

AGREEMENT

BETWEEN

CITY OF BLAINE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
POLICE LIEUTENANTS
(LOCAL NO. 392)

APRIL 12, 2016 - DECEMBER 31, 2018

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of April 12, 2016 between the CITY OF BLAINE, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL # 392), hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, subd. 8, for all police personnel in the following job classification:

All essential licensed supervisory employees in the position of Lieutenant employed by the City of Blaine Police Department, Blaine, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A03, subd. 14, excluding confidential and all other employees.

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: The Law Enforcement Labor Services, Inc., (Local # 392).
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local # 392).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Blaine Police Department.
- 3.5 EMPLOYER: The City of Blaine.
- 3.6 CHIEF: The Chief of the Blaine Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local # 392).

3.8 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct 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.

6.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.

6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7- EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time, without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with 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, present such grievance to the Captain, or the Captain's designee. The Captain or the Captain's designee, will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Captain, or the Captain's designee's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the Chief of Police or the Chief of Police's designee. The Chief of Police, or the Chief of Police's designee, shall give the UNION a Step 2 answer in writing within ten (10) calendar days after receipt of such Step

2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's or Chief of Police's designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION and discussed with the City Manager or the City Manager's designee. The City Manager or the City Manager's designee shall give the UNION an answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Manager or the City Manager's designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION 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 Public Employment Relations Board.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days, following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7.

The aggrieved employee shall indicate in writing, which procedure is to be utilized--Step 4 of ARTICLE 7 or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Blaine. 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 of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of job classification seniority.

Employees shall be recalled from lay-off on the basis of their seniority. An employee on lay-off shall have an opportunity to return to work within two years of the time of the employee's lay-off before any new employee is hired.

9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

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

10.2 Suspensions, demotions, and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

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

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

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

10.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE 7.

ARTICLE 11 – HOURS OF WORK

11.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training; and
- d) authorized leave time.

11.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

11.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 12 - INSURANCE

The EMPLOYER will provide a cafeteria health plan for employees in the bargaining agreement and contribute the following amounts per month per employee for the purchase of required and/or optional benefits of the cafeteria plan:

- 2016: One Thousand Ninety Dollars (\$1,090.00)
- 2017: One Thousand One Hundred Forty Dollars (\$1,140)
- 2018 One Thousand One Hundred Ninety Dollars (\$1,190)

ARTICLE 13 – 2016 WAGE RATES

13.1 The pay plan for this group will be as follows:

	Start	1 year	2 year	3 year	4 year	5 year	6 year
2016 (0.5%)	\$51.9435	\$52.8265	\$53.7246	\$54.6379	\$55.5668	\$56.5114	\$57.2755
2017 (2.5%)	\$53.2421	\$54.1472	\$55.0677	\$56.0039	\$56.9559	\$57.9242	\$58.7074
2018 (2.75%)	\$54.7062	\$55.6363	\$56.5821	\$57.5440	\$58.5222	\$59.5171	\$60.3218

Initial placement on this pay plan will occur in January 2016 be as follows:

- Pelkey - \$55.5668
- Steph - \$55.5668
- Todd - \$53.7246

13.2 The City Policies outlining additional compensation for identified assignments and the existing additional compensation for these assignments will apply to Lieutenants.

ARTICLE 14 - VACATIONS

14.1 Vacation leave shall be accumulated on the following basis for all present employees:

Continuous Years of Service	Hours Per Month
0— 4 years' service	6.67 hours/month
5— 10 years' service	10 hours/month
Beginning 11 years	10.67 hours/month
Beginning 12 years	11.33 hours/month
Beginning 13 years	12 hours/month
Beginning 14 years	12.67 hours/month
Beginning 15 years	13.33 hours/month
After 20 years	16.67 hours/month

14.2 Employees with five (5) or more years of service may accumulate vacation leave to a maximum of two-hundred (200) hours.

ARTICLE 15 - SICK LEAVE

15.1 Sick leave with pay shall be granted to all permanent employees at the rate of eight (8) hours per month for each full month of service or major fraction thereof.

