

# **AGREEMENT**

**BETWEEN**



**CITY OF COON RAPIDS**

**AND**



**LAW ENFORCEMENT LABOR SERVICES, INC.**

**REPRESENTING:**

**COON RAPIDS POLICE CAPTAINS (LOCAL # 528)**

**January 1, 2023 THROUGH DECEMBER 31, 2023**

# Table of Contents

ARTICLE 1: PURPOSE.....	2
ARTICLE 2: RECOGNITION .....	2
ARTICLE 3: DEFINITIONS .....	2
ARTICLE 4: EMPLOYER SECURITY.....	3
ARTICLE 5: EMPLOYER AUTHORITY .....	3
ARTICLE 6: UNION SECURITY .....	3
ARTICLE 7: GRIEVANCE PROCEDURE .....	4
ARTICLE 8: SAVINGS CLAUSE .....	6
ARTICLE 9: SENIORITY AND PROBATION .....	6
ARTICLE 10: DISCIPLINE .....	6
ARTICLE 11: CONSTITUTIONAL PROTECTIONS .....	7
ARTICLE 12: WORK SCHEDULES .....	7
ARTICLE 13: COMPENSATORY TIME.....	7
ARTICLE 14: ELECTRONIC COMMUNICATIONS .....	8
ARTICLE 15: WORKING OUT OF CLASSIFICATION .....	8
ARTICLE 16: INSURANCE .....	8
ARTICLE 17: UNIFORMS .....	9
ARTICLE 18: HOLIDAYS .....	9
ARTICLE 19: VACATIONS .....	10
ARTICLE 20: SICK LEAVE & SEVERANCE PAY .....	11
ARTICLE 21: WELLNESS PROGRAM .....	11
ARTICLE 22: INJURY ON DUTY .....	11
ARTICLE 23: COMPUTATION OF SERVICE TIME .....	12
ARTICLE 24: WAGES .....	12
ARTICLE 25: WAIVER .....	12
ARTICLE 26: DURATION .....	13

This Agreement is entered into between the City of Coon Rapids, hereinafter called the "Employer," and Law Enforcement Labor Services Inc., Coon Rapids Police Department Captains (Local #528) hereinafter called the "Union."

## ARTICLE 1: PURPOSE

- 1.1 It is the intent and purpose of this Agreement to:
- A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
  - B. 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 Law Enforcement Labor Services, Inc. as the exclusive representative for the bargaining unit certified on October 26, 2022, BMS Case No. 23PCLO787 and described as:
- All licensed peace officers, in the classification of Captain, employed by the City of Coon Rapids Police Department, Coon Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding, supervisory, confidential, and all other employees.***
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE 3: DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc., Local #528.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local #528.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Coon Rapids Police Department.
- 3.5 Employer: The City of Coon Rapids.
- 3.6 Chief: The Chief of the Coon Rapids Police Department.
- 3.7 Union Officer: Officer elected or appointed by the Union.
- 3.8 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.
- 3.9 Rest Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

- 3.10 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.
- 3.12 Exempt Employee: An employee specifically exempt from the overtime compensation provisions of applicable FLSA legislation, because their primary duty is management, administration or work of a professional nature.

## ARTICLE 4: EMPLOYER SECURITY

- 4.1 The Union and its members agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

## ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited to 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 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 one Employee from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and changes in the position of steward.
- 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: 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 Section 6.2 of the 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 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 21 calendar days after such alleged violation has occurred, present the grievance to the Chief or such other representative previously designated by the City as it's Step 1 grievance representative. The Chief or such other representative previously designated by the City as it's Step 1 grievance representative will discuss and give an answer to such Step 1 grievance within 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 10 calendar days after the Chief or such other representative previously designated by the City as it's Step 1 grievance representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 10 calendar days shall be considered waived.
- Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 10 calendar days following the City Manager's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within 10 calendar days shall be considered waived. If the grievance is not resolved at Step 2 of the grievance procedure, by mutual consent, the parties may submit the matter to mediation with the Bureau of Mediation Services. This step will not limit the time requirement for the Union to appeal the City's denial of a grievance at Step 2 to Step 3 except by mutual agreement.

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 by notifying the Commissioner of the Bureau of Mediation Services in Writing within the time for appeal noted above that the matter is being submitted to arbitration. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the State of Minnesota Bureau of Mediation Services. A grievance must be scheduled for arbitration within three (3) months of the date that the parties receive the list of arbitrators from the Bureau of Mediation Services, or it will be considered "waived."

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 decide on any other issue not 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 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decisions 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 will 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.

7.7 Choice of Remedy. If, as a result of the written 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 7 or a procedure such as: Veteran's Preference, or the Human Rights Department. If appealed to any procedure other than Step 3 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 7. Except 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. The aggrieved Employee shall indicate in writing which procedure is to be utilized--Step 3 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 3 of Article 7.

