

AGREEMENT

BETWEEN

CITY OF COON RAPIDS

AND

LAW ENFORCEMENT LABOR SERVICES, INC.



*COON RAPIDS POLICE SERGEANTS
(LOCAL #362)*

JANUARY 1, 2012 THROUGH DECEMBER 31, 2013

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**LABOR AGREEMENT BETWEEN THE
CITY OF COON RAPIDS
AND
LAW ENFORCEMENT LABOR SERVICES
LOCAL #362**

This Agreement is entered into between the City of Coon Rapids, hereinafter called the “Employer,” and Law Enforcement Labor Services Inc., Coon Rapids Police Department Sergeants (Local #362) hereinafter called the “Union.”

**ARTICLE 1
PURPOSE**

- 1.1 It is the intent and purpose of this Agreement to:
- A. Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
 - B. Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2
RECOGNITION**

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for the bargaining unit certified on September 3, 2010, BMS Case No. 11-PCE-0072 and described as:

All essential licensed employees in the classification of Sergeant employed by the Coon Rapids Police Department, Coon Rapids, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory, and all other 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 3
DEFINITIONS**

- 3.1 Union: Law Enforcement Labor Services, Inc., Local #362.

- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local #362.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Coon Rapids Police Department.
- 3.5 Employer: The City of Coon Rapids.
- 3.6 Chief: The Chief of the Coon Rapids Police Department.
- 3.7 Union Officer: Officer elected or appointed by the Union.
- 3.8 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.
- 3.9 Rest Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, 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 of the rights, privileges, or obligations of employment.
- 3.12 Sergeants Overtime Rate: The overtime rate is calculated at time and a half on the Sergeants Premium Rate and longevity pay.

ARTICLE 4 **EMPLOYER SECURITY**

- 4.1 The Union and its members agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 **EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, 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 to 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 6 **UNION SECURITY**

- 6.1 The Employer shall deduct the wages of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and changes in the position of steward.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 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.

ARTICLE 7 **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 Section 6.2 of the 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 Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the Employer and the Union Representative

have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 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 21 calendar days after such alleged violation has occurred, present the grievance to the Captain or such other representative previously designated by the City as its Step 1 grievance representative. The Captain or such other representative previously designated by the City as its Step 1 grievance representative will discuss and give an answer to such Step 1 grievance within 10 calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within 10 calendar days after the Captain or such other representative previously designated by the City as its Step 1 grievance representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 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 or such other representative previously designated by the City as its Step 2 grievance representative. The Chief of Police or such other representative previously designated by the City as its Step 2 grievance representative shall give the Union the Employer's Step 2 answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 10 calendar days following the Chief of Police or such other representative previously designated by the City as its Step 2 grievance representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within 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 Manager. The City Manager shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within 10 calendar days following the City Manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

If the grievance is not resolved at Step 3 of the grievance procedure, by mutual consent, the parties may submit the matter to mediation with the Bureau of Mediation Services. This step will not limit the time requirement for the Union to appeal the City's denial of a grievance at Step 3 to Step 4 except by mutual agreement.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration, subject to the provisions of the Public Employment Labor

Relations Act of 1971, as amended by notifying the Commissioner of the Bureau of Mediation Services in writing within the time for appeal noted above that the matter is being submitted to arbitration. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the State of Minnesota Bureau of Mediation Services. A grievance must be scheduled for arbitration within three (3) months of the date that the parties receive the list of arbitrators from the Bureau of Mediation Services or it will be considered "waived."

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 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 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decisions 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 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 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.

7.7 Choice of Remedy. If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. If appealed to any procedure other than

Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved Employee shall indicate in writing which procedure is to be utilized--Step 4 of Article 7 or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 **SAVINGS CLAUSE**

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Coon Rapids. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions 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 9 **SENIORITY**

- 9.1 Seniority shall be determined by the Employee's length of continuous full-time employment with the Police Department and posted in an appropriate location.
- 9.2 During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer.
- 9.3 During the probationary period, a promoted or reassigned Employee may be replaced in their previous position at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from a layoff on the basis of seniority. An Employee on a layoff shall have an opportunity to return to work within two years after layoff and before any new Employee is hired.
- 9.5 Senior Employees will be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of Employees are equal.

