

LABOR AGREEMENT

between

THE UNIVERSITY OF MINNESOTA

and

LAW ENFORCEMENT LABOR SERVICES, INC.

Effective

January 1, 2020 through December 31, 2022

## Table of Contents

ARTICLE 1 PURPOSE OF AGREEMENT .....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 DEFINITIONS .....	1
ARTICLE 4 EMPLOYER SECURITY .....	2
ARTICLE 5 EMPLOYER AUTHORITY .....	2
ARTICLE 6 NON-DISCRIMINATION .....	2
ARTICLE 7 UNION SECURITY .....	3
ARTICLE 8 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.....	3
ARTICLE 9 SAVINGS CLAUSE .....	5
ARTICLE 10 SENIORITY .....	6
ARTICLE 11 DISCIPLINE .....	7
ARTICLE 12 PROBATIONARY PERIOD .....	7
ARTICLE 13 CONSTITUTIONAL PROTECTION .....	7
ARTICLE 14 OVERTIME .....	8
ARTICLE 15 COURT TIME AND CALL BACK TIME.....	9
ARTICLE 16 STAND-BY TIME .....	9
ARTICLE 17 VACATION AND SICK LEAVE.....	9
ARTICLE 18 LEAVE FOR DEATH IN FAMILY.....	12
ARTICLE 19 LEAVES OF ABSENCE .....	12
ARTICLE 20 REINSTATEMENT .....	13
ARTICLE 21 HOLIDAYS .....	14
ARTICLE 22 JOB POSTINGS .....	15
ARTICLE 23 CLASSIFICATION .....	15
ARTICLE 24 TEMPORARY ASSIGNMENTS .....	16
ARTICLE 25 LEGAL SERVICES.....	16
ARTICLE 26 INJURY ON DUTY .....	17

<b>ARTICLE 27 CLOTHING ALLOWANCE AND MAINTENANCE .....</b>	<b>17</b>
<b>ARTICLE 28 SALARIES .....</b>	<b>18</b>
<b>ARTICLE 29 PREMIUM PAY .....</b>	<b>19</b>
<b>ARTICLE 30 LONGEVITY.....</b>	<b>20</b>
<b>ARTICLE 31 INSURANCE - HEALTH AND WELFARE.....</b>	<b>21</b>
<b>ARTICLE 32 TRAVEL BENEFITS .....</b>	<b>21</b>
<b>ARTICLE 33 TRAINING .....</b>	<b>21</b>
<b>ARTICLE 34 EMERGENCY CLOSING.....</b>	<b>21</b>
<b>ARTICLE 35 WORK SCHEDULING .....</b>	<b>21</b>
<b>ARTICLE 36 DURATION .....</b>	<b>22</b>
<b>MOU RE: INTERPRETATION OF ARTICLE 29.4 (FOR TWIN CITIES CAMPUS ONLY) .....</b>	<b>23</b>
<b>MOU RE: THE USE OF THE 12-HOUR SHIFT IN DULUTH .....</b>	<b>24</b>
<b>MOU RE: POST RETIREMENT HEALTH CARE SAVINGS PLAN.....</b>	<b>26</b>
<b>MOU RE: PHYSICAL FITNESS.....</b>	<b>27</b>
<b>MOU RE: JOB OPENINGS.....</b>	<b>28</b>
<b>MOU RE: UMD VACATION PICKS.....</b>	<b>29</b>

## ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2020, between the University of Minnesota, hereinafter called the EMPLOYER, and the Law Enforcement Labor Services, Inc., hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes, concerning the Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality police service and protection to the University of Minnesota. Both parties recognize this Agreement as a pledge of this dedication.

The parties further recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Regents of the University of Minnesota, by Statutes of the State of Minnesota.

The parties agree that this contract shall supersede the University of Minnesota Civil Service Rules. If not covered by contract, civil service rules will prevail.

## ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees paid from University administered funds in the law enforcement classifications of Police Officer and Sergeant, whose employment service exceeds fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than 67 work days per year.
- 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.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 DEPARTMENTS: Separately budgeted Police Departments on the Twin Cities, Duluth and Morris Campuses.
- 3.5 EMPLOYER: The University of Minnesota.
- 3.6 CHIEF: The Chief of Police on Twin Cities campus or the administrative heads (as determined by the Employer) of the Police Departments on the coordinate campuses.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc.
- 3.8 UNION REPRESENTATIVE: Business Agents of Law Enforcement Labor Services, Inc. or employees in the bargaining unit that have been designated by the Union as its grievance representative.
- 3.9 OFFICIAL BULLETIN BOARD: The bulletin boards designated as official by the University Office of Human Resources.
- 3.10 JOB OR POSITION: The duties and responsibilities that constitute a classification in the bargaining unit.

#### ARTICLE 4 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 5 EMPLOYER AUTHORITY

- 5.1 The Employer retains the sole 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 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 6 NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap, with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

## ARTICLE 7 UNION SECURITY

- 7.1 The Employer shall deduct from 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.
- 7.2 The Employer shall prepare a letter to be given to each new employee. Said letter shall describe the employee's rights, under the Public Employment Labor Relations Act, specifically the employee's responsibility, concerning "fair-share" as defined in Minnesota State Statutes 179A.06, Sub. 3.
- 7.3 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate.
- 7.4 Stewards shall be permitted reasonable time to perform and discharge the duties which are properly assigned to them under the terms of this Agreement. The steward shall be permitted reasonable time to process grievances on the University property without loss of time or pay during regular working hours, in accordance with Article 8.3, of this Agreement.
- 7.5 Identified Business Agent of the union shall have the right to enter the facilities of the Employer, so long as said visits do not interfere with the job duties and responsibilities of an employee.
- 7.6 The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) and announcements(s).
- 7.7 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 8 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

### 8.1 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.

### 8.2 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 the 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 Article 7.3 of this Agreement.

### 8.3 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 employees' duties and responsibilities. The aggrieved employee and/or steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and/or the steward have notified and received 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.

