless and indemnify an employee and/or his/her estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of employee's duties.

ARTICLE 10
SENIORITY

10.1 Definition

- 10.1.1 Seniority will mean an employee's length of service with the Employer since his/her most recent date of hire. When two or more employees have the same seniority date, their position on the seniority list will be determined by lot.

10.2 Loss of Security

- 10.2.1 An employee's continuous service record will be broken for the following reasons only:
- a. resignation
 - b. retirement
 - c. discharge for just cause

ARTICLE 11
PROBATIONARY PERIOD

11.1 Purpose

- 11.1.1 The probationary period will be regarded as an integral part of the examination process and will be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to his position, and for rejecting any employee whose performance does not meet the required work standards.

11.2 Duration

- 11.2.1 Every original appointment and every promotional appointment is subject to a probationary period of six(6) months after appointment which can be extended up to an additional six (6) months at the discretion of management provided reasons for the extension are given the employee in writing.

113 Applies to Promotion

113.1 All promotions will be subject to a probationary period of six (6) months which can be extended up to an additional six (6) months at the discretion of management.

If an employee who has been promoted is found unsuited for the work to which promoted, he/she may be reinstated to the position from which he/she was promoted.

114 Affects Sick Leave and Vacation

114.1 During the probationary period, an employee will be entitled to sick leave at the rate of one (1) working day for each calendar month of full-time service or major fraction thereof.
The vacation leave is to be accrued from the start of the probationary employment except that an employee will not be entitled to vacation leave until after six months of employment. Holiday pay will be automatic as of the first lay of work.

115 Termination

115.1 The appointing authority may terminate a probationary employee at any time during the probationary period if in the appointing authority's opinion, the working test indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit continuance in the position. the employee so terminated will be notified in writing of the reason for the termination and will not have the right to grieve unless he/she is a veteran, in which case the procedure prescribed in Minnesota Statutes regarding Veterans Preference will be followed

116 Completion

116.1 An employee who has completed the period of probationary service and who has not received, before completion of that period, a written notice from the appointing authority that his/her services are terminated, will be considered to have successfully completed the probationary period and attained the status of a permanent employee.

ARTICLE 12
WORK SCHEDULES - PREMIUM PAY

121 Normal Work Week

12.1.1 A normal workweek will be an averaged forty (40) hours. A normal workday will be a minimum eight (8) hours up to a maximum of twelve (12) hours. All hours of a regularly scheduled shift shall be consecutive.

12.1.2 Normally, all employees will be scheduled to work on a regular shift, and each shift will have regular starting and quitting times. Employee shifts may be rescheduled to meet public safety requirements and other emergencies. Part-time employees may be scheduled to meet the needs of the Employer.

12.1.3 Except for emergencies, including but not limited to natural disasters such as floods, tornados, earthquakes, severe weather watches and or warnings. Emergencies may also include unexpected injuries or last minute unexpected illness before an employee's shift; shifts, work days, and hours will be established by the Chief and approved by the Police Commission , not less than twenty-eight (28) days in advance of the time to be worked. Employees shall be able to switch shifts between themselves, if mutually agreeable. Subject to the Police Chiefs approval. Employees shall notify Police Chief at least 3 days in advance.

122 Normal Work Year

122.1 The normal work year will consist of 2,080 hours to be accounted for through:
1) Scheduled hours of work

- 2) Authorized paid leave
- 3) Training

123 Assignment of Work

123.1 Work shifts, 15-minute work breaks, lunch breaks, staffing schedules, and the assignment of employees thereto will be established by the Chief of Police.

124 Court Time

124.1 An employee who is required to appear in Court because of his/her position as a Police Officer or Sergeant will receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her normal base rate. Such pay will be available only if the Court appearance is at other than scheduled duty time.