ARTICLE 10
DISCIPLINE

- 10.1 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, or (e) discharge.
- 10.2 Suspension, demotions, and discharges shall be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. Employees and the Union shall receive a copy of such reprimands or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges shall be preceded by a five-day suspension without pay.
- 10.6 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.
- 10.7 Grievances relating to suspensions, demotions, or discharges pursuant to the terms of this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

ARTICLE 11
WORK SCHEDULES

- 11.1 The normal work year is 2,080 hours to be accounted for by each Employee through hours worked on assigned shifts, holidays, and authorized leave time.
- 11.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts; provided, that if the City adopts a schedule with 10-hour shifts, vacation and sick leave pay shall be calculated on the basis of an eight-hour day.
- 11.3 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.

ARTICLE 12
OVERTIME

- 12.1 In accordance with Section 3.12, overtime for Sergeants is calculated on the premium rate and longevity pay for hours worked in excess of a regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest 15 minutes.
- 12.4 Employees have the obligation to work overtime or call-backs if requested by the Employer unless unusual circumstances prevent the Employee from working.

ARTICLE 13
TRAINING

- 13.1 For each training session assigned by the Employer within the Fair Labor Standards Act (FLSA) cycle maximum, the Employee shall receive his or her regular rate of compensation or compensatory time off at the same rate. Training time assigned by the Employer, which falls outside of the Fair Labor Standards Act (FLSA) cycle maximum, shall be compensated at one and one-half times the Employee's regular rate of compensation or compensatory hours at the same rate.
- 13.2 If an Employee desires to participate in a training course for which he or she is not assigned, the off-duty officer may do so only with prior approval of the Chief's designee and shall be compensated only on a straight-time basis for the time actually spent in the course.
- 13.3 If an Employee fails to qualify during the regularly scheduled firearms training sessions, he or she will be expected to qualify on his/her own time at a date and time to be specified by the Chief or the Chief's designee.

ARTICLE 14
COURT TIME

- 14.1 An Employee who has been notified to appear in court during his/her scheduled time off, and the required court appearance is cancelled less than 24 hours before the scheduled appearance, shall be paid three hours at the Sergeants Premium Rate of pay or three hours compensatory time. An Employee who is required to appear in court during his/her scheduled off duty time shall be paid a minimum of three hours at the Sergeants overtime rate or receive compensatory time off at a time and a half. An extension or early report to

a regularly scheduled shift for court appearance does not qualify the Employee for the three-hour minimum.

ARTICLE 15
CALL-BACK TIME

- 15.1 An Employee who is called to duty during his or her scheduled off duty time shall be compensated a minimum of two hours at the Sergeants overtime rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum.

ARTICLE 16
WORKING OUT OF CLASSIFICATION

- 16.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17
INSURANCE

- 17.1 All eligible Employees shall be offered participation in the Employer's group insurance programs on the same basis as offered to the majority of other employees of the City. An eligible Employee is defined as an individual who would be covered under the insurance coverage provisions of the City's personnel policies. The Employer will make available and contribute toward group insurance on the same basis as the program in effect for a majority of the other active employees of the City.
- 17.2 Employees covered by this agreement shall be eligible to participate in the pretax health benefits cafeteria plan available to non-organized employees of the City which allows designation of some compensation for use to cover certain health expenses pursuant to the provisions of the plan and applicable tax code provisions.
- 17.3 Employees hired before March 1, 2007, who meet the following eligibility conditions and requirements, may participate in the essential retiree insurance program:
- A. The program shall be available only to essential Employees hired before March 1, 2007, who retire from City employment with at least 20 years of service as an essential Employee with the City.
 - B. Eligibility for the City contribution to the program shall commence on the later of the Employee's retirement or 55th birthday and will cease at the earlier of the Employee's death or 65th birthday.

