

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF BREEZY POINT

AND

LAW ENFORCEMENT LABOR

SERVICES, INC.

LOCAL NO. 359

POLICE

January 1, 202~~63~~ - December 31, 202~~85~~

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Breezy Point (hereafter the “Employer”) and Law Enforcement Labor Services, Inc., Local No. 359 (hereafter the “Union”).

**ARTICLE 1
DEFINITIONS**

The terms set forth below shall be defined as follows:

Section 1.3.a Regular Full-Time Employee. Any person employed by the City who is scheduled to work at least forty (40) hours a week or 2,080 hours in a year, has successfully completed the one year probationary period and does not have a defined termination date. Regular full-time employees are eligible for benefits as provided in this Agreement.

Section 1.3.b Regular Part-Time Employee. Any person employed by the City who is regularly scheduled to work less than forty (40) hours a week, has successfully completed the one (1) year probationary period and does not have a defined termination date. Regular part-time employees shall be eligible for City benefits in accordance with the terms of the City’s Personnel Policy.

**ARTICLE 2
PURPOSE OF AGREEMENT**

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. The provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

**ARTICLE 3
RECOGNITION**

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, as:

“All essential Licensed employees of the City of Breezy Point Police Department, Breezy Point, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.”

**ARTICLE 4
EQUAL APPLICATION**

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement.

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

Section 4.2. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 8 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become, continue as, or not become members of the Union.
- (3) The Union agrees to fairly represent all members of the bargaining unit regardless of Union membership or non-membership or any other factor.

ARTICLE 4A EMPLOYER SECURITY

Section 4A.1. Neither the Union, its officers or agents, or any employee in the bargaining unit, will engage in, encourage, sanction, support or suggest any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended.

Section 4A.2. The failure or refusal on the part of any employee to comply with the provisions of this Article II may result in immediate discipline up to and including discharge.

Section 4A.3. In the event that an unauthorized strike occurs, the Union shall immediately:

- (1) Notify the Employer that such strike is unauthorized;
- (2) Order its members back to work; and
- (3) Advise the employees, in writing, that the strike is unauthorized and that employees are directed to cease such action and return to normal work.

ARTICLE 5 UNION ACTIVITY

Section 5.1. Union Steward. The Union may designate an employee from the bargaining unit to act as a Union Steward and an alternate and shall inform the Employer in writing of such choice and any changes in the designation of Steward and/or alternate. The Steward shall not leave work

duties for Union business without prior permission of the Police Chief and shall notify the Police Chief upon return to work duties. If a grievance meeting or other Union meeting with the Employer, except contract negotiations meetings, is conducted during working hours of the Steward, the Steward shall be allowed to participate in the meeting without loss of pay. However, the Steward shall be obligated to respond to the needs of the service if called upon to do so.

Section 5.2. The Business Agent of the Union, upon request to the Police Chief, shall be granted permission to enter upon the Employer's premises at times mutually satisfactory to the Business Representative and the Police Chief, for the purpose of (1) meeting with the Police Chief; (2) attending a Step 2 or Step 3 grievance meeting with the Employer representative; or (3) meeting with bargaining unit employee(s) at a meeting place designated by the Police Chief. During such visits the Business Representative shall not interfere with the service or operations of the Employer or with on-duty employees. When the Police Chief is unavailable, permission required pursuant to this Section may be requested from the Sergeant.

Section 5.3. Bulletin Board. The Employer agrees to make space available either on the Employer bulletin board or on a separate Union bulletin board for the posting of official Union notice(s) and announcements. All notices and announcements posted on the bulletin board shall be initiated, initialed and dated either by the Business Representative or a Steward. No materials shall be posted on the bulletin board which are derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication; or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or Steward if the Employer has removed material.

ARTICLE 6 CHECKOFF OF UNION DUES/FAIR SHARE

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, as Union dues, such deductions to be made from the payroll and transmitted to the Union (address to be supplied by the Union) once per month the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Fair Share Fee. In accordance with Minnesota Statute 179A.06, subd. 3, the Union may require the Employer to deduct from the wages of each member of the bargaining unit who is not a member of the Union, a fair share fee in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five percent (85%) of the regular membership dues. Such deductions shall be made in the same manner as dues under Section 1 of this Article.

