

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

Local No. 429
Brooklyn Park Supervisors

JANUARY 1, 2024 - DECEMBER 31, 2025

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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 Seniority shall be determined by the Employee's length of continuous employment with the 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 promoted Employee may be demoted at the sole discretion of the Employer. During the probationary period, a promoted or reassigned Employee may be placed in his/her previous position at the sole discretion of the Employer.
- 9.3 Classification seniority is determined by date of promotion.
- 9.4 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.
- 9.5 Sergeants and Lieutenants will bid shifts by seniority within the appropriate classification on a yearly basis for two, 6-month periods between October 15th and October 31st of the calendar year.

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 non-exempt 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
- 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.

12.4 Exempt Employees will work an administrative schedule, with the exception of Lieutenants scheduled to work patrol.

ARTICLE 13 OVERTIME

13.1 Sergeants and non-exempt Employees will be compensated at one and one-half (1 and 1/2) times the Employee's regular base pay rate for hours worked in excess of their regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article. Holiday overtime to be compensated at one and one-half (1 and 1/2) times the holiday base rate of pay.

13.2 An exempt, licensed, Employee who works contract overtime shall be compensated at one and one-half (1 and 1/2) times Step 5 of the Sergeant's pay plan.

13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

13.4 Overtime will be calculated to the nearest fifteen (15) minutes.

13.5 Non-exempt Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee

from so working.

- 13.6 Non-exempt Employees may choose to accrue compensatory time at the rate of one and one-half (1 and 1/2) hours for each overtime hour worked.
- A. Accrued compensatory time may be used and renewed not to exceed the maximum of sixty (60) hours.
 - B. Accrued compensatory time cannot be carried over from one calendar year to the next.
 - C. Use of compensatory time shall be consistent with the use of vacation time with the approval of the supervisor.
 - D. Upon request, an EMPLOYEE shall be paid for all or a portion of the Employee's accrued compensatory time at any time during the year. Such payment shall be made at the Employee's base pay rate in effect at the time such payment is made.
 - E. Compensatory time not taken by the end of the last pay period in December of each calendar year shall be converted according to Article 28 with the final pay date in December.

ARTICLE 14 COURT TIME

A non-exempt Employee who is required to appear in Court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay pursuant to Article 13.1. An extension or early report to the regularly scheduled shift for a Court appearance does not qualify the employee for the three (3) hour minimum.

If an employee's Court appearance is cancelled more than thirty-six (36) hours in advance of the scheduled appearance, no compensation shall be payable. If cancelled within thirty-six (36) hours of the scheduled Court appearance, the Employee shall receive three (3) hours pay pursuant to Article 13.1.

ARTICLE 15 CALL BACK TIME

Non-exempt Employees who are called to duty during his/her 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.

ARTICLE 16 WORKING OUT OF CLASSIFICATION

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 17 INSURANCE

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

ARTICLE 19 UNIFORMS

- 19.1 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.
- 19.2 Clothing Allowance: The City will pay a clothing allowance of \$963 in 2024 for sworn officers who are required to work in plain clothes. The full amount of the allowance will be provided beginning on January 1 or at the date of assignment during each calendar year. Payment will be paid upon proof of purchase.

For 2025, the employer reimbursement will increase or decrease by the CPI-U for apparel in the Minneapolis-St.Paul-Bloomington area measuring the change from November 2023 to November 2024. In each succeeding year, each calculation will similarly be made from November to November.

ARTICLE 20 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 21 HOLIDAYS

- 21.1 Full-time Employees shall be eligible for thirteen (13) paid holidays per year, at eight (8) hours per holiday, or one hundred and four (104) hours per year. Holiday time may be taken in one of two ways:
 - A. Full-time Employees on an administrative schedule will take eight (8) hours off on each of the thirteen (13) City-recognized holidays.
 - B. Full-time Employees on a shift schedule will be credited with one hundred and four (104) holiday hours per year toward the normal work year of two thousand and eighty (2,080) hours when each year's shift schedule is created.
- 21.2 Non-exempt Employees who are required to work on Christmas Day, Thanksgiving Day, Friday after Thanksgiving, the 4th of July, Labor Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Easter, Memorial Day, Veteran's Day, Juneteenth (June 19th) and Christmas Eve shall be compensated at one and one-half (1½) times the Employee's regular rate of pay for all work on such days.
- 21.3 If December 24 (Christmas Eve) or December 25 (Christmas Day) falls on a Saturday or 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 an employee's department head.

