

LABOR AGREEMENT
BETWEEN
CITY OF BLAINE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
“LOCAL NO. 165”

January 1, 2023 – December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2023, between the CITY OF BLAINE, 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 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 classifications:

Police Officer
Detective

- 2.2 In the event that 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 L.E.L.S.
- 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 Law Enforcement Labor Services, Inc.
- 3.8 DETECTIVE: An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of DETECTIVE.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's SCHEDULED SHIFT.

- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, 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 conditions, compensation, or the rights, privileges, or obligations of employment.
- 3.14 REGULAR RATE: Based on the Fair Labor Standards Act definition and excludes overtime.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT the UNION 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 full and unrestricted right to operate and manage all manpower, 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 - 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 conformity with the following procedure:

STEP 1

An employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the written grievance to the employee's supervisor as designated by the Employer. If the designated supervisor does not resolve the grievance, a written grievance containing the nature of the grievance, the facts on which it is based, the provision(s) allegedly violated, as well as the remedy requested will be submitted to the Chief of Police, the designated Step 2 Representative."

STEP 2

The Chief of Police or the Chief's designee will discuss and give a written answer to such Step 2 grievance within ten (10) calendar days after receipt. A grievance not resolved by the Chief of Police in Step 2 and appealed to Step 3 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 3 within ten (10) calendar days after the Chief or Chief's designee's final

answer in Step 1. 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, the EMPLOYER-designated Step 3 Representative. The City Manager shall give the UNION the EMPLOYER'S 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'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 as 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 the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge, or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

7.5 ARBITRATOR'S AUTHORITY

7.5.1 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.

7.5.2 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.

7.5.3 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 written 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. *Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.*

ARTICLE 8 - SAVINGS CLAUSE

- 8.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Blaine. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations 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 shall be renegotiated at the written request of either party within thirty (30) days of the final court determination or subsequent appeal of such determination, whichever is later.

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. A seniority roster shall be maintained by the Chief on the basis of time within the specific classification.
- 9.2 All newly hired or rehired employees shall be subject to a one-year probationary period. 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 employee may be replaced in their previous position at the sole discretion of the EMPLOYER provided a vacancy exists at the time of removal.
- 9.3 A reduction of work force will be accomplished on the basis of job classification seniority. For purposes of this provision "job classification" refers to those job classifications established under ARTICLE 2, Section 2.1 of the LABOR AGREEMENT. Employees shall be recalled from lay-off on the basis of their seniority in such classifications and 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. Both for purposes of recall from lay-off and reduction of work force, employees will have "bumping rights." A bumping right may be exercised by a senior employee over a junior employee in a different classification provided the senior employee has sufficient ability to perform the job. This is a "minimum qualifications" test and is not intended to require the senior employee to have abilities relatively equal or superior to those of the junior employee who is being bumped.

- 9.4 Senior employees will be given preference with regard to job classification assignments when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.
- 9.6 All vacation/holiday requests shall be selected on the basis of seniority between November 1 and December 15 for the next calendar year. Requests after January 1 of each year will be granted on a first come-first served basis with seniority given preference in the event two requests are submitted at the same time.

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
 - e) discharge
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 All disciplinary actions as defined in Article 10.1 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 processed under the grievance procedure under ARTICLE 7.

ARTICLE 11 - CONSTITUTIONAL PROTECTION

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

ARTICLE 12 - WORK SCHEDULES

- 12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 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 13 - WAGE RATES

- 13.1 Wage Table:

	2023	2024	2025	Change
Start	\$ 44.77	\$ 46.11	\$ 47.49	3% COLA 3% COLA + \$1
Year 1	\$ 46.64	\$ 49.04	\$ 51.51	mkt/year 3% COLA + \$1
Year 2	\$ 47.52	\$ 49.95	\$ 52.45	mkt/year 3% COLA + \$1
Year 3	\$ 48.92	\$ 51.39	\$ 53.93	mkt/year

- 13.2 Performance Criteria for Step Increases

Beginning in year 2024, Employees will be eligible to progress through the salary range subject to satisfactory performance criteria. In year 2023, there will be a "soft rollout" of the performance review process where supervisors and staff will follow the process identified below, although no steps will be denied.