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims, suits, losses, or judgments brought or issued against the Employer arising out of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 7
EMPLOYER RIGHTS**

Section 7.1. 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 plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to establish new or change existing personnel, facilities, equipment, functions, programs, budgets, technology, organizational structure, operations and services of the Employer, to assign duties, tasks, jobs, shifts, and overtime to personnel; to establish work schedules and hours; to hire, promote, assign, and transfer employees; to lay off employees because of lack of work or funds or other good and sufficient reasons; to make and enforce reasonable rules and regulations; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 7.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term or 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 8
GRIEVANCE PROCEDURE**

Section 8.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 8.2. Union Representative. The Employer will recognize a representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representative and of their successor when so designated.

Section 8.3. Grievance Procedure. A grievance, as defined by Section 8.1, 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 twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present the grievance to the Police Chief in writing, setting forth the nature of the Employee's grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested. The Chief will discuss and give an answer to the Step 1 grievance within ten (10) calendar days after receipt of the grievance from the Employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by the Union within ten (10) calendar days after the due date of the Employer's Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance unresolved in Step 2 may be appealed by the Union to Step 3 within ten (10) calendar days after the due date of the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after the due date of the Employer's Step 2 answer, and not otherwise submitted to mediation as provided in Step 2A below, shall be considered waived.

Step 2A – A grievance unresolved in Step 2 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A mutually agreed submission to mediation preserves the time lines for filing Step 3.

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration within ninety (90) days in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. From the list of arbitrators furnished by the Bureau of Mediation Services, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The party striking first shall be determined by flip of the coin.

Section 8.4. Arbitrator's Authority. The arbitrator will 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 to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

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 to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may, with advance notice to the other party, 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.

Section 8.5. Waiver. If a grievance is not submitted 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 Union.

Section 8.6. Choice of Remedy. If, as a result of the written Employer response in Step 2 or mediation in Step 2A, 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 3 of this Article or a procedure such as, Veteran’s Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article.

ARTICLE 9 DISCIPLINE

Section 9.1. Any discipline imposed by the Employer must be reasonable. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- (1) Oral reprimand, which shall be documented in writing and placed in the individual personnel file;
- (2) Written reprimand, which will be presented orally and also a copy placed in the individual personnel file;
- (3) Suspension without pay;
- (4) Discharge.

Progressive discipline does not require that discipline be imposed in the order listed in this Section 9.1.

Section 9.2. Notices of suspensions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective.

Section 9.3. Discipline which is to become part of an Employee’s personnel file, shall be read and acknowledged by signature of the Employee. The Employee’s signature is an acknowledgment of receipt and does not constitute a waiver of rights under the grievance procedure. If the Employee refuses to sign the acknowledgment, the Employer shall note the refusal on the document and

proceed to file it in the Employee's personnel file. The Employee will receive a copy of such notice of discipline.

Section 9.4. An employee, who is the subject of an investigation that the employee reasonably believes could lead to discipline against the employee, may have a Union representative present at such questioning. The Employee must request to have a union representative present at the investigatory interview, and the Employer has no obligation to inform the employee of his or her rights under this clause.

Section 9.5. Grievances relating to the discharge of an employee may be initiated by the Union at Step 2 of the grievance procedure.

ARTICLE 10 HOURS OF WORK

Section 10.1. Work Schedules. The sole authority in establishing work schedules is the Employer.

Section 10.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees. Overtime compensation shall be provided only as specified in Article 12.

Section 10.3. Scheduling. The Union recognizes that a reasonable condition of employment is a requirement that employees work a schedule of hours as established by the Employer. The Employer reserves the right to designate shifts and establish work schedules based on public necessity as determined by the Employer.

Section 10.4. The Employer reserves the right to change shifts immediately where deemed necessary by the Police Chief. Normally shift changes shall not be made solely for the purpose of avoiding overtime. The Employer agrees to make reasonable effort to provide notice to employees of changes of shifts or the normal work day in advance whenever possible. The Employer will offer to meet and confer with the Union prior to implementing permanent changes in the length of the normal workday for scheduled shifts or the shift times for which an employee is normally scheduled.

Section 10.5. Employees may request to temporarily exchange shifts where the exchange will not cause the Employer to be obligated to pay overtime, subject to approval of the Police Chief. The Police Chief's determination of shift is final.

Section 10.6. Employees assigned to patrol duties shall normally receive a forty five minute paid meal break during which the employee will be subject to being called to duty and two fifteen minute interruptible rest break periods during each full shift worked.

