

LABOR AGREEMENT

BETWEEN

CITY OF WINDOM

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #351)**



JANUARY 1, 2021 - DECEMBER 31, 2023

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**MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #351**

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Windom, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local #351) hereinafter called the Union.

- 1.1 It is the intent and purpose of this Agreement to:
- 1.11 Establish an equitable and orderly procedure for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.12 Place in written form the parties agreement upon the rates of pay, hours of work, and other terms and conditions of employment contained herein.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for:

All essential employees of the City of Windom Police Department, Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees.

- 2.2 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 III DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local #351.
- 3.2 UNION MEMBER A member of Law Enforcement Labor Services, Inc., Local #351
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in Article II of this Agreement.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.

- 3.6 EMPLOYER: The City of Windom.
- 3.7 DEPARTMENT: The City of Windom Police Department.
- 3.8 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #351
- 3.9 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 inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 BASE PAY RATE: The employee's pay rate exclusive of any other special allowances.
- 3.11 SENIORITY:
- a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with Article II, Recognition. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.
- b) Employer Seniority: Length of continuous service with the Employer.
- c) Bargaining Unit Seniority: Length of continuous service in all job classifications included in the unit in accordance with Article II, Recognition. Bargaining unit seniority shall reflect the length of continuous employment in all job classifications within the unit from the date the employee assumed his/her employment in any job classification included in the bargaining unit.
- 3.12 WORK SHIFT: A work period including rest breaks and a lunch break
- 3.13 REST BREAKS: Periods during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.14 LUNCH BREAK: A period during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A lunch break shall consist of a sixty (60) minute period.
- 3.15 Domestic Partner. Any two adults who meet all the following:
- (1) Are not related by blood closer than permitted under marriage laws of the state.
 - (2) Are not married
 - (3) Are jointly responsible to each other for the necessities of life.
 - (4) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.

- (5) Do not have any other domestic partner(s).
- (6) Are both at least 18 years of age.
- (7) At least one of who is employed by City of Windom.

ARTICLE IV EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it 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.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment to establish functions and Programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 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 VI UNION SECURITY

- 6.1 Upon receipt of written notice from the Union, the Employer agrees to deduct from the wages of employees who authorize such a deduction in writing an amount to equal monthly Union dues. Such monies shall be remitted to the designated officer of the Union, together with a list of the names of the employees from whose wages deductions were made. The Union shall not be entitled to collect dues which may have accrued prior to the receipt of written notice to the Employer.
- 6.2 The Union shall provide the Employer with written notice of the names of those employees who are not members of the Union but who are included in the bargaining unit in accordance with Article I); Recognition. The Employer agrees to deduct from the wages of those employees a fair share fee which shall not exceed eighty-five percent (85%) of the regular monthly dues and shall forward such monies to the designated officer of the Union.
- 6.3 Sections 6.1 and 6.2 shall remain operative only as long as it is specifically provided by law and is otherwise legal.
- 6.4 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer in writing of such notice and changes in the position of Steward and/or alternate.
- 6.5 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 this Article.

- 6.6 The Employer shall make space available on the bulletin board for posting Union notice(s) and announcement (s) with specific prior approval of the Employer.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment which conflict with this Agreement.
- 6.8 The Employer agrees to allow employees time off in accordance with applicable law for the purposes of conducting Union business and investigating grievances. Such time off must have the prior approval of the Employer-designated representative and shall be provided when time off will not interfere with service needs of the department.

ARTICLE VII EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

7.1 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.

7.2 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. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.2 of this Agreement.

7.3 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 employees 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 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 employee and the Union representative have notified and received the prior 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.

7.4 Procedure.

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following Procedure:

- Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, 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 Chief of Police's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police. The Chief of Police 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 Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the City Administrator's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 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 the 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, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 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 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 written agreement of the Employer and the Union in each step.

ARTICLE VIII SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Windom. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX DISCIPLINE

- 9.1 The Employer will discipline 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 to job classifications as are included in this labor agreement; or
 - e) Discharge.
- 9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The Union will be provided with a copy of such notice.