124.2 When an employee is served with a civil or criminal subpoena as a result of his/her employment with the City of Dawson, it will be the employee's option to accept the witness and mileage fees and Like a vacation day or turn all fees over to the City and receive his/her regular pay. If the Court is scheduled during off duty time, the employee shall be paid at time and one-half (1-1/2) the regular rate of pay for the time required to be available for Court. The Employer will provide travel, as well as lodging and meals, if the hearing is scheduled at a location outside the City of Dawson.

125 Call Back

125.1 An employee who is called back to duty at other than his/her scheduled duty time will receive a minimum of two (2) hours for said call back and will be compensated at a rate of time and one-half (1-1/2) An extension of employee's shift will be considered as actual time and the two (2) hour minimum will not apply.

126 No Pyramiding

126.1 The base pay rate of premium compensation will not be paid more than once for the same hours worked under any provision of this Agreement, nor will there be any pyramiding of premium compensation.

127 Overtime

127.1 Employees will be compensated at one and one-half (1-1/2) times the employee's rate of pay for hours worked in excess of an averaged forty (40) hours per week. Overtime will be calculated to the nearest fifteen (15) minutes.

127.2 Employees who have worked in excess of a forty (40) hours per week may use compensatory time in lieu of overtime. Compensatory time shall not accrue in excess of seventy (70) hours per employee. Compensation hours may carry over from year to year.

127.3 No employee will be required to take time off during his/her normal work cycle to avoid payment of overtime.

128 On-Call Pay

128.1 Full-time employees required by the Employer to standby will be paid for such on call time at the rate of three hundred dollars (\$300.00) per month effective 1/1/2016.

12.8.2 Part-time employees required to remain on call shall be compensated at the rate of \$1.00 per hour between the hours of 12:00 midnight and 8:00 a.m., and at the rate of \$2.00 per hour for any other hours of day

12.8.3 Officers shall not have to take call prior to their first day back on duty.

12.9 Layoff and Recall

12.9.1 In the event of layoff, probationary and part-time employees will be laid off prior to the laying off of regular employees. If it becomes necessary to lay off employees from any classification, the employee in that classification in the department who has the least seniority shall be laid off first, provided the remaining employees in the department have sufficient skill and experience to effectively perform in the required work.

An employee shall lose all accumulated seniority if laid off for one year or for a period equal to the total length of seniority, whichever is less.

Employees to be laid off will be given at least a sixty (60) day notice.

12.9.2 In the event that the work force is to be increased, any employee who has been laid off within the preceding 12 months shall be recalled to his/her classification in the inverse order of seniority, provided the employee has sufficient skill and experience to perform the required work.

An employee who fails to report for work within five (5) working days after the date she/he received, or should have received, notice of recall by certified mail, shall be presumed to be a voluntary quit. If unusual circumstances prevent an employee from reporting, she/he should telephone his/her department head or supervisor promptly after receipt of the recall notice and prior to the notified date of return so that other satisfactory arrangements may be made.

During the entire period of layoff, an employee will be expected to keep the City of Dawson informed as to his/her current address.

ARTICLE 13
HOLIDAYS

13.1 The following ten (10) Holidays shall be observed by full time employees

New Years Day	4 th of July
Martin Luther King Day	Labor Day
Presidents' Day	Veterans' Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day

13.1.2 All hours worked on Christmas Eve from 12:00 p.m (noon). to 12:00 a.m midnight shall be paid holiday pay in addition to the employee's regular rate of pay.

13.2 Regular employees shall be paid for ten (10) holidays each year. Employees shall receive five (5) days pay on the first pay period in June and five (5) days pay on the first pay period in December of each year. The Hourly value of one Holiday is 8 hours

13.3 Holidays accrued by an employee but not taken by the date of termination of employment shall be paid to the employee at the date of termination.