### 8.4 Procedure

Grievances, as defined by Section 8.1, shall be resolved solely in conformance with the following procedure:

Step 1. An employee claiming a violation, concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, or within seven (7) calendar days in grievances involving suspension or discharge, present such grievance to the immediate supervisor 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 and the remedy requested. The immediate supervisor 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 appealed to Step 2 within ten (10) calendar days after the immediate supervisor'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. To initiate a Step 2 formal resolution, in accordance with the above time limits, the grievant and/or Union Business Agent must submit to the appropriate Personnel Department staff member the grievance in writing, citing the Article(s) allegedly violated and specifying the desired relief. The written grievance shall be presented at a meeting by the Union to the Department Head and/or their designee. The Department Head shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 hearing. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Department Head'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. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public

Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

#### 8.5 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 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.

#### 8.6 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 9 SAVINGS CLAUSE

This agreement is subject to the laws of the United States and the State of Minnesota. 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.



## ARTICLE 10 SENIORITY

- 10.1 Total seniority shall be the length of continuous employment with the Employer and shall be used solely for the purposes of determining vacation and sick leave accrual.
- 10.2 Departmental seniority shall be the continuous length of time in a particular classification and in all higher classifications within the bargaining unit.
- 10.3 The Chief of Police shall post a departmental seniority list every six (6) months.
- 10.4 A reduction of work force will be accomplished on the basis of departmental seniority.
- 10.5 An employee being laid off retains departmental seniority in each of the bargaining unit classes in which they had worked. They may choose demotion instead of layoff if a lower level vacancy exists or if there are employees with less departmental seniority in a formerly held class. An employee refusing either of these options shall not be considered to have the status of a laid off employee for purposes of Article 10.6.
- 10.6 Employees shall be recalled from layoff on the basis of departmental seniority. An employee on layoff shall have an opportunity to return to work within three years of the time of their layoff before any new employee is hired, except that, any employee on layoff who is notified by certified mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the employer.
- 10.7 Vacation periods shall be selected on the basis of departmental seniority until May 15 of each calendar year. For employees on the Duluth Campus the first week of fall semester is excluded from the primary vacation period.
- 10.8 Senior qualified employees shall be given shift preference, after eighteen (18) months of continuous full-time employment. Shifts will be bid in November and again in May between the 1st and the 15th of the month on the Twin Cities Campus. Bid results shall be posted at least two weeks prior to their effective date.
- 10.9 Senior qualified employees shall be given preference with regard to job classification assignments. Job relevant qualifications for job classification assignments will be determined by the employer.
- 10.10 An employee shall accumulate seniority from their date of hire, but it shall not be available for use until completion of the probationary period called for in Article 12.
- 10.11 An employee receiving Workers' Compensation benefits shall continue to accrue seniority for the entire period of absence.
- 10.12 Employees promoted outside of the bargaining unit who return prior to the end of the probationary period will retain seniority within the classification they served in immediately prior to the promotion.

## **ARTICLE 11 DISCIPLINE**

11.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

- a) oral reprimand
- b) written reprimand
- c) suspension
- d) demotion, or
- e) discharge

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged, by signature, of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

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

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

11.6 Employees will not be questioned concerning an investigation of disciplinary action involving suspension, demotion, or a discharge unless the employee has been given an opportunity to have a Union representative present at such questioning.

11.7 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure under Article 8, within seven (7) calendar days.

## **ARTICLE 12 PROBATIONARY PERIOD**

12.1 All newly hired employees shall be required to serve a period of job probation consisting of 2080 straight time hours worked. Any employee who has passed probation on one position and moves to a different position shall be required to serve a probationary period of 2080 straight time hours in the new position.

12.2 During any period of job probation in this unit, an employee shall not have access to the Grievance Procedure for the purpose of grieving discharge, unless the employee charges that such discharge is in violation of Article 6.

## **ARTICLE 13 CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

## ARTICLE 14 OVERTIME

- 14.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article. For an employee working less than a full time schedule, overtime shall not begin until they have worked forty (40) hours in their assigned work week.
- 14.2 Employees shall not work overtime unless authorized to do so by the appropriate supervisor.
- 14.3 Voluntary overtime will be distributed as equally as practicable. Whenever necessary and possible, overtime will be posted at least five (5) days prior to special events.
- 14.4 Overtime may be assigned on the basis of inverse departmental seniority within a classification on a given shift.
- 14.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Vacation/comp time cannot be taken during an officer's regularly scheduled shift hours for the purpose of working overtime.
- 14.6 Overtime will be calculated to the nearest fifteen (15) minutes.
- 14.7 If permitted by law, overtime may be compensated by equivalent time off. Equivalent time off must be taken at a time that is mutually agreeable between the employee and their supervisor. Equivalent time off owed an employee for overtime, court time and call back time, stand-by time, and holiday time must be liquidated in pay on the payroll period following the end of each calendar year. Both parties have agreed that the year-end amount compensatory time shall be 200 hours. The amount will be determined as of the end of the day on December 31<sup>st</sup>. Any amount above the 200 hours shall be paid out on the pay period which includes December 31<sup>st</sup>. It is further agreed that the University of Minnesota Police Department has the right to buy back to the 24 hour level one (1) day prior to a permanent promotion of any individual employed by the University of Minnesota Police Department

**EFFECTIVE ON JANUARY 1, 2017:** If permitted by law, overtime may be compensated by equivalent time off. Equivalent time off must be taken at a time that is mutually agreeable between the employee and their supervisor. Equivalent time off owed an employee for overtime, court time and call back time, stand-by time, and holiday time must be liquidated in pay on the payroll period that includes August 31<sup>st</sup> each year. Both parties have agreed that the August 31<sup>st</sup> amount compensatory time shall be 200 hours. The amount will be determined as of the end of the day on August 31<sup>st</sup>. Any amount above the 200 hours shall be paid out on the pay period which includes August 31<sup>st</sup>. It is further agreed that the University of Minnesota Police Department has the right to buy back to the 24 hour level one (1) day prior to a permanent promotion of any individual employed by the University of Minnesota Police Department.

## ARTICLE 15 COURT TIME AND CALL BACK TIME

- 15.1 An employee who is required to appear in Court (to give testimony about events arising out of action taken as an on-duty Police Officer) during their scheduled off-duty time, on an off-duty day or while on vacation, shall be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for the time spent in court or compensated for a minimum of four (4) hours worked at the employee's regular base pay rate, whichever is greater. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the four (4) hour minimum.
- 15.2 An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the call back work assignment and the employee's regular work shift overlap, the employee shall be compensated at the call back rate of time and one-half until their regular shift begins and the regular shift shall continue until the employee's normal quitting time.