- 9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged for receipt by signature of the employee. The employee will receive a copy of such reprimands and notices.
- 9.4 Employees will not be questioned concerning events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 9.5 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article VII.

ARTICLE X WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the Employer. The work period shall be twenty-eight (28) consecutive days coinciding with two (2) payroll periods. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee's:
- a) Hours worked on assigned shifts
 - b) Assigned training hours; and
 - c) Authorized paid leave time
- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 10.3 A normal work shift shall consist of a consecutive work period including two (2) fifteen (15) minute rest breaks and a lunch break of sixty (60) minutes. Except in the case of emergency, the Employer-designated representative will provide twenty-one (21) days advance notice of a change in the employee's work schedule in the event the change will affect the employee's scheduled days off.
- 10.4 Work schedules which indicate the employee's shifts, work days and hours shall be established and posted by the Employer. Such schedules shall remain in effect unless changed by the Employer.
- 10.5 Employees may voluntarily switch shifts with the prior approval of the Employer-designated representative. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE XI OVERTIME

- 11.1 Regular full-time employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate of pay for hours worked in excess of the employee's scheduled shift or shifts assigned with less than twenty-one (21) days advance notice which affect the employee's scheduled days off or hours worked in excess of one hundred

sixty (160) hours in a work period. Changes of shifts with twenty-one (21) or more days of advance notice do not qualify the employee for overtime under this Article. All overtime will be authorized by the Employer in advance, except in case of emergency or as otherwise directed by the Employer- designated representative.

- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 11.5 Employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to accumulate compensatory time off in accordance with Section 11.1 at the discretion of the Employer. Accrual and use of compensatory time off shall be subject to the prior approval of the Employer and accrual shall not exceed sixty (60) hours. The Canine officer may accrue additional hours beyond the limit herein as long as the Department has a Canine; however such accrual shall not exceed one hundred (100) hours. "Employee's shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll."
- 11.6 For the purpose of computing overtime compensation, hours paid for but not worked shall be counted as hours worked.

ARTICLE XII SENIORITY

- 12.1 Seniority rosters shall be maintained by the Employer on the basis of job classification seniority, bargaining unit seniority, and Employer seniority as defined in Article III, Definitions, Section 3.11.
- 12.2 The Employer will provide the Union with an updated seniority roster on January 1st of each year which will include the job classification seniority, bargaining unit seniority, and Employer seniority for each employee.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to layoff. An employee shall be considered separated from employment in case of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

ARTICLE XIII LAYOFF AND RECALL

- 13.1 The Employer shall be the sole authority in determining which job classification(s) and

department(s) are to be affected by a layoff. Employees shall be laid off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two employees is equal, bargaining unit seniority shall prevail.

- 13.2 Employees laid off by the Employer shall retain recall rights for a period of twenty-four (24) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twenty-four (24) month recall period, the employee will be recalled to fill that position, provided that at the time of recall, the employee meets the qualifications and other conditions of employment as determined by the Employer. It shall be the employee's responsibility to keep the Employer informed of the employee's current address. The Employer shall notify employees on layoff to return to work within two (2) weeks of receipt of notification to be eligible for re-employment. If the Employer does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the Employer may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.
- 13.3 An employee laid off in one job classification shall have the right to displace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 13.1 provided that:
- 13.31 The employee meets the qualifications and other conditions of employment of the job classification as determined by the Employer.
- 13.32 The employee's job performance is satisfactory as determined by the Employer.
- 13.33 The employee has job-relevant qualifications which are equal to those of the employee who would be displaced as determined by the Employer; and
- 13.34 The employee has greater bargaining unit seniority than that of the employee who would be displaced.

ARTICLE XIV PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired full-time or part-time employee shall extend two thousand and eighty (2080) hours from the date of hire.
- 14.2 The probationary period for a promoted full-time employee shall extend one thousand and forty (1040) hours from the date of promotion, and the probationary period for a promoted part-time employee shall extend five hundred and twenty (520) hours from the date of promotion
- 14.3 A newly hired probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary employee in accordance with Article XVIII, Sick Leave. Earned vacation and the floating holiday may not be used until after completion of 1040 hours of the probationary period.

- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in the position previously held at the discretion of the Employer. An employee who has been promoted may elect to return to the employee's former position within thirty (30) calendar days of the promotion.
- 14.5 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:
- 14.51 As of the last date of hire into the employee's current job classification for job classification seniority;
- 14.52 As of the last date of hire into any job classification within the bargaining unit for bargaining unit seniority; and
- 14.53 As of the last date of hire for Employer seniority.
- 14.6 A newly hired employee who fails to complete the probationary period will not be paid for accrued unused sick leave or vacation.

ARTICLE XV JOB POSTING

- 15.1 When job vacancies occur within the bargaining unit or when new job classifications are created within the bargaining unit, notices of such vacancies or new classifications will be posted within the department for fourteen (14) calendar days prior to the filling of such vacancies. Interested employees shall apply in writing in accordance with procedures established by the Employer.
- 15.2 Job vacancies within the bargaining unit shall be filled whenever practicable by transfer or promotion from within. The Employer retains the right of final decision in filling the vacancy. Job vacancies may be simultaneously posted internally and announced externally.
- 15.3 To be considered for a job vacancy, an employee must:
- 15.31 Apply for the job opening in the manner specified in the job posting;
- 15.32 Meet the job-relevant qualifications and other conditions of employment of the job classification as determined by the Employer, and
- 15.33 Be performing satisfactorily in the employee's current position as determined by the Employer.
- 15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the Employer and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the Employer, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority, Employer seniority shall prevail.

15.5 An employee who is promoted or transferred shall be subject to the conditions of Article XIV, Probationary Period.

ARTICLE XVI HOLIDAYS

16.1 Regular full-time employees who are scheduled to work on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at the straight time rate plus an additional ten (10) hours, of pay at one and one-half (1-1/2) times the employee's regular base pay rate for any portion of the work schedule which falls on the actual holiday.

These holidays are as follows:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve Day
Martin Luther King Day	Christmas Day
	Floating Day (1)

Easter Sunday will be a paid holiday only for those employees who are scheduled to work on that day. Pay will be calculated as per paragraph one (1) of Section 16.1.

16.2 Regular full-time employees who are off-duty on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at straight time.

16.3 Regular full time employees will receive one (1) ten (10) hour floating holiday as time off. The floating holiday will be scheduled with the prior approval of the Employer-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. To be eligible for the floating holiday, a newly hired employee must have completed the first 1040 hours of the probationary period. The floating holiday must be utilized within the year it accrued.

16.4 When a holiday observed by the Employer occurs during an employee's vacation period, it will not be subtracted from the employee's accrued vacation.

ARTICLE XVII VACATION

17.1 The maximum amount of vacation that can be earned/accrued, at any time, is two hundred-thirty (230) hours.

Employees reaching the maximum level of two hundred - thirty (230) hours will not earn/accrue additional vacation until their vacation balance is under two hundred thirty (230) hours.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service.

Years of Continuous Service Completed Hours of Vacation

1 year	40 hours (3.33 hours per month)
2 years	80 hours (6.67 hours per month)
4 years	96 hours (8.00 hours per month)
7 years	120 hours (10.00 hours per month)
8 years	128 hours (10.67 hours per month)
9 years	136 hours (11.33 hours per month)
10 years	144 hours (12.00 hours per month)
11 years	152 hours (12.67 hours per month)
12 years	160 hours (13.33 hours per month)
13 years	168 hours (14.00 hours per month)
14 years	176 hours (14.67 hours per month)
15 years	184 hours (15.33 hours per month)
16 years	192 hours (16.00 hours per month)
17 years	200 hours (16.67 hours per month)
20 years	216 hours (18.00 hours per month)
25 years	230 hours (19.17 hours per month)

