

**LABOR AGREEMENT**

between the

**CITY OF BROOKLYN PARK**

and the

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT EMPLOYEES' UNION**

**Local No. 320**

**JANUARY 1, 2020 - DECEMBER 31, 2021**

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# **LABOR AGREEMENT**

between

**THE CITY OF BROOKLYN PARK**

and

**TEAMSTER POLICE DEPARTMENT NON-LICENSED EMPLOYEES**  
**Local No. 320**

## **ARTICLE 1            PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Brooklyn Park, hereinafter called the EMPLOYER, and Local No. 320, Minnesota Teamsters Public and Law Enforcement Employees' Union employees, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1**    Establish certain wages and other conditions of employment;
- 1.2**    Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3**    Specify the full and complete understanding of the parties; and
- 1.4**    Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

## **ARTICLE 2            RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for all job classifications listed below whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 work days per year, excluding supervisory, confidential, and all other employees:

**Crime Analyst I, II**  
**Crime Prevention Specialist**  
**Community Service Officer**  
**Community Service Officer Supv**  
**Detention Officer**

**Domestic Violence Prevention Coordinator**  
**Investigative Assistant**  
**Program Assistant I, II, III and Lead**  
**Technology Services Specialist**  
**Property & Evidence Technician**

**ARTICLE 3                      DEFINITIONS**

- 3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 Employer: The City of Brooklyn Park.
- 3.3 Department: The City of Brooklyn Park Police Department.
- 3.4 Chief: The Chief of the City of Brooklyn Park Police Department.
- 3.5 Union Member: A member of Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.6 Union Officer: The Officers elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.7 Employee: A member of the exclusively recognized bargaining unit.
- 3.8 Base Pay Rate: The employee's hourly pay rate.
- 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: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 Lunch Break: Based on the job assignment, discretion and approval of the Employer, a period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties will have a paid lunch break; others will remain unpaid.
- 3.13 Holiday Pay Rate: One and one-half (1 ½) times the EMPLOYEE'S regular base pay rate.
- 3.14 Program Assistant II: A Program Assistant II EMPLOYEE who works 24 hours per week shall be defined as "Program Assistant II (24)" and a Program Assistant II EMPLOYEE who works 32 hours per week shall be defined as "Program Assistant II (32)". EMPLOYEES would therefore bid for shifts within their definition.
- 3.15 Right of Interview: Any ranking internal candidates that meet the minimum qualifications of the position shall be afforded an oral interview for a job that they apply for that is represented by this contract.

**ARTICLE 4                      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 has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## **ARTICLE 5                    UNION SECURITY**

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 5.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction.
- 5.2 Remit such deduction to the appropriate designated officer of the UNION.
- 5.3 The UNION may designate certain employees in the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this ARTICLE.

## **ARTICLE 6                    EMPLOYER SECURITY**

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

## **ARTICLE 7                    EMPLOYER AUTHORITY**

- 7.1 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.
- 7.2 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.
- 7.3 The EMPLOYER shall provide a bulletin board for UNION notices and announcements to be posted.

## **ARTICLE 8                    EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 8.1 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.
- 8.2 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.

**8.3** 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 the 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 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.

**8.4** Procedure: Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S commander/division manager as designated by the EMPLOYER.

The EMPLOYER-designated representative will discuss and respond 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, and the remedy requested 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 CHIEF or their 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 in Step 3 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Bureau'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 in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree upon an arbitrator, 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.

**8.5** 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.

**8.6** 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.

**8.7** Choice of Remedy: If, as a result of the 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 to Step 3 of this ARTICLE or a procedure such as Veteran's Preference or other employment laws.

If appealed to any procedure other than Step 3 of this ARTICLE, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure to utilize Step 4 of this ARTICLE or another appeal procedure and shall sign a statement that the choice

of any other procedure precludes the aggrieved employee from making a subsequent appeal through Step 4 of this ARTICLE.

## **ARTICLE 9**                                      **SENIORITY**

Seniority is defined as the length of continuous service beginning with an EMPLOYEE'S date of hire under any job classification covered by ARTICLE 2-RECOGNITION.