## 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 Coon Rapids. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE 9: SENIORITY AND PROBATION

- 9.1 Bargaining unit seniority shall be determined by the Employee's length of continuous full-time employment within the Captain's bargaining unit.
- 9.2 All regular, full-time Employees promoted to the position of Captain shall be probationary Employees during the first six (6) months of their service in the bargaining unit. Employees hired from outside the City of Coon Rapids will serve a twelve (12) month probationary period. During the probationary period, the Employee shall have no seniority status. A probationary employee may be discharged at the sole discretion of the Employer. Internally promoted employees who do not successfully complete probation will be returned to their previous rank provided the reason for failed probation is not misconduct.
- 9.3 During the probationary period, a promoted or reassigned Employee may be placed back to their previous position at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from a layoff on the basis of seniority. An Employee on a layoff shall have an opportunity to return to work within two years after layoff and before any new Employee is hired.
- 9.5 Senior Employees will be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of Employees are equal.
- 9.6 Captain's reserve the right, and will be eligible when a vacancy is open, to voluntarily demote back to a former position as Sergeant. An Employee who demotes back to a former Sergeant's position may retain their accrued bargaining unit seniority if otherwise in good standing with the department.

## ARTICLE 10: DISCIPLINE

- 10.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms: (a) oral reprimand, (b) written reprimand, (c) suspension, (d) demotion, or (e) discharge.
- 10.2 Suspension, demotions, and discharges shall be in written form.

- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. Employees and the Union shall receive a copy of such reprimands 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 shall be preceded by a five-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 suspensions, demotions, or discharges pursuant to the terms of this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

## ARTICLE 11: CONSTITUTIONAL PROTECTIONS

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

## ARTICLE 12: WORK SCHEDULES

- 12.1 This is an exempt level position based on a minimum of 2,080 hours to be accounted for by each Employee through hours worked on assigned shifts, holidays, and authorized leave time. Additional work hours outside regular hours as necessary may be required.
- 12.2 Holiday, sick leave, and vacation shall be calculated on the basis of an eight-hour day.
- 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 Work scheduled shall not be canceled for bargaining unit employees solely on the grounds that the City Hall has been closed on a particular day, due to inclement weather.

## ARTICLE 13: COMPENSATORY TIME

- 13.1 Exempt (non-overtime eligible) Employees

Exempt Employees are expected to work the necessary hours needed to meet the performance expectations in their department. Generally, to meet these expectations, an Exempt Employee may need to work more than 40 hours in a week to accomplish the job without the expectation of overtime pay. For reasons of accountability, Exempt Employees track all hours worked, including the hours worked in excess

of 40 hours per week. For those additional hours worked, exempt employees may accrue banked time on an hour-for-hour basis. Vacation, sick leave and compensatory time don't count toward "hours worked." Paid holidays do count toward hours worked. No more than 8 hours of banked time may be used in a one week period without prior approval of the Chief or City Manager. No more than 40 hours of accrued banked time may be carried over beyond December 31 of each year without prior approval from the City Manager. Accrued banked time will not be paid out to Exempt Employees upon separation from the City.

## ARTICLE 14 – ELECTRONIC COMMUNICATIONS

- 14.1 The City agrees to 2.5 hours of straight time to be added to Captain's per pay period wages to compensate for on-call coverage during the period they are scheduled to be on-call.

## ARTICLE 15: WORKING OUT OF CLASSIFICATION

- 15.1 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 16: INSURANCE

- 16.1 All eligible Employees shall be offered participation in the Employer's group insurance programs on the same basis as offered to the majority of other employees of the City. An eligible Employee is defined as an individual who would be covered under the insurance coverage provisions of the City's personnel policies. The Employer will make available and contribute toward group insurance on the same basis as the program in effect for a majority of the other active employees of the City.
- 16.2 Employees covered by this agreement shall be eligible to participate in the pretax health benefits cafeteria plan available to non-organized employees of the City which allows designation of some compensation for use to cover certain health expenses pursuant to the provisions of the plan and applicable tax code provisions.
- 16.3 Employees hired before March 1, 2007, who meet the following eligibility conditions and requirements, may participate in the essential retiree insurance program:
- A. The program shall be available only to essential Employees hired before March 1, 2007, who retire from City employment with at least 20 years of service as an essential Employee with the City.
  - B. Eligibility for the City contribution to the program shall commence on the later of the Employee's retirement or 55th birthday and will cease at the earlier of the Employee's death or 65th birthday.

- C. Any Employee who retires with twenty or more years of service but before reaching age 55 must maintain coverage with the group, unless the Employee is ineligible for coverage because of residency, at the employee's own expense in order to remain eligible for the City contribution at age 55.
- D. The Employer's contribution toward this program shall be equal to the amount of the Employer's contribution toward the premium of single health insurance under the group plan or plans available to active Employees.
- E. For purposes of this program, the term "essential employee" means an Employee holding a position eligible to be covered and in fact covered by the Public Employees Police and Fire retirement fund, as defined in M.S. 353.64.
- F. The City contribution for retirees will be toward health insurance coverage under any available City group plan. In the event that an eligible retiree subsequently becomes ineligible for coverage under any available City group plan because of residency, the City will pay an amount up to the highest basic single group insurance premium that is paid by the City for active employees provided the retiree provides proof of coverage under a different health insurance policy. This City contribution will be paid to the applicable insurer.