## ARTICLE 16 STAND-BY TIME

- 16.1 Employees required to stand-by during scheduled off duty time will be compensated for a minimum of two (2) hours based on the employee's normal hourly rate for each such day they are required to stand-by but are not called. Employees required to be on stand-by for greater than two 2 hours in a day, but not called, shall be paid at 50% time for all such additional hours up to a daily maximum of four (4) hours of stand-by pay which includes the two hour minimum.
- 16.2 The compensation for stand-by shall not apply if notification is given that the stand-by is canceled prior to 6:00 p.m. of the preceding day.

## ARTICLE 17 VACATION AND SICK LEAVE

- 17.1 Employees shall earn vacation according to the following rates. Vacation for employees working less than full time shall accrue proportionately. References to "day" in this article refer to eight (8) hours, regardless of the actual length of an employee's shift. (The reference to "three consecutive work days" in Article 17.10, however, shall mean three twenty-four (24) hour periods.) The parties recognize that when employees assigned to shifts other than 8 hour shifts use a "day" of sick leave or vacation, however, that their bank will be charged for the actual number of hours of their shift.

<u>Years of Service</u>	<u>Hourly Rate</u>
0 - 5	3.00 minutes/straight time paid work hour
6 - 8	3.75 minutes/straight time paid work hour
9 - 12	5.25 minutes/straight time paid work hour
13 - 20	5.65 minutes/straight time paid work hour
21 - 25	6.00 minutes/straight time paid work hour
26 - 30	6.375 minutes/straight time paid work hour
31 - plus	6.75 minutes/straight time paid work hour

“Straight time paid work hour” includes hours paid in lieu of work, such as vacation, comp time, and sick leave.

- 17.2 Employees shall accrue vacation from their date of hire.
- 17.3 For purposes of years of service for vacation accumulation rate, each year shall be extended by the number of work days an employee has been on leave without pay during that period.
- 17.4 The maximum number of accumulated vacation days for an employee shall not exceed the number of vacation days that may accrue within a two (2) year period.
- 17.5 Any employee who is about to lose vacation leave because they have been denied a vacation request and will therefore reach the maximum accumulation shall be entitled to cash out forty hours of vacation, or alternatively, shall be allowed to take such vacation as is necessary to prevent such loss,
- 17.6 Employees shall earn sick leave from their date of hire at a rate of three (3) minutes per straight time hour paid to a maximum of 13 days in a fiscal year.
- 17.7 Sick leave accumulated in any one month shall not be available for use before the following month.
- 17.8 Employees reaching a sick leave accumulation of fifty (50) days, may have one quarter (1/4) of any sick leave earned thereafter credited to their vacation accumulation, provided that their sick leave accumulation remains above fifty (50) days. Employees reaching a sick leave accumulation of one hundred (100) days, may have one half (1/2) of any sick leave earned thereafter credited to their vacation accumulation, provided that their sick leave accumulation remains above one hundred (100) days.

- 17.9 Supervisors may approve the use of accumulated sick leave by an employee who is unable to work for reason of illness, injury, or pregnancy; who would expose fellow employees or the public to contagious or infectious disease; for required medical or dental care; approved sick leave may be used to care for or arrange care for an employee's child and may be used by an employee to care for or make arrangements for the care of an ill member of the employee's immediate family. Immediate family as used in this portion of the Article shall mean spouse or cohabitor, brothers and sisters of the spouse and the employee, children, (including foster children, adult children, grandchildren and step-children), parents (includes step-parents), grandparents, guardian or wards of the employee.
- 17.10 Employees shall make requests for sick leave by telephone or in writing before, or as soon as possible after their scheduled reporting time. The Union and the Employer agree that sick leave is a benefit which is to be used judiciously and should not be abused. If a supervisor is doubtful as to whether a grant of sick leave is warranted, they shall require a statement from a physician or dentist once a personal illness exceeds three (3) consecutive work days.
- 17.11 If an employee becomes ill or disabled while on vacation, their vacation shall be changed to sick leave, for the period of the illness or disability, upon satisfactory notice to their supervisor. Such notice shall be given to the supervisor as soon as possible after the illness or disability occurs.
- 17.12 In the interest of work safety to individual, co-workers, and others, upon a reasonable job-related basis, the Employer may require employees to undergo a medical evaluation for the sole purpose of enabling the Employer to determine the employee's fitness for performance of their duties. Such examination will be conducted by the University Health Service or other provider selected by the employer, at no cost to the employee. The University will not require a medical evaluation as defined in this article for workers compensation purposes.
- 17.13 An employee who has exceeded the maximum amount of vacation time and who is on IOD will not lose accumulated vacation time.
- 17.14 The purposes of the vacation donation policy is to allow an employee to donate vacation leave to an individual under certain conditions. Employees who have a need for additional paid leave because they have exhausted all paid leave and have a serious medical hardship or catastrophic illness or injury, such as cancer, major surgery, AIDS, a serious accident, heart attack, etc., that poses a threat to life and/or requires inpatient, hospice, or residential health care are eligible. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member. Family members include spouse or cohabitor, children (including foster children and step-children), parents or parents in law of the employee and spouse, children of the spouse, or parents of the spouse, who have a serious medical condition or catastrophic illness. This policy is not intended to cover an employee who is experiencing a normal pregnancy, has a common illness or injury covered by an employer paid long term disability policy or worker's compensation, or has incurred an injury during the course of duty.

## ARTICLE 18 LEAVE FOR DEATH IN FAMILY

- 18.1 The Employer will approve compensated funeral leave with pay in cases of death in the immediate family. This time will be deducted from sick leave or vacation leave and shall be limited to what is reasonably necessary to make funeral arrangements and/or attend funeral services. Immediate family shall include spouse or cohabitor; children (including foster and stepchildren, and foster, step children and children of the employee's spouse; the employee's parents, grandparents, guardian, grandchildren, siblings, wards, or spouse's parents, grandparents, brothers or sisters.