- 9.1 Seniority will be the determining criterion for transfers, promotions, recall and lay-offs only when all job-relevant factors are equal.
- 9.2 Shift Bidding- An EMPLOYEE will accrue seniority in the new job classification and unit for the purpose of shift bid preference.
  - A. Employees will bid for shifts within their units (i.e. front counter, investigative, coding, administration, or records personnel), then by position title (i.e. Program Assistant II, Lead, etc.), then based upon hours worked per week (24 hours, 32 hours and 40 hours) in which these hours are subject to change.
  - B. EMPLOYEE service in a job classification not covered by this agreement will not count toward overall seniority for the purpose of shift bid preference.
  - C. There will be an annual shift bid process for all positions, between October 1-15. Detention Officer shall bid biannually on October 1 and April 1 for two (2) six (6) month periods.
- 9.3 Layoff - If the EMPLOYER eliminates a job classification or position and an incumbent EMPLOYEE is reassigned to another job classification covered by this agreement, the EMPLOYEE shall retain the seniority earned in the previously held job classification.
- 9.4 Recall- Seniority will be the determining criterion for recall when job-relevant qualifications are equal. Recall rights under this provision will continue for twelve (12) months from the date of lay off. Recalled EMPLOYEES shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 9.5 Job Elimination- If the EMPLOYER eliminates a job classification and an incumbent EMPLOYEE is reassigned to another job classification covered by this agreement, the EMPLOYEE shall retain the seniority earned in the previously held job classification. An EMPLOYEE with seniority in a previously held position may move that that position in the event of job elimination or layoff.

## **ARTICLE 10**                                      **DISCIPLINE**

- 10.1 The EMPLOYER will discipline employees only for just cause.
- 10.2 An EMPLOYEE(S) will not be required to participate in an investigatory interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the EMPLOYEE(S) unless the EMPLOYEE(S) is given the



opportunity to have a third party or the UNION OFFICER present at the interview to act as witness for the EMPLOYEE(S).

- 10.3** The EMPLOYER shall provide the UNION with a copy of all written warnings and suspensions.

## **ARTICLE 11                    PROBATIONARY PERIODS**

- 11.1** All newly hired or rehired EMPLOYEES will serve a twelve (12) month probationary period.
- 11.2** After an EMPLOYEE has successfully completed an initial twelve (12) month probationary period, a promoted or reassigned EMPLOYEE shall serve a six (6) month probationary period in a job classification covered by this agreement in which the EMPLOYEE has not served a probationary period.
- 11.3** At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 11.4** At any time during the probationary period a promoted or reassigned EMPLOYEE may be demoted or reassigned at the sole discretion of the EMPLOYER to the EMPLOYEE'S previous position if a vacancy exists.

## **ARTICLE 12                    WORK SCHEDULES**

- 12.1** The sole authority for work schedules is the EMPLOYER. The normal workday for an EMPLOYEE(S) shall be set by the EMPLOYER.
- 12.2** Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shift.
- 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** The normal work year is two-thousand and eighty (2,080) hours for 40 hour per week schedules, on thousand six hundred sixty-four (1,664) for 32 hour per week employees, one-thousand two hundred forty-eight (1248) for 24 hour per week schedules, one-thousand forty (1040) for 20 hour per week schedules to be accounted for by each EMPLOYEE through:
- A. Hours worked on assigned shifts.
  - B. Holidays.
  - C. Assigned training.
  - D. Authorized leave time.

## **ARTICLE 13                    WAGES**

- 13.1** The following wage schedule will be in effect from January 1, 2020, through December 31, 2020. A 3% increase is effective January 1, 2020. A 3% increase will be effective January 1, 2021.

Position Title	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
324 Program Assistant I	2020	20.75	21.59	22.43	23.28	24.12	24.85	25.57	26.29	26.66
325 CSO Program Assistant II	2020	22.73	23.65	24.58	25.50	26.43	27.22	28.02	28.81	29.21
326 Crime Analyst I Program Assistant III	2020	24.71	25.72	26.73	27.73	28.74	29.60	30.46	31.32	31.75
327 Crime Analyst II Crime Prevention Spec Detention Officer Investigation Assistant Program Assistant Lead Property & Evidence Technician	2020	26.70	27.79	28.87	29.96	31.04	31.98	32.91	33.84	34.30
328 Community Svc Off Supv Domestic Violence Coord Technology Services Spec	2020	28.68	29.85	31.02	32.18	33.35	34.35	35.35	36.35	36.85

**13.2** Step adjustments will be made annually on the EMPLOYEE'S anniversary date upon receiving a satisfactory or better performance appraisal. Movement from step 3 to step 4 will take place after 6 months of being on step 3. Movement from step 4 to step 5 will take place six months after being moved to step 4. Movement from step 7 to step 8 will take place six months after being moved to step 7. Movement from step 8 to step 9 will take place six months after being moved to step 8.

**13.3** EMPLOYEES evaluated as "unsatisfactory" at the time of their review shall be reevaluated six (6) months from the date of the unsatisfactory rating and become eligible for a step increase upon receiving a satisfactory or better appraisal.

**13.4** FTO Program – Employee who work in a trainer capacity shall receive an additional \$25.00 when they work training a new employee if they work at least one-half of their shift as the FTO.

**ARTICLE 14                    VACATION**

Each person employed on a full-time or part-time basis in a continuing position in city service shall earn vacation with pay at the rate of pay for the position and years of service. Vacation leave shall not be earned by EMPLOYEES on an intermittent or temporary basis.