- 17.2 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.
- 17.3 Vacation may be used as it is accrued, except as provided for in Section 17.4, but not in anticipation of accruals.
- 17.4 An employee may not take vacation until after six (6) months (1040 hours) of continuous service has been completed.
- 17.5 Employees shall submit vacation requests at least thirty (30) days prior to the date requested off, whenever possible. Vacation requests submitted with less than thirty (30) days advance notice may be granted, at the discretion of the Employer-designated representative. The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the Employer or Employer-designated representative in case of emergency. The Employer-designated representative shall respond, in writing, to requests for vacation as soon as is practicable.
- 17.6 Upon resignation, retirement, termination or other separation of service an employee who has completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation up to a maximum of eighty (80) hours. Accrued, unused vacation leave shall be calculated to the nearest hours per month at the employee's base pay rate which is in effect at the time of separation. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.

- 17.7 Employees with greater bargaining unit seniority will be given preference in scheduling vacations until April 1st of each year. After April 1st, bargaining unit seniority shall not apply and consideration shall be made on a "first come, first served basis.
- 17.8 In case of extenuating circumstances, such as staffing shortages or other reasons of business necessity, accrued vacation beyond the maximum identified in Section 17.1 may be allowed only at the sole discretion of the Employer-designated representative and subject to approval by the City Council. Under no circumstances may an employee waive vacation rights for the purpose of earning double pay. Requests shall be granted or denied on the basis of business related reasons.
- 17.9 In the event of the employee's separation from employment due to sickness, injury, or death, payment shall be made to the employee or the employee's beneficiary for accrued unused vacation.

ARTICLE XVIII SICK LEAVE

- 18.1 Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Sick leave benefits shall only accrue when an employee is on paid leave status or, in accordance with state and federal laws, or when an employee is on approved military leave. Sick leave shall not accrue during unpaid leave of absence.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. To be eligible for sick leave payment, an employee must notify the Employer-designated representative as soon as possible from the starting time of the employee's scheduled shift. This notice may be waived if the employee can conclusively establish that the employee could not reasonably have been expected to comply with this requirement due to circumstances beyond the control of the employee. The employee must keep the Employer-designated representative informed of the approximate date of the employee's return to work.
- 18.5 An employee may utilize his/her earned sick leave on the basis of a request approved by the Employer for absences necessitated by the following:
- 18.51 Inability to perform the duties of his/her position because of illness or injury;
- 18.52 Exposure to contagious disease or legal quarantine;

- 18.53 Illness of the employee's children for such reasonable periods as his/her attendance with the child may be necessary and in accordance with state and federal laws; and
- 18.54 Serious Illness or death of a member of the employee's immediate family
- 18.6 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. The term "immediate family" shall include: The employee's spouse, parent's, siblings, children, step-children, domestic partner (as specified in Article 3.5), grandparents and spouse's parents. The employee is required to provide advance notice of such leave to the Employer-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.
- 18.7 An employee shall not be eligible to use sick leave due to inability to perform the duties of his/her position because of injury incurred while working for another employer.
- 18.8 Sick leave usage will not be allowed for illness or injury resulting from misconduct on duty.
- 18.9 Sick leave usage shall be subject to approval and verification by the Employer.

ARTICLE XIX JURY DUTY

- 19.1 An employee who is required to serve as a juror will be paid the employee's regular base pay. Following completion of jury service, an employee shall present the check received for jury service to the Employer. The Employer shall allow the employee to keep any check issued by the court for mileage, fees and expenses.
- 19.2 An employee shall notify the Employer-designated representative in advance of the required reporting time for jury service.
- 19.3 An employee who is excused from jury service prior to the end of the employee's duty day shall return to work.
- 19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the Employer shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final pay check and benefits.

ARTICLE XX SEVERANCE PAY

- 20.1 A regular full-time employee who is separated from employment due to resignation after 10 years of continuous service with the City of Windom shall receive severance pay in an amount to be calculated at the employee's base pay rate upon resignation for twenty-five percent (25%) of the employee's accrued, unused sick leave.

A regular full-time employee who is separated from employment due to resignation after 20 years of continuous service with the City of Windom, or death shall receive severance pay in an amount to be calculated at the employee's base pay rate upon death or resignation for thirty-five percent (35%) of the employee's accrued, unused sick leave.