ARTICLE 11 OFF-DUTY EMPLOYMENT

Employees must receive prior written approval from the Employer before accepting outside/off-duty employment, which approval shall not be unreasonably denied. No outside/off-duty

employment will be permitted, which involves a conflict of interest, which brings discredit to the employee or the Police Department or which otherwise interferes with the performance of the employee's duties. These factors are illustrative only, and are not exclusive. Approval may be subsequently withdrawn at the discretion of the Employer.

ARTICLE 12 OVERTIME

Section 12.1. Employees shall be compensated for overtime hours worked at the rate of one and one-half (1½) times the employee's base rate of pay for hours worked in excess of eighty (80) hours in a fourteen (14) day work period. All actual hours worked, vacation, sick and holidays count as hours worked when calculating overtime.

Section 12.2. For purposes of calculating overtime compensation under the terms of this Agreement, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 12.3. Business demands may sometimes require employees to work extra hours beyond those for which they are usually scheduled. When possible, the City will notify employees in advance if overtime will be necessary. However, employees are expected to be available, and to work the extra time when needed, regardless of what notice has been given.

ARTICLE 13 COMPENSATORY TIME

Section 13.1. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked, in accordance with this Article. Employees may choose, in lieu of cash overtime payment under Article 12, to instead accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated, the Employee shall be entitled to one and one-half (1½) hours off work without loss of pay. Any accumulated, unused compensatory time in excess of eighty (80) hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

Section 13.2. The City reserves the right to deny the use of compensatory time off if the organizational needs of the City necessitate that the employee work.

ARTICLE 14 WAGES

Section 14.1. Wages. Employees shall be paid at the rates set forth in Appendix 2 of this Agreement.

Section 14.3. Paramedic Program. An employee trained as a paramedic, who has been given authority by the City and the Medical Director to function as such, whether on or off duty, shall receive the appropriate pay grade according to the city's pay schedule to reflect the additional training and responsibility assigned to the employee.

Off-duty paramedics who learn of a medical call within the City of Breezy Point, or any area Breezy Point is responsible for policing, may go on duty and respond to the medical call. In the event of a paramedic call-out, the employee will receive time equal to the time expended or a minimum of two (2) hours, whichever is greater. The employee may elect this time to be compensatory time.

Section 14.4. Peace Officer's License Fee. The City shall pay the cost of professional licensure certification fees to the State of Minnesota.

ARTICLE 15 TRAINING TIME, COURT TIME, CALL TIME

Section 15.1. Training Time.

- a. Assigned Training. Training and education may be necessary to meet the goals of the City to have employees function appropriately in their positions and to prepare employees to accept expanded responsibilities. Employees who are required by the City to participate in training programs shall be released from their work assignments and shall be paid for the time spent in training and travel. With the prior approval of the Police Chief or Supervisor, an employee required to attend continuing education courses in order to maintain professional licensure necessary to his/her City employment shall be released from work to attend courses determined to be relevant to the job.
- b. Optional Training. A regular full-time or probationary employee may request to attend a specific training activity. If, in the judgment of the Police Chief, the requested course, workshop, or seminar will better prepare an employee to perform his/her current or projected responsibilities, and if staffing needs and budgetary resources permit, the Police Chief may approve the employee's request for training and provide released time and/or reimbursement. An employee must successfully complete the training to be eligible for reimbursement. Successful completion means the employee will present a certificate of completion or in the case of an educational course, receive a grade of "C" or higher.

c. Field Training Officer. Employees who perform Field Training Officer duties and responsibilities for four or more hours on one shift shall be compensated for one and one-half hours at the Employee's regular base rate pay.

Section 15.2. Court Time. There shall be a minimum of two (2) hours of pay as time worked for each employee who is required to appear in court at times other than the Employee's regular work shift. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum. If a court hearing is cancelled within 24 hours of the scheduled court hearing, employee will still receive the 2 hour minimum.

Section 15.3. Call Back Time. An employee who is called back for work during the employee's scheduled time off shall receive a minimum of two (2) hours of pay as time worked. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. Call back time shall be deemed if it occurs either after 30 minutes of the

employee's last shift or before 2 hours of the employee's next shift. This call back time shall be exclusive of any other provisions of this Agreement.