- 134 Employees who are required to work on a holiday shall receive their normal compensation in addition to Holiday pay which is the employee's regular rate of pay, at the value as stated in Section 13.5, either as cash or comp-time, at the discretion of the employee. Employees called back to work on their non-scheduled holiday shall be paid in accordance to Article 12.5.1. Holiday work that results in overtime shall be compensated as defined in Article 12.7.1.
- 135 The hour value of a holiday worked will be determined by the definition of "work day" as set forth in Article 12.1.1.
- 13.6 In addition, employees shall be granted a "birthday" holiday to be taken within twenty-eight (28) days of the Employee's birthday, valued at 8 hours. Also one (1) paid personal day valued at 8 hours. These hours may be combined to make up an employee's entire shift.

ARTICLE 14
VACATIONS

- 141 Accumulation
14.1.1 Each employee shall earn vacation in accordance with the following schedule for consecutive full time services:
- | | |
|-----------------------------------|-----------|
| First year of employment | 40 hours |
| Two through three years | 96 hours |
| Four through five years | 120 hours |
| Six through ten years | 136 hours |
| Ten through 20 years | 160 hours |
| Twenty-one years through 25 years | 176 hours |
| Twenty-six years and over | 184 hours |

Employees may accrue leave to a maximum of two times the amount earned in one calendar year. Amounts earned in excess of this max accrual shall be forfeited.

- 142 Use of Vacation
142.1 Vacation leave may be used as earned, subject to approval by the appropriate department head at the time in which it may be taken.
- 143 Any employee leaving the City in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

ARTICLE 15
UNIFORM ALLOWANCE

- 15.1 The City will provide necessary uniforms and equipment and will replace, as needed, to a maximum reimbursement of six hundred fifty (\$650.00) per calendar year.
- 152 The City will replace personal property if damaged in the line of duty when such replacements are authorized by the Chief, and upon proper receipt of a purchase voucher. The reimbursement will not exceed the actual replacement value.

ARTICLE 16
LEAVES OF ABSENCE

16.1 Sick Leave Benefits

16.11 Sick leave with pay will be granted to all probationary and permanent employees at the rate of one (1) working day eight (8) hours per each calendar month of full-time or major fraction thereof, with unused sick leave days to accumulate to a total of seven hundred twenty (720) hours.

Wellness Days

Once an employee has reached a maximum accrual of sick leave and accrues an additional sixteen (16) or more hours, the employee shall be allowed to use up to sixteen (16) hours of such time per calendar year as paid time off.

16.12 Work Related Injury

Employees entitled to benefits pursuant to the Worker's Compensation Act will be allowed to use their accumulated sick leave benefits to make up the difference between the Worker's Compensation benefit and the employee's regular rate of pay.

16.13 Proof of Illness and/or Injury

Employees claiming sick leave may be required to file competent, written evidence that she/he I its been absent as authorized. If she/he has been incapacitated for the period of their absence or a major part thereof, they may be required to provide evidence that they are again physically able to perform their duties.

16.14 Conversion of Vacation Time to Sick Leave

Up to 50% of vacation time earned during the calendar year may be converted into sick leave, but it cannot be converted back. However, the total number of sick days available at any one time cannot exceed ninety (90) working days.

162 Military Leave

162.1 All employees who are members of the National Guard, the Officers Reserve Corps, the Enlisted Reserve, or are called by the proper authority to active non-civilian duty will be entitled to a leave of absence for the period of such active service without loss of status, and if such employee will have been in the full-time service of the municipality for at least six (6) months immediately preceding call to service. He/she will receive the difference between his/her regular municipal pay and the lesser military pay for a period of fifteen (15) days of such military leave in the case of Reserve or National Guard personnel, and full pay for fifteen (15) days in the case of active duty.