- 20.2 In the event of the death of an employee, the severance pay owed under Section 20.1 shall be paid to the employee's estate.
- 20.3 A retiring regular full-time employee may elect to apply accrued sick leave benefits to the group health insurance program (see Appendix B).

ARTICLE XXI CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full three hours. Additional call backs received within the same three-hour call back period do not qualify for additional call back pay.
- 21.3 When an employee is required to sign a complaint on the employee's off-duty time, it shall be considered a call back and will be compensated for in accordance with this Article.

ARTICLE XXII COURT TIME

- 22.1 An employee who is required by the Employer to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate.
- 22.2 An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIII MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV INSURANCE

- 24.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.
- B. The CITY will offer Plan #860 consisting of a 3375/6750 deductible for both single

and family coverage, where the CITY's annual contribution into the EMPLOYEE'S VEBA or HSA, as defined within Section 24.6 herein. If such a health plan is no longer available City and the Union agree to meet and reopen this section (Article XXIV) of the contract for renegotiation.

C. The CITY'S contribution for insurance premiums, VEBA and/or HSA will be made in monthly installments of equal payments or as close as possible.

- 24.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums and VEBA\HSA as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.
- 24.3 VEBA: On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employee; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
- 24.4 Benefits provided through the VEBA. The CITY shall provide the following welfare benefit arrangement through the VEBA Plan.

The Health Reimbursement Arrangement for Active Employees.

- 24.5 Payment of Fees. The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 24.6 City Contributions to the Health Reimbursement Arrangement for Active Employees:
- A. Contributions to the Active Employees' Health Reimbursement: The CITY will make a monthly contribution to the employee accounts under the Health Reimbursement Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of January 2021 – December 2023. Employees may annually select that this contribution go to an established VEBA Account, to a Health Savings Account (HSA) or a 50/50 split between VEBA and HSA if the employee is eligible for an HSA under federal law. Employee shall make this election annually.

\$208.33 for each qualified employee who elects single coverage under the group health plan described in 24.1B. The City's contribution to VEBA and/or HSA shall be reduced to maintain a not to exceed annual contribution by the City (premium and VEBA\HSA) of \$9,259 in 2021; \$9,799 in 2022 and \$10,383 in 2023; and

\$416.67 for each qualified employee who elects family coverage under the group health plan described in 24.1B. The City's contribution to VEBA and/or HSA shall be reduced to maintain a not to exceed annual contribution by the City (premium and VEBA\HSA) of \$22,577 in 2021; \$23,983 in 2022 and \$25,502 in 2023.

B. Grants: The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

24.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.

24.8 The City shall pay the premium for PERA Life Insurance.

24.9 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE XXV UNIFORMS

25.1 The Employer shall furnish to each new employee the uniform as required by the Employer. Initial Uniform Issue shall be as follows:

- 3 Summer Shirts
- 3 Winter Long Sleeve Shirts
- 2 Uniform Pants
- 2 Name Tags
- Collar Brass
- 2 Badges
- 1 Tie
- 1 Winter Weight Jacket
- 1 Rain Jacket
- 1 Winter Hat
- 1 Summer Cap
- 1 Pair of Search Gloves
- 1 Pair of Boots
- 1 Inner Belt
- 1 Duty Belt
- 4 Belt Keepers
- 1 Holster for handgun
- 1 Handcuff and holder
- 1 Key Holder
- 1 Magazine Holster
- 1 Radio and Holder
- 1 Taser and Holster
- 1 Taser Cartridge Holder
- 1 Latex Glove Holder
- Business Cards
- 1 Bullet Resistant Vest
- 2 Turtle Neck Winter Undershirts
- Dept. ID Card

- 25.2 The Employer will provide each full-time employee with an annual uniform allowance of \$715.75 for 2021, \$731.85 for 2022 and \$748.32 for 2023. The uniform allowance will be paid to eligible officers as defined herein. Eligible officers are those that have completed their first year of employment with the City of Windom. The uniform allowance will be paid at a rate of 50% in July and 50% in December of each calendar year. An officer must be an active employee of the City of Windom the month of the uniform allowance disbursements. Employees shall have the option to turn in receipts for reimbursement (in lieu of uniform payments) at the same times as the uniform payouts outlined herein.
- 25.3 The City will provide a duty weapon for each officer. The weapon will remain the property of the City. The Police Chief will meet and confer with the officers in the selection of the weapon model and caliber. The City of Windom or its designated representative will have final authority approving purchase.