ARTICLE 16 CLOTHING/EQUIPMENT

Section 16.1. The Employer will issue newly hired employees all required uniforms and equipment. Uniforms will subsequently be added or replaced as determined necessary by the Police Chief. The Police Chief will establish a list of required uniform and equipment items. All issued equipment shall remain the property of the Employer while in the possession of the employee for use by the employee during employment, and shall be returned to the Employer upon termination of employment. Employees are responsible for using such property and equipment for its intended business purposes.

16.2. Damaged Personal Property. Any items of personal property consisting of law enforcement-related equipment, including but not limited to shoes, watches, eyeglasses, contact lenses, dentures or clothing, which are lost in the fresh pursuit or apprehension of a suspect, stolen or damaged in the performance of official duties, shall be reimbursed to the affected sworn member of the Police Department at their current replacement cost. There shall be no requirement that an employee received an injury to his or her person in order to qualify under this section.

ARTICLE 17 INSURANCE

Section 17.1. Health Insurance.

- (1) Eligibility, Premium Payment. For full-time employees, the Employer shall pay the same contribution toward the premium for employee and dependent coverage as is paid on behalf of other City employees.

Eligible employees may participate in the City's group health insurance plan immediately upon hire.

Section 17.2. Life Insurance.

- (1) Basic Life Insurance. The City will pay the premium for a policy of life insurance for full-time employees.
- (2) Supplemental Life Insurance/Employee, Spouse and Dependent. Employees may purchase additional life insurance by completing an enrollment application which may include a health history form.

Section 17.3. Flexible Spending Account & Health Savings Account (HSA). The City will make available to eligible employees participation in a flexible spending account which allows the pre-tax deduction of money from payroll for qualified expenses, depending on the type of insurance the City offers or employee selects.

The City will make available to eligible employees participation in a health savings account which allows the pre-tax deduction of money from payroll for qualified expenses, depending on the type of insurance the City offers or employee selects.

Section 17.4. Claims Against Employer. It is understood that the Employer's only obligation is to provide and make available to employees an insurance policy and to pay such premium amounts as set forth herein, and no claims shall be made against the Employer as the result of a denial of insurance benefits or coverage by an insurance carrier.

Section 17.5. Changes in Policy. The Employer will notify the Union as soon as practicable of changes in the group insurance policy and will, at the request of the Union, meet and confer regarding the changes. However, any change in the coverages provided under a policy of group insurance which are imposed by the insurance carrier without option to the City and which are applicable to all City employees shall be implemented for the members of this bargaining unit.

ARTICLE 18 HOLIDAYS

Section 18.1. Eligibility. All regular and probationary full-time employees are eligible for paid holidays as provided in this Article.

Section 18.2. Observed Holidays. The following days will be observed as paid holidays for all eligible employees:

Holiday

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For purposes of calculating Holiday pay, Holidays will be observed on the day they fall on.

Section 18.3. Holiday Time Off. Employees shall receive a lump sum equivalent of 12 Holiday days at 8 hours per holiday as additional vacation time. These 96 hours will be added into the employee's vacation time at the beginning of the year to use. Employees who separate from City service before a holiday occurs will have the hours associated with those holidays deducted from their vacation time before accrued vacation time is paid per Article 19.

Section 18.4. Holiday Pay - Holiday Worked. An employee shall be paid time and a half for hours worked on a designated holiday. All designated holidays shall be considered to commence at the beginning of the first shift of the day on which the holiday occurs and continue for twenty-four (24) hours thereafter. At the option of the employee, employees who work the holiday may choose to receive the equivalent of hours worked up to 12 hours of Vacation Pay rather than time off provided in 18.3, reducing vacation time by the equivalent hours.

Section 18.5. Eligibility. Holiday pay is payable to eligible employees only so long as the employee is at work or on an approved paid leave of absence on the last shift to which they would have been assigned prior to the holiday and the first shift to which they would have been assigned following the holiday.

ARTICLE 19 VACATIONS

Section 19.1. Eligibility. All regular full-time employees shall begin to accrue vacation after their first month.

Section 19.2. Accruals and Accumulation. A full-time employee shall accrue vacation leave each pay period according to the rates provided below.

Regular full-time employees shall earn annual vacation leave according to the following schedule:

Year 1	80 hours per year
Year 2	88 hours per year
Year 3	96 hours per year
Year 4	104 hours per year
Year 5	112 hours per year
Year 6	120 hours per year
Year 7	128 hours per year
Year 8	136 hours per year
Year 9	144 hours per year
Year 10	152 hours per year
Year 11+	160 hours per year

The established vacation year is based on an employee's anniversary date. Changes in vacation accrual -are implemented on January 1 of each year.