The Employee's supervisor will conduct a performance check-in with Employees 60-90 days prior to the Employee's anniversary date. If Employee's anniversary date falls within 90 days after completion of an annual performance review, this check-in will not be necessary. In either circumstance, the supervisor will use the City's Action Form to indicate whether the Employee is satisfactorily meeting performance criteria based on monthly evaluations and/or prior annual evaluations as well as any other evidence concerning Employee's performance.

If the employee does not satisfactorily meet performance criteria, this will result in a denial of a step increase although will not result in a denial of a yearly COLA adjustment. If a step increase is denied under these circumstances, the employee may request that

they be permitted to attempt to improve their performance to the point where they qualify for the step increase within a 90-day period. Upon such request, the supervisor will establish tasks and goals in writing to be completed to bring the employee's performance up to a rating that would qualify the employee for a step increase. The employee and supervisor will complete a 90-day follow-up review.

If the employee does satisfactorily meet performance criteria at the end of the 90-day period, this will result in a step increase. The step increase will be effective beginning the first full pay period following such supervisory determination.

If an employee receives an overall rating that results in denial of a step increase, they may appeal their evaluation utilizing this process:

Step 1: Within five (5) working days after the Action Form has been finalized, the employee must notify the supervisor in writing that they wish to appeal the determination. A meeting must take place to discuss the determination between the supervisor and the employee within five (5) working days (exclusive of vacation and sick leave) of the notice by the employee. If not resolved in Step 1, and the employee wishes to continue the appeal, they can proceed to Step 2.

Step 2: Within five (5) working days following the meeting in Step 2, the employee can continue to appeal the determination by putting in writing the areas which are of concern or in disagreement to the Division Captain. The Division Captain is required to review the document and respond to the employee within five (5) working days (exclusive of vacation and sick leave) If not resolved in Step 2 and the employee wishes to continue to appeal, they can proceed to Step 3.

Step 3: Within five (5) working days following the determination in Step 2, the employee can continue to appeal the determination by submitting the appeal, in writing, to the Chief of Police. The appeal will be decided by a review panel consisting of the Chief of Police, the City Manager, and Human Resources. This panel will hear up to a half hour of presentation. The majority decision will be final. Union Steward may be present.

If an appeal is not made to a subsequent step within the timelines identified above, or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not respond, the employee may treat the non-response as a denial and move to the next Step.

Employees will be notified as soon as possible after any substantive changes have been made to the review process and/or review forms.

- 13.3 Those employees classified or assigned by the EMPLOYER to the detective position will receive an additional one dollar and 73 cents (\$1.73) per hour for every hour worked once placed in said classification/assignment until the point where said classification/assignment is removed.
- 13.4 The EMPLOYER will pay a clothing allowance for officers classified or assigned as detectives of eight hundred dollars (\$800.00) per year. The EMPLOYER will pay a clothing allowance for officers assigned as the Directed Operations Group of five hundred fifty dollars (\$550.00) per year. Individuals assigned for less than a full year shall receive a pro-rated clothing allowance based on dates in the assignment. Equal payments of the annualized amount will be made on April 1st, August 1st, and

December 1st. Pro-ration is not exact, but will be calculated on whether the Employee is in the assignment on the date that payment is made.

- 13.5 Employees assigned by the EMPLOYER as a School Resource Officer will receive one-dollar and twenty-five cents (\$1.25) *per hour* for the *duration of their* assignment in addition to their regular wage rate.
- 13.6 Officers assigned by the EMPLOYER as a F.T.O. (Field Training Officer) will one-dollar and fifteen cents (\$1.15) *per hour for the duration of their assignment* in addition to their regular wage rate. Detectives assigned by the EMPLOYER as a F.T.O. (Field Training Officer) will receive fifty-eight cents (\$0.58) *per hour for the duration of their assignment* in additional to their regular wage rate.
- 13.7 Employees assigned by the EMPLOYER as a Use of Force Instructor or Firearms Instructor will receive one dollar and fifteen cents (\$1.15) per hour for the duration of their assignment in addition to their regular wage rate.
- 13.8 Employees classified or assigned by the EMPLOYER to the K-9 position will receive three hundred dollars (\$300.00) per month or three hundred dollars (\$300.00) pro-rated for less than a full month in addition to their regular wage rate for compensation for the care performed for the K-9 while otherwise off-duty. In addition to the monthly stipend, K-9 handlers are also compensated for an additional 10 hours per fourteen day (14) pay period that they are not otherwise scheduled to work to account for off-duty K-9 care. The Parties agree that the compensation outlined herein is a reasonable amount for all off-duty K-9 care which is estimated at approximately half of an hour per day.

