

LABOR AGREEMENT
between the
CITY OF BROOKLYN PARK
and the
LAW ENFORCEMENT LABOR SERVICES

Local No. 470
Brooklyn Park Inspectors

JANUARY 1, 2022 - DECEMBER 31, 2023

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Law Enforcement Labor Services, Local 470

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LABOR AGREEMENT
between
CITY OF BROOKLYN PARK
and
MINNESOTA LAW ENFORCEMENT LABOR SERVICES
LOCAL NO. 470

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022, between the City of Brooklyn Park, hereinafter called the EMPLOYER, and Law Enforcement Labor Services Union, Local No. 470, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

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

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.12, for all police personnel in the following job classifications:

All licensed Inspectors of the Brooklyn Park Police Department, Brooklyn Park, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisors that are not in the position of Inspector, and confidential employees.

- 2.2 In the event the Employer and 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, Local #470.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services Union, Local No. 470.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Brooklyn Park Police Department.
- 3.5 EMPLOYER: The City of Brooklyn Park.
- 3.6 CHIEF: The Chief of the City of Brooklyn Park Police Department.
- 3.7 UNION STEWARD: The person elected or appointed by the Brooklyn Park Police Inspector bargaining unit membership.
- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest and lunch breaks.
- 3.10 ADMINISTRATIVE SCHEDULE: A normal workweek of five (5) days on and two (2) days off, four (4) days on and three (3) days off, or any other schedule established by the Chief.
- 3.11 CONTRACT OVERTIME: Overtime work reimbursed to the Employer by a third party outside the normal work schedule.
- 3.12 PROBATION: Probation is defined as one (1) year time in pay grade.
- 3.13 Classification Seniority is determined by date of promotion

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, 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 to the Union.
- 6.2 The Union may designate Employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of Steward and/or alternate.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notices and announcements.
- 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: 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 the following procedure:

STEP 1: An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative 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 Employer designated representative'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 Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's 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 Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

- 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 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 2, 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 Article VII or a procedure such as: Veteran's Preference, or other employment laws. If appealed to any procedure other than Step 3 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article VII. The aggrieved Employee shall indicate in writing, which procedure is to be utilized – Step 3 of Article VII 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 3 of Article VII.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Park. 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 is made 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 An Employee's City Seniority shall be determined by the Employee's length of continuous employment with the EMPLOYER. Seniority rosters may be maintained by the Chief and will be posted in an appropriate location.
- 9.2 During the probationary period a newly promoted Employee may be demoted at the sole discretion of the Employer. Demoted Employees will have rights back to the job title previously held immediately prior to the promotion.

- 9.3 One (1) continuous vacation period shall be selected on the basis of seniority between November 1 and November 15 of each year to be taken the following calendar year. Vacation requests made after November 15 will be granted on a first come, first serve basis.

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. Verbal reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion
 - E. Discharge
- 10.2 All discipline will be in written form.
- 10.3 Discipline 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 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.
- 10.6 Grievances relating to suspension, demotion, or discharge may be initiated by the Union in Step 2 of the Grievance Procedure under Article VII.

ARTICLE 11 CONSTITUTIONAL PROTECTION

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 and eighty (2,080) hours to be accounted for by each Employee through:
- A. Hours worked on assigned shifts
 - B. Assigned training
 - C. Authorized leave time
 - D. Holidays

- 12.2 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.
- 12.4 Exempt Employees will work an administrative schedule.

ARTICLE 13 OVERTIME

- 13.1 An exempt, licensed, Employee who works Contract Overtime shall be compensated at one and one-half (1½) times Step 5 of the Sergeant's pay plan.

ARTICLE 14 WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a job title/classification of a higher salary grade for five(5) consecutive days or longer shall be compensated at the salary of the higher salary grade job title/job classification. The Employee shall be compensated at a rate that reflects a minimum increase of five(5) percent.

ARTICLE 15 INSURANCE

- 15.1 The EMPLOYER will make the following monthly contribution for health insurance:

Effective January 1, 2022, any overall increase or decrease to the premium costs will be added or subtracted to the contribution amounts at a rate of sixty (60) percent for EMPLOYER and forty (40) percent for EMPLOYEE for single health plan options.

Effective January 1, 2022, any overall increase or decrease to the premium costs will be added or subtracted to the contribution amounts at a rate of sixty (60) percent for EMPLOYER and forty (40) percent for EMPLOYEE for family health plan options.