## ARTICLE 19 LEAVES OF ABSENCE

- 19.1 Any request for a leave of absence other than for vacation and sick leave shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by their immediate supervisor. Any request for a leave of absence without pay of less than thirty (30) working days shall be submitted by the employee at least ten (10) working days in advance of the time the leave is requested to begin and answered in writing by the immediate supervisor not later than three (3) working days after the leave is requested. A request for a leave of absence without pay of more than thirty (30) working days shall be submitted at least fifteen (15) working days in advance of the beginning of the leave and answered in writing by the immediate supervisor not later than five (5) working days after the leave is requested.
- 19.2 A. The Employer shall grant paid leaves of absence for service on a jury, or for pre-induction examination conducted within the State by any branch of the armed forces authorized by law.
- B. Any employee who is entitled to vote at any statewide general election or at any election to fill a vacancy in the office or representatives to Congress shall be entitled, consistent with Minnesota state law, to absent themselves from work for the purpose of voting on election day without penalty or deduction from their salary or wages on account of such absence.
- 19.3 The Employer may grant leaves of absence without pay for any reasonable purpose.
- 19.4 For purposes of this section, the term "day" shall mean a period of eight (8) hours, regardless of the actual length of the employee's assigned shift.
- 19.5 The University shall provide Military Leave in accordance with State and Federal law and University policy.
- 19.6 With the exception of medical leaves of absence, and leaves without pay for bereavement leave where the officer has no accumulated sick or vacation leave to cover the leave, time spent on an unpaid leave of absence shall not count towards an employee's seniority.

19.7 An employee who absents themselves for three (3) consecutive work days without an authorized leave shall be considered to have resigned. However, an employee whose resignation has been accepted under this provision may be reinstated by the Employer if the conditions warrant reinstatement.

19.8 A. Parental leave is available to an employee, regardless of gender, on 50% appointment or greater becoming a parent through birth, adoption, or gestational surrogacy or to an employee who is a gestational carrier. Upon request, eligible employees may take six weeks paid leave related to the birth, adoption, or gestational surrogacy of a child.

The parental leave will begin at a time requested by the employee, but not more than two weeks prior to the due date or adoption event, and no later than thirteen (13) weeks after the birth or adoption event. In the case where the child must remain in the hospital longer than the birth parent, the leave must begin no later than thirteen (13) weeks after the child leaves the hospital.

Employees are encouraged to talk to the responsible administrator/ supervisor regarding taking parental leave as soon as possible. This leave must be taken without interruption and during the term of appointment.

During the parental leave, medical coverage will continue to be available for the employee and any dependents under any group insurance policy, group subscriber contract, or health care plan in existence at the time of leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment.

B. An unpaid leave of absence for maternity, paternity, or adoption shall be granted to an employee for a period of up to six (6) months when requested in conjunction with the birth or adoption of the child of the employee or the employee's spouse. This leave may, upon request of the employee, be extended or renewed for a period not to exceed six (6) months with Department Head approval. Employees returning from a maternity leave shall be reinstated to their original job or to a position of like status and pay.

## **ARTICLE 20 REINSTATEMENT**

A former employee who is re-employed in their old class within one year may, at the discretion of the Employer, have any or all of the following items reinstated:

### **Salary**

Accrued Sick Leave

Seniority Credit

Non-probationary status

Vacation accumulation rate



## ARTICLE 21 HOLIDAYS

21.1 Only employees appointed at a designated percentage of time of fifty percent (50%) time or more shall be eligible for purposes of this Article.

21.2 The following days will be recognized as holidays:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Eve
Christmas Day		

In addition, there shall be three (3) paid "floating" holidays designated by the Employer and one (1) paid personal holiday designated by the Employee. However, each campus shall have the right to designate the personal holiday as a scheduled "floating" holiday. The personal holiday designated by the Employee shall be taken at a time selected by the Employee, with the supervisor's approval, provided the request is submitted to the Employee's supervisor in writing at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) calendar day advance notice if staffing needs permit.

Supervisors may limit the number of Employees permitted to take a personal holiday on any given day subject to operational needs.

An Employee who has not requested the personal holiday by May 1 of each fiscal year shall be scheduled to take a personal holiday on a day chosen by the supervisor or be paid for the personal holiday, at the option of the supervisor.

21.3 When a day recognized as a holiday falls on Sunday, the following Monday shall be considered the official holiday, or when such holiday falls on Saturday, the preceding Friday shall be considered the official holiday for employees who work Monday through Friday. The actual day that the holiday falls on will be the official holiday for the employees who do not work Monday through Friday.

21.4 Days recognized as holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

21.5 Employees who are required to work on a day recognized as a holiday shall, at their option, receive regular pay for the day, in addition to time off (if lawful) or pay at time and one-half for each hour worked on said holiday up to eight (8) hours, or ten (10) hours for those employees assigned to a 10-hour shift. Beginning with the ninth (9<sup>th</sup>) hour through the twelfth (12<sup>th</sup>) hour, or beginning with the eleventh (11<sup>th</sup>) hour for employees assigned to a 10-hour shift, eligible employees shall be paid double time for hours worked. Starting with the thirteenth (13<sup>th</sup>) hour through the remaining holiday hours, eligible employees who work shall receive double and one-half time for all hours worked.

Note: There are eleven (11) paid holidays recognized in this contract, and all employees, regardless of the length of their assigned shift, shall be limited to 88 hours (11 days X 8 hours) of holiday pay per year. Employees assigned to a 10 – hour shift who work on an assigned holiday, however, shall receive premium pay for all hours worked in accordance with this section.

- 21.6 When a day recognized as a holiday falls on an employee's regularly scheduled day off, they shall receive an additional day or proportionate part of, in lieu thereof, or equivalent pay at straight time. The day off, if chosen, shall be mutually agreeable between employee and their immediate supervisor. This holiday benefit shall be limited to a maximum of eight (8) hours per holiday, regardless of the number of hours in the employee's regular shift.
- 21.7 Employees who are temporarily laid off for a period not to exceed three weeks during the term of their appointment, may use one day of their accumulated vacation immediately prior to or after a holiday designated in that period in order to qualify for holiday pay.
- 21.8 Employees who are on a current monthly pay status on a day recognized as a holiday, shall be compensated at their regular straight time rate for all time that they would have normally worked on that day not to exceed eight (8) hours.
- 21.9 If shift sizes are reduced during holidays, senior employees on affected shifts will be allowed to work if they so desire, provided that the holiday is not a regularly assigned day off.
- 21.10 Investigative personnel on the Twin Cities campus may be required by the Employer to work on holidays. These assignments will be rotated based on seniority beginning with the most senior employee. An assignment not accepted shall count for purposes of the rotation.