ARTICLE XXVI STANDBY PAY

An employee who is scheduled to standby during the employee's scheduled off-duty time shall be compensated at the rate of two dollars and fifty cents (\$2.50) for each hour served on standby status.

ARTICLE XXVII TRAINING AND EXPENSES

- 27.1 Time assigned to training which is required and authorized by the Employer will be compensated for in accordance with Appendix A, Wage Schedule, Article XI, Overtime, where applicable and prevailing laws.
- 27.2 At the discretion of the Employer, compensation for training assigned during an employee's scheduled off-duty time shall be provided for either in pay or compensatory time off at the applicable rate.
- 27.3 Expenses incurred by the employee for training assigned by the Employer shall be reviewed by the Employer-designated representative. Reasonable expenses as determined by the Employer shall be reimbursed.
- 27.4 Mileage reimbursement for Employer business use of an employee's vehicle shall be made in accordance with the rate currently established by the Internal Revenue Service (IRS). Such rate will become effective as of the date on which the Employer receives notice of the established rate.

ARTICLE XXVIII WORKERS COMPENSATION SUPPLEMENT

- 28.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers Compensation benefits may receive a supplement to the Workers Compensation benefits as follows:
- 28.11 The Employer will pay the difference between the employee's regular pay and Worker's Compensation insurance payments for a period of up to sixty (60) calendar days per injury, without deductions to employee's vacation or sick leave. The difference in pay will be paid by the City for an initial period of thirty (30) days, the next thirty (30) days may be covered through the use of sick leave or vacation (employee's option) and the City shall cover the last thirty (30)

days of payment of difference between the employee's regular pay and Worker's Compensation insurance payments.

- 28.12 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off shall be the difference between the Workers Compensation benefit and compensation for the employee's normal work day or work week.
- 28.13 Under no circumstances shall an employee who receives Workers Compensation benefits and the supplement noted in Sections 28.11 and 28.12 receive compensation which is in excess of the employee's normal work day or normal work week.
- 28.2 An employee may receive the supplement noted in Sections 28.11 and 28.12 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off until such leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers Compensation benefits.

ARTICLE XXIX LIABILITY INSURANCE

The Employer will continue to provide and pay for liability insurance and to indemnify employees in accordance with the statutory provisions of M.S. 466.07.

ARTICLE XXX UNPAID LEAVE OF ABSENCE

- 30.1 An employee may request an unpaid leave of absence not to exceed one (1) year by submitting such request in writing to the Employer-designated representative and simultaneously to the City Council. The request must state the length of the proposed leave, the reason therefore, and the requested starting date of the leave.
- 30.2 The City Council may, at its sole discretion, approve or deny the request and will provide a written response to the employee as soon as is practicable.
- 30.3 During an unpaid leave of absence, seniority shall not accrue.

ARTICLE XXXI FIELD TRAINING OFFICER STIPEND

The Employer shall pay a five hundred dollar (\$500) stipend to an primarily assigned Field Training Officer (FTO) for each trainee that successfully completes field training. Determination of successful completion of training shall be at the sole discretion of the Police Chief upon which a written notice will be provided to the FTO and City Administrator. The Employer shall then make the stipend payment to the FTO in the next applicable regular payroll distribution. The FTO stipend shall be paid only once per trainee (e.g. if more than one officer participates as the FTO the stipend is paid to only the assigned FTO).