ARTICLE 22 VACATION

- 22.1 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.
- 22.2 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
- 22.3 Vacation hours earned in excess of two hundred forty (240) will be paid into a Retiree Health Savings Plan with the final pay date in December.
- 22.4 Unused, accrued vacation under 240 hours will be paid to the Employee at the Employee's regular base rate at the time of separation, with the Employee's final paycheck.

ARTICLE 23 SICK LEAVE

- 23.1 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.
- 23.2 Sick leave may be used, in accordance with state statute, for the following reasons: 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.
- 23.3 Sick Leave Conversion: Employees who reach a sick leave accrual of 720 hours shall have additional sick leave hours converted as follows: one-half (1/2) of each additional accrual to remain as sick leave and one-half (1/2) to be converted to vacation time.
- 23.4 The purpose of this article is to be in compliance with the Minnesota Earned Safe and Sick Time statute, Minn. Stat. §§181.9445-181.9448, effective January 1, 2024.

ARTICLE 24 JURY DUTY PAY

Employees are paid their full salary while on jury duty or for other required subpoenaed

through the last payroll period in 2025.

- 31.2 Non-exempt Employee pay schedule. Non-exempt Employees will be eligible to progress through the salary range based upon satisfactory performance criteria established by the Police Chief. A non-exempt Employee shall advance between the steps after 12 months of service in a step.

The following table represents a 3% COLA increase effective 1/1/24, with an additional 2.5% adjustment effective 1/1/24 for steps 2 through 5.

| | Date | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------|-----------|------|---------|---------|---------|---------|---------|
| 412 Sergeant | January 1 | 2024 | \$60.07 | \$61.24 | \$63.35 | \$64.60 | \$65.57 |

The following table represents a 3% COLA increase effective 1/1/25, with an additional 2% adjustment effective 1/1/25.

| | Date | Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------|-----------|------|---------|---------|---------|---------|---------|
| 412 Sergeant | January 1 | 2025 | \$63.11 | \$64.34 | \$66.56 | \$67.87 | \$68.89 |

- 31.3 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% COLA increase effective 1/1/24, with an additional 2.5% adjustment effective 1/1/24.

| | Date | Year | Minimum | Midpoint | Maximum |
|----------------|-----------|------|---------|----------|---------|
| P10 Lieutenant | January 1 | 2024 | \$53.57 | \$63.02 | \$72.47 |

The following table represents a 3% COLA increase effective 1/1/25, with an additional 2% adjustment effective 1/1/25.

| | Date | Year | Minimum | Midpoint | Maximum |
|----------------|-----------|------|---------|----------|---------|
| P10 Lieutenant | January 1 | 2025 | \$56.28 | \$66.21 | \$76.14 |

31.4 SWAT XO Pay: A sergeant or lieutenant assigned the duties and responsibilities of SWAT XO shall receive \$250 per month in 2024 and \$257.50 per month in 2025.

SWAT XO pay will increase annually by the COLA received for that year.

31.5 Shift Differential: Non-exempt Employees who work between 18:00 hours and 06:00 hours may be eligible for shift differential. The majority (over 50%) of an employee's shift must fall within these hours. Only patrol shifts are eligible for shift differential. Contract overtime shifts are not eligible. Employees qualifying for shift differential will receive an additional one dollar (\$1.00) per hour for each hour worked between 18:00 hours and 06:00 hours. Shift differential is not to be applied to any overtime rate. Shift differential will increase annually by the COLA received for that year.

In 2025 shift differential shall be \$1.03.

ARTICLE 32 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 33 WAIVER


32.1 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.

32.2 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.

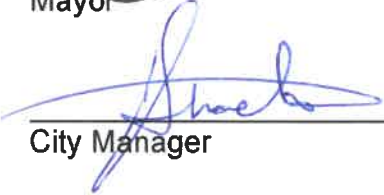
ARTICLE 34 DURATION

This Agreement shall be valid and remain in full force and effect until December 31, 2025. In witness whereof, the parties hereto have executed this Agreement on the 2nd day of May, 2024.

FOR THE CITY OF BROOKLYN PARK



Mayor




City Manager

FOR LELS LOCAL NO. 429



Business Agent



Union Steward



Union Steward