## ARTICLE 22 JOB POSTINGS

- 22.1 All job openings in this unit shall be posted on the official Office of Human Resources employment website.
- 22.2 All such openings shall be posted five (5) calendar days prior to filling the position.
- 22.3 Qualified employees applying for a promotional vacancy shall be ranked in accordance with criteria chosen by the Employer. The qualified employee receiving the highest ranking shall be selected for that vacancy.
- 22.4 The Employer agrees that the hiring supervisor shall inform the Union and all qualified employees that apply for a specific job opening, of the name of the person eventually selected for such vacancy.

## ARTICLE 23 CLASSIFICATION

- 23.1 It shall be the responsibility of the Office of Human Resources to determine the classification of all positions, whether new or existing.
- 23.2 Whenever there is a change in the duties and responsibilities of an individual position, or change in departmental organization which alters the assignment of tasks, duties, or responsibilities in any substantial way, the affected employee may submit a properly completed Job Review Questionnaire form through proper channels, or the Union may request a Job

Review. The appropriate Personnel Department staff member shall investigate and determine the appropriate classification for the position and shall notify the employee, the Department head and Union, of the decision, in writing.

- 23.3 A decision on classification may be appealed to the Office of Human Resources, within ten (10) working days of receipt of written notification of the classification. A request for review of the decision shall state the specific issues upon which the appeal is based.
- 23.4 The re-classification of any position normally shall be made effective on the first day of the payroll period after receipt of the completed Job Review Questionnaire by the Office of Human Resources or, in case the Job Review Questionnaire has been delayed, on the payroll period following the sixteenth work day following submission of the completed Job Review Questionnaire by the employee to their supervisor.
- 23.5 The Employer may require employees to prepare and submit up-to-date lists of their tasks, duties and responsibilities at reasonable intervals or whenever there are substantial changes in the tasks, duties or responsibilities of the position.
- 23.6 The Employer shall not be required to review the classification of a position more than once a year unless there are substantial changes in the tasks, duties or responsibilities of the position.

#### **ARTICLE 24 TEMPORARY ASSIGNMENTS**

- 24.1 When an employee is required to assume the full responsibilities of a classification paying a higher rate, such employees shall be compensated at the higher rate for each hour spent performing the additional duties of their respective unit supervisor until customarily relieved.
- 24.2 When a temporary vacancy occurs, it shall be filled by the employee receiving the highest ranking in accordance with the criteria chosen by the Employer for filling promotional vacancies. In the absence of up-to-date rankings, senior employees will be given preference.

#### **ARTICLE 25 LEGAL SERVICES**

- 25.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless or indemnify an employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties. Such decisions by the Employer will be made on the merits of each individual occurrence.

All employees covered by the Agreement shall be covered under personal injury liability insurance covering such items as false arrest and direct physical injury.

Policy limits shall be as follows:

\$ 140,000 bodily or personal injury

\$1,000,000 for length of one year

## ARTICLE 26 INJURY ON DUTY

- 26.1 In cases when an employee is injured on duty through no fault of their own and while diligently carrying out their prescribed duties, a leave of absence of up to twelve (12) months with pay may be granted.
- 26.2 The written request (when physically capable) for the leave will be heard by a three (3) member Board consisting of the Steward of the Union, a Representative of the Human Resources Office's choice and the Chief of Police or designee.
- 26.3 The board will establish responsibility in instances of duty-connected injuries and if the injury is ruled non-preventable on the part of the employee, they shall receive supplementary payments from the University (not charged to sick leave) to make up the difference between Workers Compensation and their normal rate of pay.
- 26.4 The Board's decision shall be by majority vote and shall be final and binding on both the University and the Union. Awards specified in this Section shall be made, based on salary at the time of the injury and for a period not to exceed twelve (12) months.
- 26.5 The injury-on-duty board shall not be convened in cases concerning the loss of three work days or less from injuries suffered by an employee on duty through no fault of their own and while diligently carrying out their prescribed duties. Where the total work time missed does not exceed three work days, the Chief shall have the authority to review the employee's claim and either grant or deny injury-on-duty pay based on their findings.
- 26.6 The Union may appeal the Chief's decision to the full board as constituted in 26.5 by notifying the Chief in writing within ten (10) work days of receipt of the Chief's answer. A request for review of the decision shall state the specific issue upon which the appeal is based.

## ARTICLE 27 CLOTHING ALLOWANCE AND MAINTENANCE

- 27.1 The Uniform (includes all uniform items specified in the Departmental Manual for Operations) and Maintenance Allowance shall be adjusted according to the following annual schedule:

January 1, 2020 through December 31, 2020= \$ 900.00 per year.

January 1, 2021 through December 31, 2021= \$ 925.00 per year.

January 1, 2022 through December 31, 2022= \$ 950.00 per year.

Employees working less than full time will be paid this allowance on a proportional basis. This allowance will be paid within the first two weeks of January. Employees choosing the "reimbursement method" of clothing allowance payment shall be allowed to carry over unused balance from one year to the next. In no case shall an officer's balance exceed two times the annual clothing allowance.

Any employee who leaves the University of their own accord, or who is terminated for just cause, shall return to the employer the proportional amount of their clothing allowance for the months remaining in the calendar year.

- 27.2 Any clothing or uniform items specified in the Departmental manual for Operations damaged in the line of duty shall be replaced or repaired by the Employer.

Effective upon the execution date of this Agreement time pieces and eyeglasses damaged in the line of duty may be replaced or repaired according to the following terms:

Time pieces - reimbursement not exceed \$100 per occurrence.

Eyeglasses - reimbursement shall be the replacement value of the eyeglass according to the following criteria:

- All eyeglass wearers must submit to the department head designee a receipt showing the cost of their current eyeglasses. Reimbursement will be made equal to the amount of the receipt filed with the department.
- No reimbursement will be made unless there is a written receipt in the file prior to the eyeglass damage.

Claims for damages for both time pieces and eyeglasses must be identified with a specific on-the-job incident and supplemented by a recommendation from the watch supervisor. Damages caused by accidental incidents not related to police work or damages caused by the negligence of the employee are not included in this program.