ARTICLE XXXII WAIVER

- 32.1 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.
- 32.2 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 Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXXIII DURATION

- 33.1 This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2023.
- 33.2 If the City of Windom's Local Government Aid (LGA) distribution from the State of Minnesota is reduced by ten percent (10%) or more from the 2021 Certified amount (as of October 15, 2020) at any time over the duration of this agreement the Employer may at its sole discretion have the option to re-open Article XXIV (INSURANCE) and/or APPENDIX A (WAGE RATES FOR POLICE OFFICERS).

In witness whereof, the parties hereto have executed this Agreement on this 2nd day of December, 2020

FOR THE CITY OF WINDOM:

Wendy Jones
Mayor

[Signature]
City Administrator

LAW ENFORCEMENT LABOR SERVICES, INC.

Yanis Korall
Steward

Dana Wallace
Steward

[Signature]
Business Agent

APPENDIX A

WAGE RATES FOR POLICE OFFICERS

The wage schedule shall be as follows:

Years of Continuous Service	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023
Beginning 1 st year	24.01	24.55	25.10
Beginning 2 nd year	24.57	25.12	25.69
Beginning 3 rd year	25.05	25.61	26.19
Beginning 4 th year	25.59	26.17	26.76
Beginning 5 th year	26.12	26.71	27.31
Beginning 6 th year	26.67	27.27	27.88
Beginning 7 th year	27.28	27.89	28.52
Beginning 8 th year	27.83	28.46	29.10
Beginning 9 th year	28.41	29.05	29.70
Beginning 10 th year	29.01	29.66	30.33
Beginning 11 th year	29.68	30.35	31.03
Beginning 12 th year	30.87	31.56	32.27

The preceding wage schedules shall not constrain the Employer from hiring an employee at any step in the schedule.

Progression through the wage schedule on the employee's anniversary date shall require satisfactory performance as determined by the Employer, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the Employer.

APPENDIX B

RETIRING CITY EMPLOYEE ELECTION TO APPLY ACCRUED SICK LEAVE BENEFITS TO GROUP HEALTH INSURANCE PROGRAM

WHEREAS, the undersigned, an employee of the City of Windom ("Employer") is contemplating retirement from the Employer, and

WHEREAS, the undersigned has accrued sick leave benefits, which sums are currently held in an account maintained by the Employer, and pursuant to the current labor contract between the Employer and its employees, said accrued sick leave benefits will vest to the undersigned upon his/her retirement from the Employer; and

WHEREAS, the current labor contract with the Employer also provides that retired employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws which the employee would pay for. Further, a retiring employee may elect, irrevocably, prior to sixty (60) days of his/her actual retirement date, to apply some or all of the sick leave benefits, on a pre-taxed basis, to a maximum of fifty percent (50%) (instead of 35%), of the maximum of 1000 hours referred to in the employment contract toward payment of the monthly premiums of such health insurance program.

NOW THEREFORE, the undersigned does hereby agree as follows:

1. The undersigned irrevocably elects to apply 50% (valued as of the date of retirement from the Employer) of his/her accrued sick leave benefits toward payment of monthly premiums of the undersigned's group health insurance as provided by Employer. The premium payments may also apply for coverage of the undersigned's family members or other qualified persons, as provided in the labor contract and the group health insurance plan.

The undersigned understands that upon his/her retirement date, the amount of his/her accrued sick leave benefits will be calculated based upon a maximum of 50% of the maximum of 1000 hours referenced in the employment contract, and the percentage elected above will then be applied to that amount, thereby representing the designated amount to be held by the Employer for payment of the aforementioned premiums. Premiums will then be paid out of the account and applied for coverage until fully depleted. The account will not bear interest. The undersigned may request a written statement of current balance of the account, but not more than twice per annual period.

2. Employer is instructed to and agrees to maintain the designated amount of the undersigned's accrued sick leave benefits in an escrow account of Employer's choosing. Employer may not release any of these designated funds to the undersigned, his/her heirs, successors or assigns.
3. This election is irrevocable to the undersigned employee, his/her heirs, successors or assigns.

