

TENTATIVE AGREEMENT
January 21, 2009
10:00 AM

1. Term of Agreement

3 years, 2008-2010

2. Wages (closest pay period)

2008 3.25%, effective May 1, 2008
2009 3.25%, effective April 1, 2009
2010 3.25%, effective January 1, 2010

3. PEHP

Increase City contribution by \$25 per year in 2010.

4. Uniformed Police Officer Premium

Apply 1.5% premium to base rate of all Police Officer steps, eliminate premium, effective 01/01/2010.

5. Parking

New article:

“The City shall provide parking for all employees covered by this Agreement, at or within a reasonable distance from their work location, at no cost to the employee. In lieu of the City charging employees directly for parking at their work location, the Federation shall pay to the City the sum of \$25,600 per year. This amount shall be payable in a lump sum on or before April 1 of each year.”

6. Health Insurance

Incorporate language from MOU on City contributions for 2008-2010.

7. Fitness for Duty – Psychological Examinations

New Article:

See Attachment.

8. Narcotics Settlement/Premium

Add new premium:

“Up to two Police officers assigned as Narcotics Agents and performing the “hold-book” function for the Narcotics Units shall be paid a differential of \$1.50 per hour above his/her base hourly rate.”

9. Grievance Procedure

Add language to Article 6.1:

“However, reprimands may not be appealed to the Civil Service Commission.”

10. Vacation

Add language to Article 20.1:

“For the purposes of this Article, qualifying years of service shall be determined based on original employment date.”

FOR THE CITY:

FOR THE UNION:

Psychological Examinations

No employee shall be referred to any psychiatric or psychological testing or examination unless the City has reasonable cause, as established under the circumstances described below. Notice of such referral shall be made in writing to the employee stating in full the reasons for said referral.

When an employee is referred for a psychological or psychiatric fitness for duty examination, such examination shall be conducted by one of the professionals selected by the employee from a panel established by mutual agreement between the City and the Federation. The panel shall consist of not less than three (3) licensed psychiatrists or psychologists (the "Medical Professional") who have expertise regarding psychological or emotional disorders and who are qualified to opine as to the employee's fitness to engage in law enforcement duties. If the employee fails to select a Medical Professional from the panel and schedule an initial appointment within ten (10) days of the notice of referral, the City may select the medical Professional from the panel.

The decision of the Medical Professional shall be final and binding on the parties as to the fitness for duty of the employee. The cost of the examination shall be paid by the City. The City agrees that it will limit the documentation it obtains from the examination to the Medical Professional's medical conclusion as to whether that employee is fit for duty. The City agrees to maintain the information noted above in strict confidentiality subject to the requirements of the Minnesota Government Data Practices Act.

At such time as the City determines that an employee shall be required to submit to a fitness for duty evaluation and during the time the evaluation is pending, the City shall reassign the employee to other duties or place the employee on paid administrative leave. However, such assignment or pay status may be revoked or discipline imposed if the employee fails to cooperate with the City or the Medical Professional including any failure to provide documentation or waivers deemed necessary by the Medical Professional in order to prepare the fitness for duty examination under these provisions.

After an employee who has been found to be not fit for duty has exhausted his/her incapacitation benefits under Article 25 and any sick leave, vacation, and compensatory time banks, the City in its sole discretion, shall either assign the employee to a limited duty assignment or place the employee on an unpaid medical leave of absence. Such unpaid medical leave of absence shall last not less than two (2) years. FMLA benefits shall run from the date employee has been determined to be not fit for duty. The employee shall be entitled to return to his/her last held rank if, prior to the expiration of the leave of absence, the Medical Professional who originally made the finding that the employee was not fit for duty determines that the employee has regained his/her ability to perform the essential functions of the job. If the Medical Professional who originally made the finding that the employee was not fit for duty is no longer licensed to practice in the State of Minnesota, such determination of rehabilitation and fitness to return to work may be made by any Medical Professional currently on the panel. In the event of reinstatement, the City shall pay for the cost of any training or certification necessary for the employee to return to active duty as a peace officer.

Circumstances Permitting Referral for Psychological Examination

The City may require an employee to be examined where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that the employee may be suffering from a mental condition and such condition prevents the employee from effectively performing the essential job duties or poses a threat to the health and safety of the employee or others.

Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that employee is currently exhibiting conduct which reasonably demonstrates that the aforementioned circumstances exists. However, before making the referral, the Chief or his/her designee shall verify the validity of the circumstances by meeting with the employee or conducting an investigation as to the factual basis of the alleged conduct. Nothing herein shall limit or otherwise modify the rights of an employee to file for a grievance arbitration to challenge the basis upon which the Chief relied in making the referral for the psychological evaluation before the employee shall be required to submit to a psychological fitness for duty evaluation as established by the Minnesota Court of Appeals in *Hill v. City of Winona*. The processing of the grievance arbitration should be completed within 60 days, if at all possible. If after the grievance is resolved or arbitrated and the cause for referral is upheld, the employee must sign all necessary releases and fully cooperate with the fitness for duty examination or be subject to disciplinary action.

No Conflict With Workers' Compensation Laws

Nothing in this Section shall be construed to be in conflict with any rights or obligations of the City or employee under applicable Workers Compensation laws or regulations. If such conflict arises, the Workers Compensation laws and regulations shall prevail.

Consent under the Minnesota Human Rights Act

If the above provisions are complied with, the employee is deemed to have consented to this examination under the Minnesota Human Rights Act.