15.2 Sick leave may be granted only for absence from duty because of personal illness, legal quarantine, or death or serious illness in the immediate family.

15.3 Sick leave may be accumulated to a total of not more than nine hundred sixty (960) hours. Fifty percent (50%) of sick time accumulated over 960 hours automatically goes into the employee's Post-Employment Health Care Savings Plan.

15.4 Upon request of the Department Head or City Manager, an employee shall be required to furnish suitable proof that the provisions of this ARTICLE were fully met.

15.5 Employees will receive bereavement leave on the same basis as the non-union employee group.

ARTICLE 16 - HOLIDAYS

16.1 Employees will receive ten (10) holidays. Each holiday will be eight (8) hours.

16.2 An employee assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, Presidents' Day; Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving or Christmas Day, shall receive an alternate day off.

16.3 One (1) "floating holiday" per year can be taken any time during the calendar year when approved by the Chief of Police.

ARTICLE 17 - SEVERANCE PAY

17.1 Thirty-three and one-third percent (33 1/3%) of unused accumulated sick leave to be paid upon honorable separation after five years of employment.

17.2 Forty percent (40%) of unused accumulated sick leave to be paid upon honorable separation after ten (10) years of employment.

17.3 Fifty percent (50%) of unused accumulated sick leave to be paid upon honorable separation after fifteen (15) years of employment.

ARTICLE 18 - UNIFORMS

18.1 The EMPLOYER shall provide required uniform and equipment items.

18.2 The City will also provide a clothing allowance for the employee assigned by the EMPLOYER as an Investigative Lieutenant and Professional Standards Lieutenant in the amount of seven hundred fifty dollars (\$750.00) per year.

18.3 In the event the assignment as is discontinued at any time during the calendar year by the EMPLOYER, the clothing allowance will be pro-rated for that year.

ARTICLE 19 - TUITION REIMBURSEMENT

Union members are eligible to participate in the City's tuition reimbursement program under the same terms and conditions as outlined in the City's tuition reimbursement policy.

ARTICLE 20 - POST BOARD LICENSING

20.1 The City will pay for and provide the required training for POST Board licensing.

20.2 The City will reimburse each employee their POST Board license fee provided sufficient documentation of the paid license renewal is approved by the Chief of Police.

ARTICLE 21 - INJURY ON DUTY (IOD)

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments. Employees drawing Worker's Compensation

benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after-tax take-home pay than the employee made while working.

ARTICLE 22 - WAIVER

22.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

22.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge of contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 23 - DURATION

This AGREEMENT shall be effective as of April 12, 2016, and shall remain in full force and effect until the thirty-first day of December, 2018. In witness whereof, the parties hereto have executed this AGREEMENT on dates noted below.

FOR THE CITY OF BLAINE

FOR LAW ENFORCEMENT LABOR SERVICES, INC. (Local #392)

Tm Ryan, Mayor
Date: _____

Len McFarland, Business Agent
Date: _____

Clark Arneson, City Manager
Date: _____

Steward
Date: _____

Terry Dussault, Human Resources Director
Date: _____

699191-v1

Memorandum of Agreement
Between the City of Blaine
and Law Enforcement Labor Services, Inc. Local No. 392
(Lieutenants bargaining unit)

(Post Employment Savings Plan)

The parties agree that members of the bargaining unit will contribute five percent (5%) of the employee's pretax salary to the employee's individual Post Employment Health Care Savings Plan.

The parties further agree that the members of the bargaining unit will contribute the following amounts into the Post Employment Health Care Savings Plan:

- a) one hundred percent (100%) of all eligible accumulated and unused vacation; and
- b) all sick leave payouts identified in Article 17 of the collective bargaining agreement.

This Agreement will go into and remain in effect with the 2016 – 2018 collective bargaining agreement for the Lieutenants' bargaining unit.

For:

City of Blaine

Tm Ryan, Mayor

Date: _____

Clark Arneson, City Manager

Date: _____

Terry Dussault, Human Resources Director

Date: _____

For:

Law Enforcement Labor Services, Inc.
(Local #392)

Len McFarland, Business Agent

Date: _____

Steward

Date: _____