163 Family Leave

16.3.1 In addition to the provisions set forth in Minnesota Statute 181.940 et seq. regarding Family Leave, the Employer and the Union agree to the following:

- a. Pregnancy and any associated medical complications, including recovery, are treated as temporary disabilities for the period in which the employee cannot perform his/her job. Family leaves or absence may be granted for a period not to exceed six (6) months. The employee will submit a written request for said leave at least thirty (30) calendar days prior to the intended commencement of said leave and will state the expected period in which she/he will be unable to perform her/his job. This written request will be accompanied by a written statement from an attending physician.
- b. For that period in which an attending physician certifies in writing that she/he cannot perform her/his job, she/he will be allowed to use up accrued sick leave and/or vacation time, after which time she/he will be placed on an unpaid leave of absence during which time no benefits will

accrue. When an employee desires to return to his/her employment, she/he will advise the City thirty (30) calendar days prior to his/her intended date of return. Immediately upon returning to work, he/she will provide the City with a written statement from an attending physician that she/he is able to perform all of his/her normal work duties. The employee will be returned to the position of like status and pay.

- c. For pregnancies requiring more than a six (6) month period for delivery and recuperation, an additional leave of absence without pay may be granted on the basis that such action is in the best interests of the City.

16.4 Funeral Leave

- 16.4.1 All employees will be allowed three (3) days off without loss of pay to attend funerals of members of the immediate family. Immediate family will be defined as: spouse and employee's/spouse's parents, children, brother, sister, grandchildren or grandparents. Two (2) additional days from accumulated sick leave may be allowed at the discretion of management. Employees must make prior arrangements with management.

16.5 Leave Without Pay

- 16.5.1 An employee may be granted leave of absence without pay or benefits for a period not to exceed ninety (90) days, unless a request for extension is approved by the appointing authority, for sickness, childcare, disability, jury duty, or other good and sufficient reasons, which are considered to be the best interests of the municipality. The City Council may by resolution grant an additional ninety (90) day extension if the Council deems such extension to be in the best interests of the City of Dawson,

ARTICLE 17 **INSURANCE**

17.1 Health Coverage

- 17.1.1 The Employer shall pay 85 % of the monthly premium for single employee and dependent group health and dental insurance coverage for the duration of the Agreement. The employee shall pay any premium cost in excess of the maximum Employer contribution for the family group health and dental insurance premium through payroll deduction. The employer and employee will split the cost of the deductible 50/50 for the single and family coverage. In the event the Employer agrees to pay a higher percentage of the insurance premium for any of its other employees, the higher percentage will also be granted to the Police department employees covered by this agreement.

17.2 Life Insurance

- 17.2.1 The Employer will continue to provide a life insurance policy with a benefit of \$50,000.00 for all employees and \$5,000.00 for their dependents.

ARTICLE 18 **MILEAGE /MEAL REIMBURSEMENT**

- 18.1 Employees using their personal car for work or travel in the course of performing City business will be reimbursed at a rate established by IRS code. It is the responsibility of the employee to keep accurate count of any miles claimed.

Meals shall be reimbursed in accordance with the City policy in effect upon 2009 contract ratification. Employees shall claim reimbursement only for the amount actually paid for meals while in travel status, not to exceed any maximum amounts specified below. The amount must be reasonable, taking into consideration the location in which the meal is obtained.

18.1.1 Breakfast reimbursements may be claimed if the employee leaves home before 6 am or is away from home overnight. Lunch reimbursements may be claimed if the employee is in travel status more than 35 miles away from his/her normal office or is away from home overnight. Dinner reimbursements may be claimed if the employee cannot return home until after 7 pm or is away from home overnight.

18.1.2 Reimbursement Rates:

Breakfast	\$10
Lunch	\$12
Dinner	\$20

ARTICLE 19 DISCIPLINE

191 The Employer will discipline for just cause only. Discipline will be one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

192 Written Notices

192.1 Notices of suspension, demotion and discharge will be in written form and will state the reason (s) for the action taken. Suspensions will set forth the time period for which the suspension will be effective. Demotions will state the classification to which the employee is demoted. The Union can be provided with a copy of each such notice by the employee.

193 Warning Notice Removal

193.1 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimand and/or notices.