ARTICLE 14 - VACATIONS

- 14.1 Effective January 1, 2020, vacation leave shall be accumulated on a monthly basis for each calendar month or major fraction thereof by all regular and probationary employees pursuant to the following schedule:

<u>Length of Service</u>	<u>Rate Per Full Pay Period</u>
0 – 5 years*	4 hours
Years 6 – 8	5 hours
Years 9 – 12	7 hours
Years 13 – 18	7.5 hours
Years 19 – 25	8 hours
Years 26 – 30	8.5 hours
After 30 years of service have been completed	9 hours

*Employees who, as of January 1, 2020, are in years 4 or 5 will continue to accumulate at the rate outlined in the prior agreement (80 hours per year at year 4 and 120 hours per year at year 5) until such time as their accumulation rate in the chart above exceeds the rate in the prior agreement.

- 14.2 Other provisions related to vacation will be as outlined in as recognized in the City's Personnel Policy Manual.

ARTICLE 15 - SICK LEAVE

- 15.1 Effective January 1, 2020, sick leave will be as outlined in as recognized in the City's Personnel Policy Manual.

ARTICLE 16 - HOLIDAYS

- 16.1 Employees will receive eleven (11) holidays. Each holiday will be eight hours.
- 16.2 Employees have the option of being paid at the straight time rate for ten (10) of said eleven (11) holidays or taking time off for eleven (11) of the holidays. The Chief of Police shall determine whether or not employees may take up to ten (10) holidays per year. One "floating holiday" per year can be taken any time during the calendar year when approved by the Chief of Police. Employees shall be paid for up to ten (10) working days per year in cash in December of each year at the straight time rate, provided that holidays taken off and those paid do not exceed a total of ten (10) in number, except for said "floating holiday" referred to previously.
- 16.3 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 extra one-half ($\frac{1}{2}$) hour's pay for any hours worked during those holidays.
- 16.4 If the State adopts Juneteenth as a mandatory holiday or if the City independently adopts Juneteenth as a paid holiday for non-union employees, Local 165 will receive an additional paid holiday.

ARTICLE 17 - SEVERANCE PAY

- 17.1 Thirty-three and one-third percent (33 $\frac{1}{3}$ %) of unused accumulated sick leave to be paid upon honorable severance after five years of employment.
- 17.2 Forty percent (40%) of unused accumulated sick leave to be paid upon honorable severance after ten (10) years of continued employment.
- 17.3 Fifty percent (50%) of unused accumulated sick leave to be paid upon honorable severance after fifteen (15) years of continued employment.

ARTICLE 18 - OVERTIME

- 18.1 Employees will be compensated at one and one-half ($1\frac{1}{2}$) 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.
- 18.2 Overtime will be distributed as equally as practicable.
- 18.3 Overtime refused by employees will for record purposes under ARTICLE 18.2 be considered as unpaid overtime worked.
- 18.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

- 18.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 18.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE 19 - COURT TIME

- 19.1 An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three (3) hour minimum.
- 19.2 An employee shall receive two (2) hours of stand-by pay if court is canceled without a minimum of 24 hours' notice. Said payment is subject to appropriate verification.

ARTICLE 20 - CALL BACK AND ON-CALL

- 20.1 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) 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 three (3) hour minimum.
- 20.2 Detectives will be compensated at the rate one dollar and seventy-three cents (\$1.73) per hour for the duration of their assignment in addition to their regular wage rate for being "On Call." The City will develop an "On-Call" policy to describe the parameters of the "On-Call" program. "On-Call" compensation will not be in effect if the City decides not to use the "On-Call" program.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

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

ARTICLE 22 - INSURANCE

- 22.1 The EMPLOYER agrees to contribute One Thousand Four Hundred Forty Dollars (\$1,440) per month per employee for the purchase of required and/or optional benefits of the cafeteria plan for 2023, One Thousand Four Hundred Ninety Dollars (\$1,490) per month for 2024 and One Thousand Five Hundred Forty Dollars (\$1,540) per month for 2025.
- 22.2 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause of the EMPLOYER to be subject to a penalty, tax, or fine, either party may request that the other party meet and negotiate over amendments to those health insurance provisions that the requesting party deems necessary. In such negotiations, the rights and obligations of the UNION shall be subject to the provisions of Minn. Stat. § 179A.06, and the rights and obligations of the EMPLOYER shall be subject to the provisions of Minn. Stat. § 179A.07.