4. Once this election is made, the undersigned, his/her heirs, successors or assigns understand that they shall forfeit any right to the cash payment or other use of the designated amount of the benefits retained by the Employer, except for the purpose of the Employer applying said benefits toward the health insurance coverage mentioned herein. Should the undersigned, his/her heirs, successors or assigns, and any other qualified group health program recipient associated with the undersigned either terminate their participation in the group health program for any reason, whether by voluntary termination, death or otherwise, the Employer shall be entitled to any remaining funds in the escrow account.

5. The undersigned agrees that he/she is solely responsible for any and all liability created under the federal and state income tax laws attributable to the retirement of his/her accrued sick leave benefits and the election made herein. The undersigned agrees to indemnify and hold the Employer harmless for any such liability or obligations, if any. Further, the undersigned agrees that the Employer makes no representations concerning the tax treatment of accrued sick leave payments and the election made herein, and the undersigned has not relief upon any such representation. The undersigned agrees that he/she has had the opportunity, if so desired, to consult with an attorney or tax advisor prior to making this election.

DATED: _____

EMPLOYEE

(Signature)

(Social Security Number)

(Address)

DATED: _____

EMPLOYER - CITY OF WINDOM

By _____

Its _____

APPENDIX C

Investigator Position

1. Position will be an assignment by the City of Windom. Officer to be selected by the City at its sole discretion.
2. Compensation for officer assigned to this investigator position will be five percent (5%) above the officer's current pay at whatever step the assigned officer is at on the LELS pay scale shown herein.
3. If Investigator assigned to this position chooses to rotate out of the position at any time the officer shall notify the Police Chief in writing. Said officer shall be returned to a Patrol Officer classification. If a change is made, either by the member or Police Chief to switch back to patrol, the member holding the Investigator position will fill the shift of the member they are changing positions with until the next bidding process for shifts occurs.
4. Covering Patrol Shifts – The investigator shall be required to cover patrol shifts as directed by the Police Chief or Assistant Chief. Investigator shall receive compensation as defined in #2 if covering a patrol officer shift.
5. Absence of investigator (vacation, sick leave, etc.) - If City assigns another officer to fill for investigator in excess of 5 (five) shift rotations the assigned officer shall receive compensation as shown in #4 above.

APPENDIX D

Memorandum of Understanding – School Resource Officer

1. Employer agrees to meet and confer with Union regarding the School Resource Officer position upon the conclusion of the current Agreement between the City of Windom and Independent School District #177 (dated October 15, 2019).

APPENDIX E

K-9 Officer

1. The K-9 Officer will be credited with one-half hour (1/2) per day for each day the K-9 Officer performs K-9 care.
2. The time credited for K-9 care will be credited as compensatory time ("Comp Time Off"). Any K-9 care time that would result in or does exceed the Labor Agreement compensatory time accrual limit in 11.5 of the Labor Agreement of 100 hours, will be credited as paid time off ("K-9 Paid Time Off").
3. Comp Time Off is subject to 11.5 of the Labor Agreement.
4. K-9 Paid Time Off must be used in increments of ten (10) hours. At least ten (10) hours must be used each month. No more than two ten (10) hour shifts of this time off may be used in a calendar month. The Bargaining Unit Employee may use such time in advance of earning it to the extent approved by Employer.
5. If the Employer discontinues the K-9 Officer assignment, any accrued unused K-9 Paid Time Off remaining will be cashed out to the K-9 Officer. At the end of each calendar year, any accrued unused K-9 Paid Time Off will be cashed out to the K-9 Officer.
6. Canine Food, Care, Kennel and Insurance --
 - The Employer shall provide all food for the canine as determined and approved by the Police Chief or Assistant Police Chief.
 - Medical care of the canine (i.e, vitamins, medication, check-ups, vaccinations, prescriptions and any other items deemed necessary by a veterinarian) will be paid for by Employer as approved by the Police Chief or Assistant Police Chief.
 - The K-9 Officer must notify their supervisory whenever the canine is placed in a kennel prior to the canine being placed in a kennel. All kennel fees will be paid for by Employer as approved by the Police Chief or Assistant Police Chief.
 - The Employer will provide insurance coverage for the canine.