- 15.2 The City will pay single health insurance until eligible for Medicare for those qualified in accordance with the existing city retiree health insurance program in effect at the time of this agreement.
- 15.3 Employees electing to forgo health insurance will be compensated monthly at the rate approved by City Council annually.

ARTICLE 16 UNIFORMS

The Employer shall provide required uniforms and equipment items. The Employer will clean the issued police uniforms (issued shirt, trousers, vest covers, and jackets) of employees of the bargaining unit without expense to the employee. The Employer reserves the right to select the cleaning vendor.

ARTICLE 17 INJURY ON DUTY

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 seven hundred twenty (720) hours 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.

ARTICLE 18 HOLIDAYS

- 18.1 Full-time Employees on an administrative schedule will take eight (8) hours off on each of the following eleven (11) City-recognized holidays (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day) and one (1) floating holiday.
- 18.2 If December 24 (Christmas Eve) or December 25 (Christmas Day) falls on a Saturday or a Sunday, Employees on an administrative schedule shall be permitted one floating holiday for the Christmas Eve holiday to be used between October 1 and by December 31 of the same calendar year. The request for leave must be approved in advance by the employee's department head.

ARTICLE 19 VACATION

- 19.1 Each person employed on a full-time basis in a continuing position in City service shall earn vacation with pay at the rate of pay for the grade to which the Employee is permanently assigned. Layoffs, suspensions, unauthorized leaves, or leaves of absence without pay shall not be counted in computation of full calendar months of continuous service.
- 19.2 All full-time permanent Employees shall earn vacation according to the following schedule:
 - 0 - 5 years of service80 hours per year
 - 6 - 10 years of service 120 hours per year
 - Over 10 yrs of service.....additional 8 hours per year not to exceed 160 hours
- 19.3 Vacation hours earned in excess of two hundred forty (240) will be paid into a Retiree Health Savings Plan on the Payroll date that contains the December 31st

date.

- 19.4 At separation from employment, all vacation hours shall be paid into the Employee's existing deferred compensation account to the maximum allowed. Any amount that exceeds the deferred compensation maximum will be paid out in cash. This is applicable for all Employees hired prior to December 31, 2021. Additionally, this plan will be addressed at the City Wide Benefits Labor Management Committee.

ARTICLE 20 SICK LEAVE

- 20.1 Sick leave shall be a benefit provided to each full-time Employee at the rate of eight (8) hours per month with unlimited accrual. Sick leave shall be paid at the Employee's regular rate of pay at the time the leave is used or paid out. A minimum of one (1) hour must be used per occurrence.
- 20.2 Sick leave may be used for the following reasons: the Employee's personal illness, medical or dental appointments during working hours, family health matters related to an employee's spouse, child, mother, father, brother, or sister. Sick leave may be used to attend funeral services for police officers killed in the line of duty with approval of the Chief.
- 20.3 Sick Leave Conversion: Employees who reach a sick leave accrual of 720 hours shall have additional sick leave hours converted as follows: one-half ($\frac{1}{2}$) of each additional accrual to remain as sick leave and one-half ($\frac{1}{2}$) to be converted to vacation time up to the limits outlined in Article 19.2.

ARTICLE 21 JURY DUTY PAY

Employees are paid their full salary while on jury duty or for other required subpoenaed appearances before a court or other public body in connection with their position. Employees are required to return to the City any per diem received for jury duty except mileage and parking fees.

ARTICLE 22 BEREAVEMENT PAY

Upon approval by the Employer, up to five (5) days of sick leave use may be allowed for regular full and part-time benefited Employees in the event of a death to an immediate family member or household member consistent with city personnel policy.

Immediate family includes: the Employee's spouse, parent, step-parent, child, step-child, sibling, the employee's spouse's parents, step-parent, child, step-child, sibling, the employee's child's spouse, grandparents, step-grandparents, grandchildren or step grandchildren.

Household member is defined as any person who shares a significant relationship with the Employee and resides in the same household as the Employee.

Bereavement leave due to the death of a coworker will normally be granted unless there are unusual operational or staffing requirements.

ARTICLE 23 SEVERANCE PAY

Severance pay in the amount of fifty percent (50%) of accumulated sick leave not to exceed a maximum of 480 hours shall be paid to all employees who voluntarily terminate after one (1) year, with a minimum two (2) weeks advance notice.