- C. Any Employee who retires with twenty or more years of service but before reaching age 55 must maintain coverage with the group, unless the Employee is ineligible for coverage because of residency, at his/her own expense in order to remain eligible for the City contribution at age 55.
- D. The Employer's contribution toward this program shall be equal to the amount of the Employer's contribution toward the premium of single health insurance under the group plan or plans available to active Employees.
- E. For purposes of this program, the term "essential employee" means an Employee holding a position eligible to be covered and in fact covered by the Public Employees Police and Fire retirement fund, as defined in M.S. 353.64.
- F. The City contribution for retirees will be toward health insurance coverage under any available City group plan. In the event that an eligible retiree subsequently becomes ineligible for coverage under any available City group plan because of residency, the City will pay an amount up to the highest basic single group insurance premium that is paid by the City for active employees provided the retiree provides proof of coverage under a different health insurance policy. This City contribution will be paid to the applicable insurer.

ARTICLE 18
UNIFORMS

- 18.1 Employees shall be reimbursed for maintenance and replacement of uniforms in the amount of \$810 in 2012 and 2013. Payment of this amount shall be made in conjunction with the second pay period in the month of January of each year.
- 18.2 Uniform allowance is paid in advance. Any Employee leaving employment prior to the end of the year for which a clothing allowance was paid, shall reimburse the Employer for the unused portion of the allowance with the allowance to be prorated on a monthly basis. The reimbursement payable shall be deducted from the Employee's last check or from his/her severance pay.

ARTICLE 19
HOLIDAYS

- 19.1 Each Employee is entitled to 12 paid holidays annually. Each Employee may exercise the option to sell any or all holidays to the Employer. It is also agreed that the members of this Union will commit to the use of holidays or cashing in holidays during the month of January or the month of December at the option of the Employee, and that payment will be made in January or December in accord with the request date. No holiday may be carried forward into the next year. If holidays are sold back under a 10-hour shift plan, the holiday pay shall be based on 10 hours.
- 19.2 Each Employee who is ordered to work on the following holidays shall receive compensation for such hours at the rate of time and one-half for each hour worked:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4	Christmas Day
Labor Day	New Year's Eve Day

ARTICLE 20
VACATIONS

- | | | |
|------|---|---------|
| 20.1 | 1 through 5 years | 10 days |
| | 6 through 10 years | 15 days |
| | During 11 th year | 16 days |
| | During 12 th year | 17 days |
| | During 13 th year | 18 days |
| | During 14 th year | 19 days |
| | During 15 th – 20 th year | 20 days |
| | During 21 st year | 21 days |
| | During 22 nd year | 22 days |
| | During 23 rd year | 23 days |
| | During 24 th year | 24 days |
| | During 25 th and subsequent years | 25 days |
- 20.2 As a vacation bonus to induce use of vacation during winter months, the parties have agreed that vacation taken by members of this Union during the winter months (November – March) shall be charged at the rate of nine hours per 10 hours used.
- 20.3 One continuous vacation period shall be selected on the basis of seniority until February 1 each calendar year.

ARTICLE 21
SICK LEAVE

- 21.1 Sick leave shall be granted to all full-time Employees at the rate of one working day for each calendar month of full-time service or major fraction thereof. However, probationary Employees may be allowed the use of eight hours of sick leave to attend funerals of immediate family members, which will be deducted from their accrual or final pay if terminated with a deficit in their sick leave account.
- 21.2 Sick leave shall be computed on a calendar year basis and may be accumulated up to a maximum of 960 hours, provided that when an Employee reaches the 960-hour maximum accrual, the Employee may continue to accrue one day a month sick leave to be banked and used for illness. Employees hired after January 1, 2003, accrue sick leave into a separate sick leave bank after the first 960 hours have accumulated. Employees hired before January 1, 2003, maintain one sick leave bank and will not be required to exhaust the initial 960 hour sick leave accrual. One-half of all accrued sick leave will be paid at the Employee's current hourly rate, not to exceed 480 hours, upon the death or severance of a Union member under honorable conditions, provided the Union member has a minimum of three years of employment with the Employer.
- 21.3 An Employee who is absent from work due to illness for more than one day may be required to present a doctor's certificate of the Employee's illness and recovery, if the Employee is suspected of misusing the sick leave privilege. The City will reimburse the Employee for any out of pocket medical expense (limited to in-network physicians) associated with the City required office visit or may require the Employee to see a City-designated physician. This reimbursement requirement does not apply to office visits associated with obtaining FMLA certification, workers' compensation matters, or Employee initiated to document work restrictions.