One continuous vacation period shall be selected on the basis of seniority between November 1 and 15 of the calendar year to be taken the following calendar year.

Vacation time off can be used by quarter hour (15 minute) increments.

Layoffs, suspensions, unauthorized leaves, or leaves of absence without pay shall not be counted in computation of full payroll period or periods of continuous service. If an EMPLOYEE is being paid for less than the full payroll period, vacation accruals shall be calculated for the hours worked.

<b><u>Years of Service for Full-Time Employees*</u></b>	<b><u>Vacation Hours Earned Per Year</u></b>
0 - 5	80 Hours
6 - 10	120 Hours
11	128 Hours
12	136 Hours
13	144 Hours
14	152 Hours
15	160 Hours

\*Part-Time Employees Prorated

**ARTICLE 15                    SICK LEAVE**

**15.1** Sick leave shall be provided to each EMPLOYEE on a regular full-time or part-time basis in a continuing position in city service at the rate of pay for the position and step to which s/he is assigned. Sick leave shall not be granted to employees on an intermittent or temporary basis. Layoffs, suspensions, unauthorized leaves or leaves of absence without pay shall not be counted in computation of a full payroll period or periods of continuous service. If an EMPLOYEE is paid for less than the full payroll period, accruals will be calculated for the hours worked. Eight (8) hours shall be granted for each full calendar month of employment. Unused sick leave shall have no maximum accrual. Additions to or deductions from each EMPLOYEE'S sick leave account shall be made per payroll period. Sick leave can be used by quarter hour (15 minute) increments.

**15.2** EMPLOYEES who reach a sick leave bank of 720 hours shall convert additional sick leave accrual as follows: 1/2 to remain as sick leave and 1/2 to be converted to vacation.

**ARTICLE 16                    PAID 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 17                      HOLIDAYS**

There are two schedules for holidays, Administrative Schedule and Shift Schedule.

**17.1** Administrative Schedule. EMPLOYEES who work Monday – Friday dayshift schedules are scheduled off on each of the eleven (11) city- recognized holidays with holiday pay and are permitted one “Floating Holiday.”

A. City Recognized Holidays. New Year’s Day, Martin Luther King, Jr., Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

B. Floating Holiday. Each year, all regular EMPLOYEES are permitted holiday pay as a “floating holiday” according to the following schedule:

- 40 hour schedule: 8 hours
- 32 hour schedule: 6 hours
- 24 hour schedule: 5 hours
- 20 hour schedule: 4 hours

The request for leave must be approved in advance by the supervisor. The floating holiday is available on January 1 of each year and cannot be carried over or accumulated to the next calendar year.

C. Weekend Holiday. When a holiday falls on a Saturday, the preceding Friday is the recognized holiday. When a holiday falls on a Sunday, Monday is the recognized holiday.

**17.2** Shift Schedule. EMPLOYEES on a shift schedule will be eligible for holiday hours according to the following schedule each year and are permitted one “Floating Holiday” for use in accordance with Article 17.1 (B). If the EMPLOYEE leaves employment during the year, the EMPLOYER will work with the EMPLOYEE to reconcile time owed or earned.

- 40 hour schedule: 88 hours
- 32 hour schedule: 66 hours
- 24 hour schedule: 55 hours
- 20 hour schedule: 44 hours

A. Shift Schedule Holidays. Non-exempt, Shift Schedule employees who work New Years Day, Martin Luther King, Jr. Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas shall be compensated at one and one-half (1½) times the regular rate of pay.

**17.3** 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 the EMPLOYEE’S department head.

17.4 Any EMPLOYEE working a twelve (12) hour schedule will be eligible for ninety-six (96) hours holiday pay.

## **ARTICLE 18  OVERTIME PAY**

- 18.1** Regular, full-time employees will be paid one and one-half (1-1/2) 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.
- 18.2** For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 18.3** EMPLOYEES have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.
- 18.4** An EMPLOYEE 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 forty-eight (48) 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 compensator 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 contributed to the EMPLOYEE'S Retiree Health Savings Account.

## **ARTICLE 19  COURT TIME**

An EMPLOYEE who is required to appear in Court during 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 a Court appearance does not qualify the EMPLOYEE for the three (3) hour minimum.

## **ARTICLE 20  STANDBY PAY**

An EMPLOYEE required by the EMPLOYER to standby shall be paid for such standby time at the EMPLOYEE'S base rate of one hour pay for each hour on standby. Standby status shall be documented by subpoena or other written form notifying the EMPLOYEE when the EMPLOYEE is required to standby. If an EMPLOYEE'S standby status is canceled more than 24 hours in advance of the scheduled standby, no standby compensation shall be payable. If canceled within 24 hours of the scheduled standby, the EMPLOYEE shall be paid as if they had been on standby as scheduled.