Severance pay in the amount of one hundred percent (100%) of an EMPLOYEE'S accumulated sick leave who is killed in the line of duty shall be paid to the EMPLOYEE'S estate.

ARTICLE 24 LICENSING AND PROFESSIONAL DEVELOPMENT

The Employer shall pay the Minnesota Peace Officers Standards and Training (P.O.S.T) Board peace officer license fees for all employees and pay the necessary fees to obtain or maintain the professional certification(s) of all Employees, licensed or not, as needed for their job duties.

ARTICLE 25 RETIREE HEALTH SAVINGS PLAN

The Employer will establish and allow the Employees to participate in a Retiree Health Savings Plan with the following employee contributions:

A. All severance pay, per Article 23, will be applied to the plan.

ARTICLE 26 DISABILITY INSURANCE

The Employer will provide an Employee-paid, long-term, disability protection plan in which Employees may participate. Each pay period, a portion of the requesting Employee's sick time accrual will be used to pay for this benefit. An Employee can elect to continue coverage while on a leave of absence without pay. During this period, the Employee is responsible for all premiums due.

ARTICLE 27 LAYOFF

27.1 Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of layoff.

27.2 Layoff shall be by classification within the department in inverse order of Classification Seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided the Employer determines the Employee exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which s/he is moving, and s/he has greater department seniority than the bumped Employee.

- 27.3 Recall from layoff shall be by classification within the department in inverse order of layoff. If an Employee does not return to work upon recall as directed by the Employer, or on a date mutually acceptable to both the Employee and Employer, s/he shall automatically have voluntarily terminated his/her employment. Recall notification shall be by mail to the Employee's last known address. An Employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.
- 27.4 The Employer shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.
- 27.5 The Employer shall issue written notice of an indefinite layoff at least fifteen (15) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected Employees by certified mail/return receipt, provided at least fifteen (15) calendar days to return to work.
- 27.6 Unappointment of an Employee for reasons other than a violation of City or Department policies or procedures from the appointed positions of Deputy Chief or Inspector, shall result in the Employee being placed in the job/classification title held preceding the appointment.

ARTICLE 28 WAGES

- 28.1 The following wage schedules will be in effect from the first payroll period in 2022 through the last payroll period in 2023.
- 28.2 Exempt Employee pay schedule. Employees will be eligible to progress through the salary range based upon a satisfactory or better performance evaluation in accordance with the city's performance-based pay plan for exempt employees.

The following table represents a 3.0% COLA increase, effective 1/1/22, with an additional .8% adjustment effective 1/1/22.

	Date	Year	Minimum	Midpoint	Maximum
P Inspector	January 1	2022	\$50.46	\$59.36	\$68.27

The following table represents a 3.0% COLA increase, effective 1/1/23, with an additional .78% adjustment effective 1/1/23.

	Date	Year	Minimum	Midpoint	Maximum
P Inspector	January 1	2023	\$52.37	\$61.60	\$70.85

28.3 In lieu of on-call pay, Inspectors will be provided a take-home squad car. The Union and Employer agree to meet and confer if operational needs should impact the ability to provide a take-home squad car.

ARTICLE 29 PARENTAL LEAVE

State and federal law provide for parenting leave. In addition, the City provides eligible Employees with two weeks of paid parenting leave under the conditions adopted by City Council and outlined in the Parental Leave Policy in the Employee Handbook, as amended.

ARTICLE 30 WAIVER

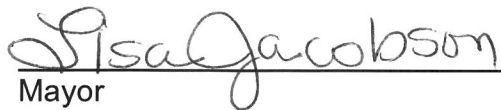
30.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

30.2 The parties mutually acknowledge that during the negotiations that 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.

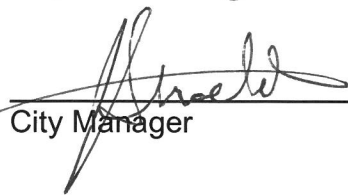
ARTICLE 31 DURATION

This Agreement shall be valid and remain in full force and effect until December 31, 2023. In witness whereof, the parties hereto have executed this Agreement on the 25th day of April, 2022.

FOR THE CITY OF BROOKLYN PARK



Mayor

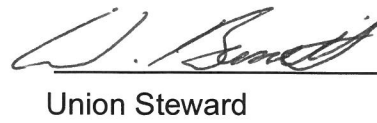


City Manager

FOR LELS LOCAL NO. 470



Business Agent



Union Steward



Union Steward