ARTICLE 22
INJURY ON DUTY

- 22.1 An Employee injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed the Employee's regular pay by the Employer for 90 work days. The Employer will pay the difference between the Sergeant's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an Employee may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the Employee to provide a doctor's certificate stating that the Employee is capable of returning to work, either in a limited duty capacity or to resume Employee's normal duties.

ARTICLE 23
COMPUTATION OF SERVICE TIME

- 23.1 In computing service time for vacation purposes, the following formula will prevail:
- A. When the entrance date of employment with the Employer is on January 1 or after and prior to October 1 of any year, Employees will be deemed to have completed one year of service at 11:59 p.m. on December 31 of such year.
 - B. When the entrance date of employment with the Employer is on October 1 or after and prior to December 31 at 11:59 p.m. of any year, Employees will be deemed to have completed one year's service on December 31 at 11:59 p.m. following the Employer's first anniversary of employment with the Employer.
- 23.2 The anniversary date of employment will be used for computing time in service for pay increments.

ARTICLE 24
WAGES AND LONGEVITY

- 24.1 Sergeants shall be paid on the following schedule:

<u>Month/Year</u>	<u>Base Rate*</u>	<u>Premium Rate**</u>	<u>Annual***</u>
January 1, 2012	\$33.271/hour	\$40.590/hour	\$84,427.38
July 1, 2012	\$33.603/hour	\$40.996/hour	\$85,271.65
January 1, 2013	\$33.939/hour	\$41.406/hour	\$86,124.37
July 1, 2013	\$34.448/hour	\$42.027/hour	\$87,416.23

For 2012 and 2013 the Sergeants compensation will be 22 percent above the top patrol hourly rate.

*The base rate is the top patrol hourly rate.

**The premium rate for Sergeant is the base hourly rate multiplied by 22%.

***Sergeants premium rate times 2080 hours, rounded to nearest dollar.

- 24.2 Employees shall be entitled to longevity pay as follows:
- A. After 8 years of continuous employment—5% of the base rate per month.
 - B. After 12 years of continuous employment—7% of the base rate per month.
 - C. After 16 years of continuous employment—9% of the base rate per month.

ARTICLE 25
WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with provisions of this Agreement, are hereby superseded.
- 25.2 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 by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 26
DURATION

- 26.1 This Agreement will be effective as of January 1, 2012, and will remain in full force and effect until December 31, 2013. In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2011.

LAW ENFORCEMENT LABOR
SERVICES, INC.

CITY OF COON RAPIDS

Len McFarland, Business Agent

Tim Howe, Mayor

Tom Hawley, Steward

Matthew S. Fulton, City Manager

John Stahnke, Steward

APPENDIX A

**Memorandum of Agreement
Between the City of Coon Rapids
And
Law Enforcement Labor Services, Inc.
Local #362 (Police Sergeants)
2012-2013 Collective Bargaining Agreement
(On Call for Court)**

The parties agree to recognize and continue for the duration of this 2012-2013 collective bargaining agreement the existing practice whereby Sergeants who are required to be on stand by for court are compensated at the rate of one hour's pay or compensatory time off for each hour on standby.

For the City of Coon Rapids:

For the Union:

City Manager

Business Agent

Date:

Date:

APPENDIX B

**Memorandum of Agreement
Between the City of Coon Rapids
And
Law Enforcement Labor Services, Inc.
Local #362 (Police Sergeants)
2012-2013 Collective Bargaining Agreement
(Wellness Program)**

The parties agree that the members of this bargaining unit will participate in the City's wellness program on the same basis as the City's nonunion program as negotiated in 2010. In exchange for participation in the City's wellness program, the Sick Leave Incentive program (referenced as Article 21.4 of the 2010-2011 Sergeants Labor Agreement) ceased for Sergeants on December 31, 2011.

In the event that the City's wellness program incentives change in value from the 2011 program, the parties may renegotiate this issue. Both parties agree it is reasonable the City will modify biometric screening categories and thresholds from time to time to better meet City wellness programming goals and that such modifications will not be considered a change in value that would require renegotiation.

For the City of Coon Rapids:

For the Union:

City Manager

Business Agent

Date: _____

Date: _____