Full-time employees are allowed to carry over up to 280 hours of vacation leave at the end of the calendar year.

In emergency situations, the City Council may temporarily suspend the maximum number of hours which may be accumulated. As used below, "Length of Service" includes all time served in eligible status but does not include time on suspension or unpaid non-medical leaves of absence which exceed one full pay period in duration.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specified Length of Service Requirement.

Section 19.3. Vacation Usage. Vacation leave shall not be used during or prior to the pay period in which the hours are accrued. Vacation time shall not be used in a pay period with hours exceeding 80 hours. Employees shall submit written requests to use vacation leave at least fourteen (14) days prior to the absence. Vacation usage shall be subject to approval of the Police Chief.

Should an employee be hospitalized or become sick while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization or sickness, upon timely notice to the Police Chief and verification satisfactory to the City by a medical provider.

Section 19.4. Vacation Leave Upon Separation. An eligible employee who separates from City service in good standing as defined in Article 23, shall be paid at the employee's current rate of pay, for all vacation leave credited at the time of separation. Vacation leave may not be used alone or in combination with unpaid leave on separation from the City service to extend insurance coverage.

ARTICLE 20 LEAVES OF ABSENCE

Section 20.1. Application for Leave. An eligible employee shall submit a request for a leave of absence in writing to the Police Chief as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

Section 20.2. Paid Leaves of Absence. Paid leaves of absence shall not exceed the employee's normal work schedule and may be granted as follows:

- (1) Court Appearance Leave. Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the employee's City job. The employee shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the City. Any employee who must appear and testify in private litigation, not as an officer of the City but as an individual, shall be required to use vacation leave or leave of absence without pay unless, by mutual consent with the City Administrator, the employee is able to work an equivalent number of hours during the pay period to compensate for the hours lost.
- (2) Jury Duty Leave. Paid jury duty leave for time to serve on a jury is provided for regular full-time employees up to a maximum of 15 days per calendar year. During jury duty the employee will be paid the employee's regular base pay. Following completion of jury service, an employee shall submit the check received for jury services to the City. An employee shall be allowed to keep any check, or portion thereof, which has been issued by the court for mileage and expenses.

Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty.

An employee who has been excused or released from jury duty during the employee's regular work hours shall report to their supervisor for assignment to duty as soon as possible.

Employees not eligible for a paid jury duty leave will be granted time off without pay.

- (3) Military Leave. Employees shall be eligible for military leave in accordance with statute.
- (4) Funeral Leave. Funeral leave with pay shall be extended to regular full-time employees upon the death of a member of the immediate family of the employee or the employee's spouse (i.e., spouse, children, step-children, grandchildren, parents, grandparents, brothers or sisters), in conjunction with attendance at the funeral or memorial service. Any funeral leave for the immediate family listed above in excess of one (1) day, up to a maximum of three (3) consecutive days, is subject to approval of the City Administrator.

The City Administrator may grant funeral leave of one (1) day with pay to a regular full-time employee upon the death of a member of the family of the employee or the employee's spouse who is not listed in the definition of "immediate family" above (i.e. cousin, aunt, uncle, etc.). This does not include non-family members such as a family friend, neighbor, etc. Funeral leave is not for absences to aid bereaved relatives or to attend to the estate of the deceased.

Section 20.3. Unpaid Leaves of Absence.

- (1) General Unpaid Leaves of Absence.

Discretionary Unpaid leaves of absence may be granted upon an employee's request for reasons as follows:

- Medical/Disability leave
- Leave for personal reasons

General unpaid leaves of absence, not required by law, are not guaranteed. Requests for such leave of absences will be evaluated based on the specific facts and circumstances along with the employee's service record with the City.

Medical leaves will require medical certification. The City may request a second medical examination and verification by a physician of the City's choosing. Such examination, if required will be at the City's expense. The City may require the employee to provide additional information from their physician at reasonable intervals.

General leave will generally be granted without pay. However, earned vacation time (and sick leave, if eligible) will be paid out until the balance(s) is exhausted.

A general leave may be granted for up to 90 days. Under special circumstances, leaves may be extended at the discretion of the City Council an additional 90 days. Requests for leave extensions must be made within a reasonable amount of time prior to the expiration of the original leave of absence.

An employee on a general leave of absence must return to work following the expiration of the leave. Failure to return on the agreed upon date will be considered as a voluntary resignation.