**ARTICLE 21**                      **CALL BACK**

An EMPLOYEE called in for work at a time other than a normal scheduled shift will be compensated for a minimum of three (3) hours pay, at one and one-half (1-1/2) 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 22**                      **INJURY ON DUTY**

An EMPLOYEE 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 EMPLOYEES'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 benefit, 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 23**                      **JURY DUTY PAY**

A regular full-time or part-time employee will be granted paid leaves of absence for required jury duty or for other required subpoenaed appearances before a court or other public body in connection with City-related business. An employee will be required to submit any compensation received to Payroll, minus reimbursement for mileage and parking expenses, in order to receive his or her regular wages for the period. Subpoenaed appearances in connection with City-related business that occur during an EMPLOYEE'S scheduled off-duty time shall be compensated in accordance with Article 19 court time.

**ARTICLE 24**                      **BEREAVEMENT PAY**

24.1 An EMPLOYEE shall be allowed to use sick leave to attend the funeral of any individual. The amount of sick leave approved by the supervisor shall depend upon the circumstances surrounding the sick leave request.

24.2 Regular full and part-time benefitted EMPLOYEES may use up to five (5) days of accrued sick leave per bereavement leave occurrence for the death of an immediate family member, household member or co-worker.

24.3 An EMPLOYEE who needs time off for eligible bereavement purposes must immediately notify the EMPLOYER.

24.4 An employee may use accrued vacation or Voluntary Leave Without Pay for additional time off with approval of the EMPLOYER.

24.5 Bereavement leave due to the death of a co-worker will be granted unless there are unusual operational or staffing requirements. An EMPLOYEE may, with approval of the EMPLOYER, attend the funeral of a co-worker during regularly scheduled working hours with no loss of pay as long as the absence is less than the equivalent of a regularly scheduled shift.

24.6 Bereavement leave requests for any reasons not addressed by this policy shall be reviewed and evaluated by the EMPLOYER on a case-by-case basis depending upon the individual circumstances surrounding the request.

24.7 Immediate family shall be defined as the EMPLOYEE'S spouse, parent, step-parent, child, step-child, brother or sister; the EMPLOYEE'S spouse's parent, step-parent, child, step-child, or brother or sister; the EMPLOYEE'S child's spouse; grandparents, step-grandparents, grandchildren or step-grandchildren.

24.8 Household member shall be defined as any person who shares a significant relationship with the EMPLOYEE and resides in the same household as the EMPLOYEE.

## **ARTICLE 25 SEVERANCE PAY**

Severance pay in the amount of fifty percent (50%) of accumulated sick leave not to exceed a maximum of one hundred and twenty (120) days shall be paid to all EMPLOYEES leaving after one year of employment, with two weeks advance notice or to EMPLOYEES who are laid off.

## **ARTICLE 26 EDUCATION COMPENSATION**

EMPLOYEES will be eligible for the same Educational Reimbursement Program as offered by the EMPLOYER to other City employees.

## **ARTICLE 27 INSURANCE**

27.1 The EMPLOYER will make the following monthly contribution for health, dental and life insurance:

Effective January 1, 2021, 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, 2021, 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.

27.2 The EMPLOYEE may waive dental insurance without providing proof of coverage.

## **ARTICLE 28 RIGHT OF SUBCONTRACT**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

**ARTICLE 29                    SAFETY**

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage EMPLOYEES to work in a safe manner.

**ARTICLE 30                    UNIFORMS**

Those EMPLOYEES issued uniforms are required to wear them while on duty. Uniforms that require a metal, pin-on badge will be maintained by the EMPLOYER; all others are the responsibility of the EMPLOYEE. The EMPLOYER reserves the right to select the type of uniform. All EMPLOYEES shall get \$100.00 allowance per year for the purchase of shoes.

**ARTICLE 31                    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 terms or conditions 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 parties at the time this contract was negotiated or executed.

**ARTICLE 32                    RETIREE HEALTH SAVINGS PLAN**

The EMPLOYER will establish and allow participation in a Retiree Health Savings Plan with the following EMPLOYEE contributions:

- A. All vacation accrued in excess of two hundred forty (240) hours in accordance with Article 14 as of the last pay period in December.
- B. All remaining accumulated compensatory time as of the last pay period of each year, or at time of termination, will be applied to the plan in accordance with Article 18.4(D).
- C. All severance pay, per Article 25, will be applied to the plan.



**ARTICLE 33                    DURATION**

This AGREEMENT shall be effective as of January 1, 2020 and shall remain in full force and effect until the 31st day of December 2021.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the **Minnesota Teamsters Public and Law Enforcement Non-Licensed Employees:**

  
\_\_\_\_\_, Business Agent

  
\_\_\_\_\_, Union Steward

  
\_\_\_\_\_, Union Steward

For the **City of Brooklyn Park:**

  
\_\_\_\_\_, Mayor

  
\_\_\_\_\_, City Manager