## ARTICLE 28 SALARIES

- 28.1 Pay rates are based on years (2080 straight time hours) in a classification. All progression increases required by this Article are effective the first payroll period following the completion of the required straight time service hours.
- 28.2 For purposes of this Agreement, the top patrol rate is defined as the top patrol base rate plus the top patrol longevity rate. All other differential pay is excluded from this calculation.
- 28.3 The salary comparison group for this Contract is the Stanton Group of cities comprised of the police departments in the suburban cities in the seven (7) county Twin Cities metro area that have a 2010 census population in excess of 25,000 people and where the department is represented by a Union certified by Bureau of Mediation Services.
- 28.4 Year One

The University will conduct the Stanton comparison on November 15, 2019.

Effective January 1, 2020, the University will increase the top patrol rate to match the average top patrol rate paid to police officers in the Stanton Group Cities as defined above.

The University will then increase all steps for the Police and Sergeant classifications using the same percentage increase applied to the top patrol base rate.

The top monthly patrol rate (base plus longevity) the University will pay in Year One is \$7,855.

<b>Police Officer</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b>January 1, 2020</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>
Start	\$29.98	TBD	TBD
12 months service	\$34.34	TBD	TBD
24 months service	\$38.62	TBD	TBD
36 months service	\$42.87	TBD	TBD
Sergeant	\$51.90	TBD	TBD

#### 28.5 Year Two

The University will conduct the Stanton comparison of 2021 contracts on March 1, 2021.

Effective January 1, 2021, the University will increase the top patrol rate to match the average top patrol rate paid to police officers in the Stanton Group Cities defined above.

The University will then increase all steps for the Police and Sergeant classifications using the same percentage increase applied to the top patrol base rate.

The University will prepare a salary grid with the new rates and publish the grid electronically in the same location where the collective bargaining agreement is maintained.

#### 28.6 Year Three

The University will conduct the Stanton comparison of 2022 contracts on March 1, 2022.

Effective January 1, 2022, the University will increase the top patrol rate to match the average top patrol rate paid to police officers in the Stanton Group Cities defined above.

The University will then increase all steps for the Police and Sergeant classifications using the same percentage increase applied to the top patrol base rate.

The University will prepare a salary grid with the new rates and publish the grid electronically in the same location where the collective bargaining agreement is maintained.

### ARTICLE 29 PREMIUM PAY

- 29.1 Any full time employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m. shall be entitled to receive a night differential for the entire shift, provided at least five (5) hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m.

The night differential will be fifty-five cents (\$.55) per hour.

- a) An additional fifteen cents (\$.15) per hour, resulting in a shift differential of \$ .70 per hour, shall be paid to employees working on an assigned regular shift that begins between 9:00 p.m. and 1:00 a.m.
- 29.2 Employees working a continuous rotating shift schedule, or a continuous alternating shift schedule (as defined in a separate document) shall receive a fifty cent (\$.50) shift differential per hour.
- 29.3 Employees scheduled to work a shift that is eligible for shift differential pay will receive the shift differential payment for an absence that is due to a legitimate usage of sick leave, if the employee has a minimum balance of 25 sick days accrued and available for use.
- 29.4 Employees shall not be scheduled to work more than twelve (12) consecutive hours except in emergency situations declared by the Chief. If such an emergency occurs, compensation for each continuous hour worked in excess of twelve (12) consecutive hours shall be compensated at the rate of double (2) times the employee's base rate of pay.
- 29.5 On the Twin Cities and Duluth Campuses, work shall be rotated so that employees shall receive every other Sunday off whenever possible. If an employee on the Twin Cities and Duluth campuses is required to work on a second consecutive Sunday they shall be compensated at one and one-half times their regular rate for the hours worked on the second consecutive Sunday.
- 29.6 An employee who is designated and trained as a Field Training Officer shall receive two hours of paid overtime per shift worked with a probationary officer. An employee who is certified to instruct and assigned by management to an approved training session shall receive 1½ hours of paid overtime per work shift of training. Overtime hours shall be prorated for training assignments lasting less than a full shift.
- 29.7 Canine officers will utilize one hour of their regularly assigned shift as canine maintenance. This compensation arrangement is intended to compensate canine officers for canine maintenance time on off days or well as active duty days.

### ARTICLE 30 LONGEVITY

- 30.1 Longevity payments shall be made to eligible employees according to the following schedules (a year of service is 2080 straight time hours worked), except for the limitation on service hours outlines in Article 28.1:

	Annual	Biweekly
Upon completion of four (4) years of service	\$1704.09	\$ 65.54
Upon completion of ten (10) years of service	\$3454.76	\$132.88
Upon completion of fifteen (15) years of service	\$5091.45	\$195.83

- 30.2 Longevity payments required by this Article shall be effective the first (1<sup>st</sup>) payroll period following the completion of the required service.

## ARTICLE 31 INSURANCE - HEALTH AND WELFARE

- 31.1 Employees covered by this Agreement shall be subject to the full provisions, benefits, and limitations of the University of Minnesota health insurance package provided by the Employer for the majority of employees in other non-academic bargaining units.
- 31.2 Employees covered by this Agreement shall be subject to the full provisions, benefits, and limitations of the University of Minnesota dental insurance package provided by the Employer for the majority of employees in other non-academic bargaining units.
- 31.3 Employees covered by this Agreement shall be subject to the full provisions, benefits, and limitations of the University of Minnesota life insurance package provided by the Employer for the majority of employees in other non-academic bargaining units.
- 31.4 Employees covered by this Agreement hired before January 1, 2010 shall be eligible for the following Employer paid Group Term Life Insurance coverage:
- \$10,000 death coverage from any cause while employed by the Employer.

## ARTICLE 32 TRAVEL BENEFITS

Employees shall be covered by the University of Minnesota Travel Regulations.

## ARTICLE 33 TRAINING

- 33.1 All available training on the Twin Cities Campus will be posted on the main bulletin board. Management reserves the right to make selections for assignment to training without regard to seniority.
- 33.2 The University will pay all Peace Officers Standards and Training (P.O.S.T.) license fees.

## ARTICLE 34 EMERGENCY CLOSING

- 34.1 The University policy regarding emergency closing will cover employees in the bargaining unit. If employees do not report for emergency closing duty they must cover their absences with appropriate leave time (i.e., vacation, compensatory time, leave without pay, etc.).

## ARTICLE 35 WORK SCHEDULING

- 35.1 On the Twin Cities Campuses, employees shall be given two consecutive days off every week. On other campuses, employees shall be given two consecutive days off every week, whenever possible.