ARTICLE 23 - STANDBY PAY

- 23.1 Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 24 - UNIFORMS

- 24.1 The EMPLOYER shall provide required uniform and equipment items.

ARTICLE 25 - INJURY ON DUTY (IOD)

- 25.1 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.

Compensation for injury leave shall be terminated upon the earlier of 90 working days or the expiration of the date of certification by a competent medical authority, approved by the City Manager, that the EMPLOYEE can return to duty.

ARTICLE 26 - LONGEVITY AND EDUCATIONAL INCENTIVE

- 26.1 The following terms and conditions are effective July 1, 1978 with the exception that employees hired after December 31, 1982 will not be eligible for supplementary pay based on educational credits and employees hired after January 1, 1991, will not be eligible for longevity incentive:
- 26.1.1 After four (4) years of continuous employment each employee shall choose to be paid respectfully Seventy-eight and 35/100 Dollars (\$78.35) of the employee's base rate or supplementary pay based on educational credits as outlined in 26.3 of this ARTICLE.
 - 26.1.2 After eight (8) years of continuous employment each employee shall choose to be paid supplementary pay of One Hundred Thirty and 51/100 Dollars (\$130.51) of the employee's base rate or supplementary pay based on educational credits as outlined in 26.3 of this ARTICLE.
 - 26.1.3 After twelve (12) years of continuous employment each employee shall choose to be paid supplementary pay of One Hundred Eighty-two and 70/100 Dollars (\$182.70) of the employee's base rate or supplementary pay based on educational credits as outlined in 26.3 of this ARTICLE.

- 26.1.4 After sixteen (16) years of continuous employment each employee shall choose to be paid supplementary pay of Two Hundred Thirty-four and 91/100 Dollars (\$234.91) of the employee's base rate or supplementary pay based on educational credits as outlined in 26.3 of this ARTICLE.
- 26.2 Employees may choose supplementary pay either for length of service or for educational credits no more often than once every twelve (12) months.
- 26.3 Supplementary pay based on educational credits will be paid to employees after twelve (12) months of continuous employment at the rate of:
- | <u>Education Credits Stated In
Terms Of College Quarter Credits</u> | <u>Percentage Pay
Increment</u> |
|---|-------------------------------------|
| 45 - 89 | 3% |
| 90 - 134 | 5% |
| 135 - 179 | 7% |
| 180 or more | 9% |
- 26.4 Not all courses are to be eligible for credit. Courses receiving qualifying credits must be job-related. (Thus, a 4-year degree is not automatically 180 credits -- or a 2-year certificate is not automatically 90 credits.) Job-related courses plus those formally required to enter such courses shall be counted. If Principles of Psychology (8 credits) is required before taking Psychology of Police Work (3 credits), completion of these courses would yield a total of 11 qualifying credits. C.E.U.s (Continuing Education Units) in job-related seminars, short courses, institutes, etc. shall also be counted.
- 26.5 The EMPLOYER shall determine which courses are job-related. Disputes are grievable based on the criteria outlined in the award of Minnesota Bureau of Mediation Services Case No. 78-PN-370-A.

ARTICLE 27 – TUITION REIMBURSEMENT

- 27.1 Employees are eligible to participate in the EMPLOYER'S tuition reimbursement program under the same terms and conditions as outlined in the EMPLOYER'S tuition reimbursement policy.

ARTICLE 28 – POST BOARD LICENSING

- 28.1 The City will pay for and provide the required training for POST Board licensing.
- 28.2 The City will pay the POST Board license fee for each employee provided the employee has met the statutory requirement for license eligibility and renewal and it is approved by the Chief of Police.

ARTICLE 29 – WAIVER

- 29.1 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.

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

ARTICLE 30 - DURATION

- 30.1 This AGREEMENT shall be effective as of January 1, 2023, and shall remain in full force and effect until the thirty-first day of December, 2025.

FOR THE CITY OF BLAINE:

Tim Sanders, Mayor

Date: _____

Michelle Wolfe, City Manager

Date: _____

Sheri Chesness, Deputy HR Director

Date: _____

FOR L.E.L.S:

Tim Gannon, Business Agent

Date: 12/13/2022

Frank Caruso, Union Steward

Date: 12/13/22

Brian Wiens, Union Steward

Date: 12-13-22

Tom Johann, Union Steward

Date: 12/13/2022