194 Right to Representation

194.1

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. This provision does not apply to investigations of criminal conduct or to normal employee reporting requirements. Any disciplinary action or investigation will be conducted in private and in a manner that will not embarrass the employee in front of others including co-workers and the public.

195 Personnel File

195.1 Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE 20
GRIEVANCE AND ARBITRATION

20.1 Definition

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

20.1.2 Processing of Grievance

The Employer and the Union agree that the investigation and processing of grievances will be accomplished during the normal workday without a reduction in wages or less of leave time to the aggrieved or the Union Steward while consistent with employee duties and responsibilities.

20.2 Procedure

20.2.1 Grievances, as defined by Article 20.1, will be resolved in conformity with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present a written grievance to the Police Chief. The Police Chief will discuss and give an answer to such Step 1 grievance within ten (10) workdays after receipt. A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision of provisions of the Agreement allegedly violated, the remedy requested, and will be appealed

to Step 2 within ten (10) workdays after the Police Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) workdays will be considered waived.

STEP 2. If appealed, the written grievance will be presented by the Union and discussed with the Police Commission. The Police Commission will give the Union the Employer's Step 2 answer in writing within ten (10) workdays after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) workdays following the Police Commission's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days will be considered waived.

STEP 3. If appealed, the written grievance will be presented by the Union and discussed with the City Council. The City Council will give the Union the Employer's answer in writing within ten (10) workdays after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) workdays following the City Council's final answer in, Step 3. Any grievance not appealed to Step 4 by the Union within ten (10) workdays will be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the

Arbitration of Grievances" as established by the Bureau of Mediation Services.

20.3 Arbitrator's Authority.

20.3.1 Limitations

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 will consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and will have no authority to make a decision on any other issue not so submitted.

20.3.2 Fees and Expenses

The fees and expenses of the arbitrator's services and proceedings will be borne equally by the Employer and the Union, provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared.

ARTICLE 21
WAGE ADMINISTRATION

- 21.1 Currently there are 26 pay periods with identical paydays for all City employees. Paychecks are distributed on alternate Fridays. When a holiday falls on a Friday, paychecks will be made available on the Thursday before. The check received on Friday will include all wages earned up to 11:59 p.m. on the previous Saturday. The Employer reserves the right to pay on a weekly, bi-weekly, semi-monthly or monthly basis.

ARTICLE 22
SEVERANCE PAY

- 22.1 Any full-time employee who has at least twenty (20) years of employment with the City will, at the time he/she leaves City employment, be granted severance pay at the rate of one (1) hour of pay for each month of service. Such severance pay to be based at the employee's hourly rate on the last day worked and will be limited to a maximum of thirty (30) working days salary.

ARTICLE 23
RATES OF PAY

- 23.1 Employees will be compensated in accordance with the salary schedule marked "Appendix A", attached hereto and made a part of this Agreement. Salary schedules reflect a 3% COLA adjustment effective 1-1-18 and 3% 1-1-19

ARTICLE 24
SEXUAL HARASSMENT

24. The City of Dawson and the Union are committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment.

An employee who believes he or she has been harassed by a co-worker, supervisor, or agent of the City should promptly report the facts of the incident or incidents and the names of the individuals involved to the Chief of Police. The Chief of Police should immediately report any incidents of sexual harassment to the Mayor. The Mayor or his/her designee will investigate such claims and take appropriate action.

ARTICLE 25
TRAINING

- 25.1 Whereas the position of Peace Officer is a professional position which requires continuing training and education, it shall be the responsibility of the Employer to provide all training and education required by the Employer and P.O.S.T. The Officer will comply with all Employer and P.O.S.T. training requirements. Each officer shall be afforded the opportunity to attend such seminars or training courses as may pertain to the position of Peace Officer in particular and law enforcement in general. Attendance at such seminars or training courses shall be divided .13 equally among all officers as possible. Attendance must have prior approval of the Chief and will be considered as a duty day(s). Tuition, mileage, meals and other expenses incidental to attendance at such seminars and training courses shall be reimbursed to the employee by the Employer.

courses shall be reimbursed to the employee by the Employer.