### ARTICLE 36 DURATION

This Agreement shall be effective as of January 1, 2020, except for those parts specifying earlier dates, and shall remain in full force and effect until the thirty-first day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the termination date that it desires to modify this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on  
March \_\_24th\_\_, 2020.

#### FOR THE UNION



Brandon Boesl

3/24/2020

Date

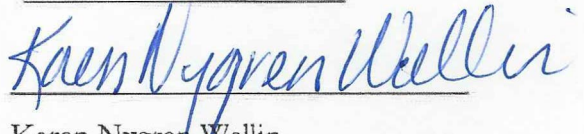


Adam Burnside

3/24/2020

Date

#### FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date

**Memorandum of Understanding-A**  
**Between**  
**University of Minnesota**  
**And**  
**Law Enforcement Labor Services, Inc.**

MOU Re: Interpretation of Article 29.4 (For Twin Cities campus only)

In the process of negotiations for the 2002-2003 collective Bargaining agreement, the parties reached the following understanding regarding the interpretation of Article 29.4

The Employer shall pay double time for hours worked in excess of twelve (12) in a shift under the following circumstances:

- A) To cover a shift shortage as determined by a supervisor;
- B) To cover a shift extension, such as a late arrest that requires an officer to stay beyond twelve (12) consecutive hours;
- C) Scheduled hours necessitated by an emergency declared by the Chief; or
- D) Forced overtime for a special event.

Further, the parties agree that:

- A) The Department has the ability to assign the officers to work more than twelve consecutive hours when necessary;
- B) In assigning overtime, the Article allows the Department to skip over the least senior employees if such assignment would result in an officer working more than twelve (12) consecutive hours; and
- C) Voluntary acceptance of overtime assignments that result in an officer working more than twelve (12) consecutive hours shall be paid at time and a half (1½ X).

The parties agree to this Memorandum on this 24th day of March, 2020.

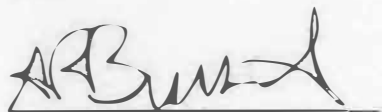
FOR THE UNION



Brandon Boesl

3/24/2020

Date

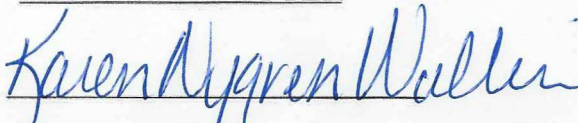


Adam Burnside

3/24/2020

Date

FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date

**Memorandum of Understanding-B**  
**Between**  
**University of Minnesota**  
**And**  
**Law Enforcement Labor Services, Inc.**

**MOU Re: The use of the 12-hour shift in Duluth**

Since 1992 there have been various memoranda and letters documenting agreements about the application of the twelve-hour shift in Duluth. The purpose of this agreement is to document those areas of the current collective bargaining agreement which the parties have agreed shall be modified or waived for Police Officers on the Duluth campus assigned to a twelve-hour shift. This Memorandum, in conjunction with the current collective bargaining agreement between the parties, shall supersede all prior documents related to the application of the twelve-hour shift for Duluth Police Officers.

Minnesota Public Employees Association, Inc. and the University of Minnesota agree to the following waivers and/or modifications to the collective bargaining agreement between the parties. These waivers/modifications shall apply to Officers of the University of Minnesota-Duluth campus who are assigned to a twelve-hour shift:

- Article 12.1 – For purposes of calculating the length of the probationary period (2080 hours), the Employer shall count straight time hours paid (up to eighty per pay period).
- Article 15.2 – For regular shift schedule moves from the power shift for vacation, emergency sick leave coverages, or the one hour adjustment shall not require the premium of time and one half otherwise called for in Article 15.2.
- Article 17 – Vacation and sick leave shall be calculated in accordance with the contract. This means that vacation and sick leave shall be accumulated at a rate of the appropriate minutes per straight time hour paid – up to eighty hours in a pay period.
- Article 21.5 – Employees regularly assigned to a twelve-hour shift shall receive time and one half for all hours worked on a holiday. Such employees shall be paid double time only to the extent their time worked on the holiday exceeds sixteen hours.

The “Note” in Article 21.5 does apply to employees assigned to a twelve-hour shift.

- Article 28.1 and Article 30 – For purposes of calculating service hours for advancement through the wage scale and the longevity scale, the Employer shall count the straight time hours paid (up to 80 per pay period).
- Article 29.4 – For purposes of compensating for hours worked in excess of a shift, the payment shall be time and one half for up to sixteen hours, and then double time for hours worked in excess of sixteen. This shall not apply to “special event” overtime, which shall always be paid at time and one half. Special events covered by officers during their regularly assigned shift shall continue to be paid at straight time.

- Article 29.5 – This Article regarding second Sunday premium pay shall not apply to Officers assigned to a twelve-hour shift.

Employees who work the 12 hour shift on the Duluth campus will be entitled to receive a fifty-five (\$.55) per hour shift differential for all regular shift hours worked.

- Management may reduce the twelve-hour shift for purposes of training.
- The power shift may be changed to cover officers who are scheduled for training purposes (i.e. employees on the power shift could be assigned to work from 7:00 a.m. to 7:00 p.m., or 7:00 p.m. to 7:00 a.m.). Changes for training classes of less than 8 hours or with less than 24 hours' notice will be made only by mutual agreement of those involved.

The parties agree that these provisions apply as long as the twelve-hour shift is in effect, and that it is the Employer's right to determine the length of the assigned shift.

This agreement is based on the current twelve-hour shift schedule of four days on and four days off, followed again by four days on and four days off. For purposes of the Fair Labor Standards Act, it is understood that this schedule is adopted in accordance with Section 207(k) of the FLSA and C.F.R. Part 553. The designated work period for each employee shall be 24 days.

It is also understood by the parties that the "four day on, four day off" pattern shall be modified to include an additional two days off (24 hours) per officer in each block of six pay periods. Management shall determine the method of distributing these additional days off.

It is also understood by the parties that any hours worked beyond eighty in a pay period shall be tracked by payroll. For any pay period in which a full-time Officer's hours worked falls short of eighty, the necessary hours shall be deducted from these separately banked hours in order to provide a full eighty hours of pay in each pay period.

The parties agree to this Memorandum on this 24th day of March, 2020.