Employees who return from a general medical leave will be required to provide a doctor's release that states she or he is medically fit to return to work and can perform the essential functions of the position.

An employee returning from a general leave may be reinstated to his/her former position or a comparable position if one is available. However, the City does not guarantee that a person's job will be held open while on a general leave.

- (2) Parenting Leave. Employees who have completed twelve (12) consecutive months of employment immediately prior to a requested parenting leave and have worked at least one-half hours of a full-time employee (1040 hours) during that twelve (12) month period are entitled to up to six (6) weeks of unpaid parental leave in accordance with Minn. Stat. §181.941, .942, and .943.

Employees on parental leave may continue on the City's insurance policies, if the employee was covered prior to the leave, subject to the employee paying the entire premium.

Section 20.4. Termination of Leaves. An employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Police Chief. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the City Council may be canceled by the City Council upon reasonable notice to the employee. Such notice shall ordinarily be in writing except in case of emergency.

Section 20.5. Return From Leave. An employee returning from a leave of absence of two months or more shall notify the Police Chief at least two weeks prior to the intended date of return.

Section 20.6. Absence Without Notice. Any unauthorized absence from duty shall be without pay and shall be grounds for discipline. Any employee who is absent for three (3) or more consecutive days without notifying the Police Chief (or other management representative if the Police Chief is not available) and receiving approval for the absence shall be considered to have voluntarily resigned from City employment. At the request of the employee, the Employer shall review the circumstances giving rise to the absence.

ARTICLE 21 SICK LEAVE

Section 21.1. Eligibility. All full-time employees who are in active payroll status are eligible to accrue and use sick leave.

Section 21.2. Accruals and Accumulations. A full-time employee shall accrue on a regular basis, sick leave based on an annual allocation of ~~twelve~~ ~~(12)~~ days of sick leave at a rate of eight (8) hours per day until 700 hours have been accumulated. An employee whose sick leave balance falls below the maximum allowable accrued hours shall again accrue sick leave until his/her accumulation again reaches the maximum.

Section 21.3. Notice. Whenever practicable, an employee shall submit a written request for sick leave in advance of the period of absence. When written advance notice is not possible, an employee shall notify the Police Chief or Supervisor by telephone or other means at the earliest possible opportunity at least four (4) hours before the start of the employee's shift, or if not possible within four (4) hours before the start of the employee's shift, then as soon as possible.

Section 21.4. Usage. An employee shall be granted sick leave reasonably necessary, to the extent of his/her accumulation, for the following:

- o illness, injury or disability;
- o medical, chiropractic, or dental care for the employee, spouse and children which cannot be scheduled outside of duty hours;
- o exposure to contagious disease which endangers the health of other persons;
- o illness, injury or disability of the employee or spouse or child;
- o illness, injury or disability of immediate family members (step or natural) of the employee or spouse (i.e., grandchildren, parents, grandparents, brothers or sisters) for such reasonable periods as the employee's attendance may be medically necessary; or
- o to arrange for necessary nursing care for members of the immediate family, not to exceed three days.

An employee using sick leave may be required to furnish a statement from his/her medical practitioner or a medical practitioner designated by the Police Chief to verify the illness and expected duration of the illness or disability or to approve of time off for the employee's care of a member of his/her immediate family.

Sick leave hours shall not be used during or prior to the pay period in which the hours are accrued. Sick leave hours shall not be used in a pay period with hours exceeding 80 hours. Sick leave accruals earned while on paid leave may be used by the employee with the approval of the Police Chief without returning to work prior to the usage of accrued sick leave.

Section 21.5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. Sick leave shall not be granted for periods of less than one-half hour except to permit usage of lesser

fractions that have been accrued. Holidays that occur during sick leave periods will be paid as holidays and not charged as sick leave.

Section 21.6. Sick Leave Upon Separation. An eligible employee who separates from City service in good standing as defined in Article 23, after serving at least 15 years of continuous employment, shall be paid the employee's current rate of pay, for accumulated, but unused sick leave balance at the time of separation not to exceed 240 hours.

ARTICLE 22 SENIORITY/LAYOFF

Section 22.1. Seniority. All employees, upon successful completion of the probationary period, shall be placed on the seniority list based on date of hire.

Section 22.2. Seniority shall be applicable under this Agreement only for the purposes stated in this Article.