Attendance at an approved seminar or training program which occurs on an attending officer's scheduled day off or during the shift immediately preceding an officer's regularly scheduled duty shift will be considered as a duty day at time and one-half (1-1/2) rates, actual travel and training time, to a maximum of twelve (12) hours per day.

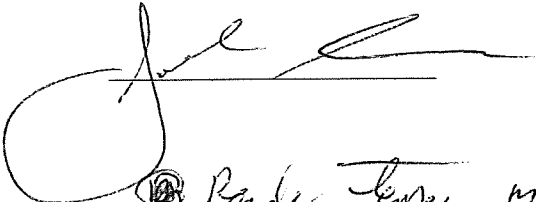
ARTICLE 26
DURATION

25.1 This Agreement will be effective retroactive to January 1, 2018 and will continue in full force and effect until December 31, 2017, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement after expiration will notify the other in writing at least sixty (60) days prior to the last day of December, 2019.

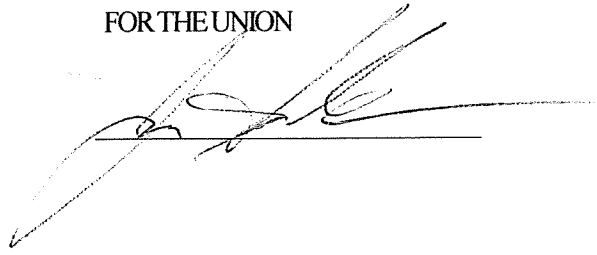
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this 9th day of September, 2017

FOR THE CITY OF DAWSON

FOR THE UNION




Randy Jensen Mayor



10-12-17
Date

10/30/17
Date

 ATTEST City Administrator

APPENDIX "A"

Reflects a 3% increase for 2018

	Patrolman - Grade 8	Asst. Chief
Steps 1-9	2018	2018
1. Start	19.89	20.32
2. After 12 months	20.76	21.22
3. After 24 months	21.55	22.01
4. After 36 months	22.42	22.91
5. After 48 months	23.24	23.74
6. After 60 months	23.67	24.17
7. After 72 months	24.26	24.79
8. After 84 months	24.85	25.42
9. After 96 months	25.50	26.07

Reflects a 3% increase for 2019

	Patrolman - Grade 8	Asst. Chief
Steps 1-9	2019	2019
1. Start	20.49	20.93
2. After 12	21.38	21.86
3. After 24 months	22.20	22.67
4. After 36 months	23.09	23.60
5. After 48 months	23.94	24.45
6. After 60 months	24.38	24.90
7. After 72 months	24.99	25.53
8. After 84 months	25.60	26.18
9. After 96 months	26.27	26.85

Differentials: Dare, Drug Task Force and Assistant to Chief

Employees shall be compensated according to this salary schedule. New hires may start out at a higher rate of pay due to prior experience. Employees shall receive their steps on their anniversary date. Employees may receive additional steps during the year due to training, education and or job performance.

DEFERRED COMPENSATION

Employer shall provide a match of up to \$75.00 per month in deferred compensation. Effective January 1, 2014 will be increased to \$80.00 per month. Effective January 1 2015 the amount will be increased to \$85.00 per month

LONGEVITY:

In order to recognize the contributions and dedication of Police Officers with many years of service to the City of Dawson, the following longevity benefit plan is hereby established.

To be eligible to receive this benefit, an employee must have ten (10) or more years of continuous full time service with the City of Dawson. The benefit shall be a percentage of the eligible employee's annual base pay for the calendar year in which the benefit is paid. The percentage to be paid is: 3% to employees having 20 or more years of continuous full-time service Longevity payments are to be included in the regular pay check.