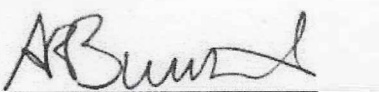
FOR THE UNION



Brandon Boesl

3/24/2020

Date

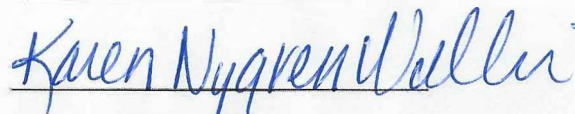


Adam Burnside

3/24/2020

Date

FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date

**Memorandum of Understanding  
Between  
University of Minnesota  
And  
Law Enforcement Labor Services, Inc.**

**MOU Re: Post-Retirement Health Care Savings Plan**

During the negotiations of the 2018-2019 labor contract the parties agreed to the following:

- The University shall provide for participation in a post-retirement health care savings plan for all eligible bargaining unit members.
- Effective the first pay period in May 2008 all bargaining unit employees, at the time of separation of employment from the University, shall have the value of their unused vacation and compensatory time balances paid directly into the post-retirement health care savings account.
- Effective (Date of signing in 2018) employees eligible for pension contributions shall have 1.5% of their pension eligible earnings deducted from their pay and deposited directly into the post-retirement healthcare savings account.
- Effective January 1, 2019 employees eligible for pension contributions shall have 2% of their pension eligible earnings deducted from their pay and deposited directly into the post-retirement healthcare savings account.

This agreement shall be remain in place under the same terms as listed above for the duration of the 2020-2022 contract agreement.

The parties agree to this Memorandum on this   24th   day of March, 2020.

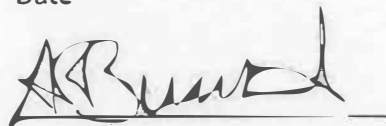
**FOR THE UNION**



Brandon Boesl

3/24/2020

Date



Adam Burnside

3/24/2020

Date

**FOR THE EMPLOYER**



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date



**Memorandum of Understanding-D**  
**Between**  
**University of Minnesota**  
**And**  
**Law Enforcement Labor Services, Inc.**

MOU Re: Physical fitness

If an approved physical fitness program exists in an employee's department, the employee has the option to participate in the program.

The parties agree to this Memorandum on this 24th day of March, 2020.

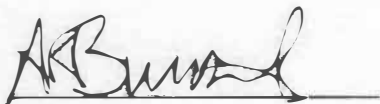
FOR THE UNION



Brandon Boesl

3/24/2020

Date

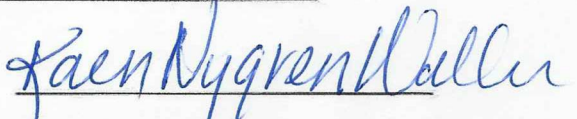


Adam Burnside

3/24/2020

Date

FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date

**Memorandum of Understanding-E**  
**Between**  
**University of Minnesota**  
**And**  
**Law Enforcement Labor Services, Inc.**

MOU Re: Job Openings:

For the stated duration of the collective bargaining agreement, the department with a job opening posted pursuant to Section 22.2 of the collective bargaining agreement agrees to a practice of providing the members of the bargaining unit on that campus with an email notifying them of the opening and also notifying the chief law enforcement officer on the other campuses.

The parties agree to this Memorandum on this 24th day of March, 2020.

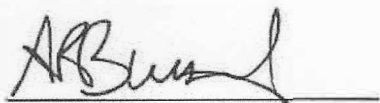
FOR THE UNION



Brandon Boesl

3/24/2020

Date

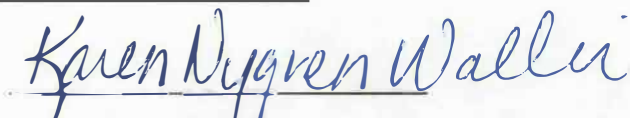


Adam Burnside

3/24/2020

Date

FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date

**Memorandum of Understanding  
Between  
University of Minnesota  
And  
Law Enforcement Labor Services, Inc.**

**Re: UMD Vacation Picks**

Primary Vacation Bid:

Primary vacation picks shall be selected on the basis of departmental seniority until May 15<sup>th</sup> of each calendar year in accordance with contract Article 10.1. The timeframe for this primary vacation period begins May 16<sup>th</sup> of the current calendar year and ends May 15<sup>th</sup> of the following year in accordance with article 10.7. Vacation and Comp. use is not allowed from fall semester move-in day through Labor Day.

Officers may choose one time period not to exceed 64 protected days (i.e. 32 days of vacation and 4 protected days on either side of the vacation days) for their “Primary Vacation Pick” (for purposes of this MOU, “protected days” means days when officers cannot be called in for any purpose other than emergencies). The primary vacation pick will be restricted to the use of accumulated vacation days ONLY, and must be chosen according to the bargaining unit agreement. Only one officer from each crew is permitted primary vacation at a time.

If an officer chooses to pass on their original primary pick, they will still be guaranteed a primary vacation pick where the department will cover overtime, if necessary, with the following guidelines:

- Seniority will not be an issue
- The late pick will be handled first-come, first-served; the officer must give the department 14 days (2 weeks) notice

Second Vacation Bid

The limitations or rules relating to the first bid would apply to the second bid unless modified herein. Additional limitations on second vacation bids apply as follows:

- a) All officers would be given an opportunity to make a first bid or pass prior to officers making a second bid. An officer’s second bid is only permitted after that officer’s first bid has been noted on the vacation pick folder.
- b) A second bid would be limited to times when no other officer from either crew is on vacation. This includes the protected time associated with the vacation days.
- c) The second pick would be limited in length to a period that would not exceed 20 protected days.
- d) There would be a black out period in which second picks would not be permitted. That period is from move-in day through the Saturday following Halloween.



- e) Second bid process shall not create a greater obligation to cover overtime than currently exist in the bidding process.

The Parties agree to this Memorandum on this \_\_24th\_\_ day of March, 2020.

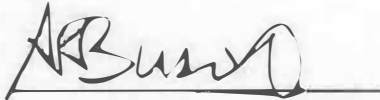
FOR THE UNION



Brandon Boesl

3/24/2020

Date



Adam Burnside

3/24/2020

Date

FOR THE EMPLOYER



Karen Nygren Wallin

3-24-20

Date



Kenneth E. Horstman

3/24/20

Date