Section 22.3. Layoff. When a reduction in the work force becomes necessary, the employee with the least seniority will be laid off first. The last employee laid off in a job classification will be the first to be recalled for work. Recall rights under this provision will continue for eighteen (18) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last address on file with the City Clerk to report to work or forfeit all recall rights.

Section 22.4. Vacation Selection. The Police Chief will establish a policy for vacation selection based on order of seniority.

ARTICLE 23 SEPARATION IN GOOD STANDING

Section 23.1. Separation in Good Standing. Any employee wishing to resign or retire from employment with the City in good standing shall submit written notice to the Police Chief a minimum of twenty-one (21) calendar days before leaving, stating the effective date of the employee's resignation or retirement, unless the Police Chief agrees to accept a shorter period of notice from the employee. Failure to comply with this procedure may be considered cause for denying such employee future employment with the City and result in the forfeiture of vacation and severance payments.

Section 23.2. Vacation Pay/Severance. All employees who are eligible for vacation and sick leave who leave the employment of the City in good standing shall receive pay for unused accrued vacation and severance pay as provided in this Agreement.

ARTICLE 24 COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS

Section 24.1. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

Section 24.2. Severability. In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The City of Breezy Point and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 25
RIGHT TO SUBCONTRACT**

In the event the Employer decides to enter into an agreement with another political subdivision for law enforcement services with a resulting reduction in workforce or resulting in the disbandment of the Breezy Point Police Department, the Employer shall provide at least 30 days notice to the Union prior to making a reduction in the workforce or at least 90 days notice for disbandment of the department. Upon written request from the Union, the Employer will meet with the Union and discuss means to minimize any effects on the bargaining unit members.

**ARTICLE 26
DRUG AND ALCOHOL TESTING**

The Police Chief may request or require an employee to submit to drug and alcohol testing in accordance with state law.

**ARTICLE 27
WAIVER**

Section 27.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties 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 subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 27.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 27.3. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 28
DURATION OF CONTRACT**

This Agreement shall commence as of January 1, ~~2026~~~~2023~~ and continue in full force and effect through December 31, ~~2028~~~~2025~~, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to the expiration of the contract, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF BREEZY POINT

BY: _____

Mayor Todd Roggenkamp

DATE: _____

BY: _____

City Administrator

DATE: _____

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

BY: _____

Keith Terlinden, Business Agent

DATE: _____

BY: _____

Union President/Steward

DATE: _____

APPENDIX 1
WAGES

~~Pay Plan as adopted by City Council Resolution 18-04.~~

~~Anniversary Hire Dates of Full-Time Employment - Current Officers:~~

Sathre	July 17, 2019
Peters	July 18, 2021
Lorch	September 13, 2009
Salvevold	March 22, 2022
Rustad	October 20, 2022
Garbe	March 18, 2024

Hourly Wage Rates for Current Employees:

Effective January 1, 202~~6~~³, Cost of Living Adjustment (COLA) of ~~45% and Market~~
~~Adjustment of 4%~~

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	<u>\$35.11</u>	<u>\$36.93</u>	<u>\$39.47</u>
<u>B</u>	<u>\$36.47</u>	<u>\$38.28</u>	<u>\$41.00</u>
<u>C</u>	<u>\$37.89</u>	<u>\$39.70</u>	<u>\$42.59</u>
<u>D</u>	<u>\$39.35</u>	<u>\$41.16</u>	<u>\$44.24</u>
<u>E</u>	<u>\$40.88</u>	<u>\$42.69</u>	<u>\$45.96</u>
<u>F</u>	<u>\$42.46</u>	<u>\$44.27</u>	<u>\$47.74</u>
<u>G</u>	<u>\$44.12</u>	<u>\$45.93</u>	<u>\$49.59</u>
<u>H</u>	<u>\$45.82</u>	<u>\$47.63</u>	<u>\$51.50</u>

Police Officer (non-paramedic)	Police Officer/Paramedic
Step 1: \$27.32	Step 1: \$30.70
Step 2: \$28.08	Step 2: \$31.55
Step 3: \$28.84	Step 3: \$32.40
Step 4: \$29.60	Step 4: \$33.25
Step 5: \$30.36	Step 5: \$34.11
Step 6: \$31.12	Step 6: \$34.97
Step 7: \$31.87	Step 7: \$35.82
Step 8: \$32.63	Step 8: \$36.67
Step 9: \$33.39	Step 9: \$37.52
Step 10: \$34.15	Step 10: \$38.37
Step 11: \$34.83	Step 11: \$39.14
Step 12: \$35.53	Step 12: \$39.92

Effective January 1, 202~~7~~⁴, Cost of Living Adjustment of ~~43%~~

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	\$36.51	\$38.41	\$41.05
<u>B</u>	\$37.93	\$39.81	\$42.64
<u>C</u>	\$39.40	\$41.28	\$44.29
<u>D</u>	\$40.93	\$42.81	\$46.01
<u>E</u>	\$42.52	\$44.40	\$47.80
<u>F</u>	\$44.16	\$46.04	\$49.65
<u>G</u>	\$45.88	\$47.76	\$51.57
<u>H</u>	\$47.66	\$49.54	\$53.56

~~Police Officer (non-paramedic) ————— Police Officer/Paramedic~~
~~Step 1: \$28.14 ————— Step 1: \$31.62~~
~~Step 2: \$28.92 ————— Step 2: \$32.49~~
~~Step 3: \$29.70 ————— Step 3: \$33.37~~
~~Step 4: \$30.49 ————— Step 4: \$34.25~~
~~Step 5: \$31.27 ————— Step 5: \$35.14~~
~~Step 6: \$32.05 ————— Step 6: \$36.01~~
~~Step 7: \$32.83 ————— Step 7: \$36.89~~
~~Step 8: \$33.61 ————— Step 8: \$37.77~~
~~Step 9: \$34.39 ————— Step 9: \$38.65~~
~~Step 10: \$35.18 ————— Step 10: \$39.52~~
~~Step 11: \$35.88 ————— Step 11: \$40.31~~
~~Step 12: \$36.60 ————— Step 12: \$41.12~~
 Effective January 1, 202~~8~~⁵, Cost of Living Adjustment of ~~4~~³%

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	\$37.98	\$39.94	\$42.69
<u>B</u>	\$39.45	\$41.41	\$44.34
<u>C</u>	\$40.98	\$42.94	\$46.06
<u>D</u>	\$42.56	\$44.52	\$47.85
<u>E</u>	\$44.22	\$46.18	\$49.71
<u>F</u>	\$45.93	\$47.89	\$51.63
<u>G</u>	\$47.72	\$49.67	\$53.63
<u>H</u>	\$49.56	\$51.52	\$55.70

~~Police Officer (non-paramedic) ————— Police Officer/Paramedic~~
~~Step 1: \$28.98 ————— Step 1: \$32.57~~
~~Step 2: \$29.79 ————— Step 2: \$33.47~~

Step 3: \$30.60	Step 3: \$34.37
Step 4: \$31.40	Step 4: \$35.28
Step 5: \$32.21	Step 5: \$36.19
Step 6: \$33.01	Step 6: \$37.10
Step 7: \$33.82	Step 7: \$38.00
Step 8: \$34.62	Step 8: \$38.90
Step 9: \$35.43	Step 9: \$39.81
Step 10: \$36.23	Step 10: \$40.71
Step 11: \$36.96	Step 11: \$41.52
Step 12: \$37.69	Step 12: \$42.35

- For ~~2026~~ 2023, pay differential will be applied at ~~\$1.05.75~~ \$1.05.75/hr from 1800 – 0600
- For ~~2024~~ 2027, pay differential will be applied at ~~\$1.15.85~~ \$1.15.85/hr from 1800-0600
- For ~~202~~ 20285, pay differential will be applied at ~~\$1.25.95~~ \$1.25.95/hr from 1800-0600

~~An employee shall be eligible to move to the step corresponding to the employee's years of service as of the anniversary date of full time employment (e.g. after 1 year, after 2 years, after 3 years, after 4 years, etc.).~~

Employees are eligible for a step increase if available on January 1 of each year.

In addition, in order to be eligible for a step move, an employee shall be required to have a satisfactory evaluation as of the employee's last performance evaluation preceding the anniversary date on which the employee would become eligible for step movement.

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~~An employee shall only be eligible for step 11 after the completion of ten (10) years of service.~~

~~An employee shall only be eligible for step 12 after the completion of twenty (20) years of service.~~

~~An employee who is paid a higher hourly rate than prescribed by the schedule above shall be red-circled at the employee's current rate until the employee is eligible to move to the next step.~~

*Subject to satisfactory evaluation as of the employee's last performance evaluation preceding the employee's anniversary date on which the employee would become eligible for step movement.