## ARTICLE 17: UNIFORMS

- 17.1 Employees shall be reimbursed for maintenance and replacement of uniforms in the amount of \$870 during the terms of this contract. Payment of this amount shall be made in conjunction with the second pay period in the month of January of each year.
- 17.2 Uniform allowance is paid in advance. Any Employee leaving employment prior to the end of the year for which a clothing allowance was paid, shall reimburse the Employer for the unused portion of the allowance with the allowance to be prorated on a monthly basis. **Employees who leave service prior to the 15<sup>th</sup> of a month will be subject to reimbursement for that month.** The reimbursement payable shall be deducted from the Employee's last check or from the employee's severance pay.

## ARTICLE 18: HOLIDAYS

- 18.1 Employees shall be off with pay on the holidays recognized by the Employer where the city offices are closed for business, same as non-represented exempt employees.
- 18.2 All full-time Employees will be entitled to 1 floating holiday (8 hours) per year to be taken on a day of their choice with the approval of their supervisor. The 8 hours of floating holiday is vested for employees as of January 1.
- 18.3 Newly hired Employees starting between January 1-June 30 in a given year will receive 1 floating holiday (8 hours), and those starting between July 1-December 31 will receive a half-day floating holiday (4 hours).

- 18.4 The floating holiday must be taken in at least 4-hour increments. Full-time Employees may not carry over their floating holiday to the next calendar year unless authorized by the City Manager.

## ARTICLE 19: VACATIONS

- 19.1 Vacation will accrue in accordance with the following schedule. All vacation requests are subject to the advanced approval of the Chief. Overall administration of the vacation benefits will be consistent with unrepresented employees. The City Manager may grant additional vacation to an employee or a job candidate when they determine it is in the best interest of the City. Monthly accrued vacation becomes available as of the 1<sup>st</sup> day of the month. Employees who start after the 15<sup>th</sup> of the month will accrue ½ of the vacation allotment for the month they start employment. Employees are responsible for using only the hours accrued and are not entitled to carry a negative vacation balance. Should an employee reach a negative vacation leave balance, they may be subject to disciplinary action. Refer to the vacation accrual schedule to plan accordingly.
- 19.2 Full-time Employees will be paid unused accrued vacation, subject to the post-employment health care savings plan contributions (as applicable) following separation of employment. The rate of pay will be the Employee's base rate of pay at the Employee's separation date.
- 19.3 For the purpose of determining when an Employee qualifies for 10-hours of vacation accrual each month after 5 years of service with the City, an employee (hired before January 1, 2005) whose employment begins between January 1 and September 30 will be deemed to have completed one year of service on January 1. An Employee who starts employment on or after October 1 is deemed to have completed 1 year of service on January 1 following their anniversary of employment.
- 19.4 Employees hired after December 31, 2004 will have vacation leave accruals adjusted on his or her anniversary date of employment, unless otherwise specified.
- 19.5 Employees who have been with the City 14 years or fewer may not carry over more than 160 hours of vacation into the next calendar year without approval from the City Manager.
- 19.6 Employees who have completed 14 years of service and have begun their 15<sup>th</sup> year of service or longer may not carry over more than 200 hours of vacation into the next calendar year without approval from the City Manager.

Years of Eligible Service	Monthly Accrual Hours	Annual Accrual Hours	Maximum Carry-over
1-5 Years	6.66 Hours	79.92 Hours	160 Hours
6-10 Years	10 Hours	120 Hours	
11 <sup>th</sup> Year	10.66 Hours	127.92 Hours	
12 <sup>th</sup> Year	11.34 Hours	136.08 Hours	
13 <sup>th</sup> Year	12 Hours	144 Hours	
14 <sup>th</sup> Year	12.66 Hours	151.92 Hours	
15 <sup>th</sup> -20 <sup>th</sup> Year	13.34 Hours	160.08 Hours	200 Hours
21 <sup>st</sup> Year	14 Hours	168 Hours	

22 <sup>nd</sup> Year	14.67 Hours	176.04 Hours	200 Hours
23 <sup>rd</sup> Year	15.34 Hours	184.08 Hours	
24 <sup>th</sup> Year	16 Hours	192 Hours	
25 <sup>th</sup> Year	16.67 Hours	200.04 Hours	

## ARTICLE 20: SICK LEAVE & SEVERANCE PAY

- 20.1 Sick leave shall be granted to all full-time Employees at the rate of 8 hours for each calendar month of full-time status, or fraction thereof. Employees who will be out of the office on sick leave for more than 3 consecutive working days are required to notify Human Resources to determine if the leave qualifies under FMLA. Monthly accrued sick leave becomes available as of the first day of the month. Employees are responsible for using only the hours accrued and are not entitled to carry a negative sick leave balance. Should an employee reach a zero sick leave balance, they are subject to disciplinary action and will automatically have other paid leave deducted from their accumulated balance if any is available.
- 20.2 Severance pay will be computed at one-half of all accrued sick leave at the Employee's current hourly rate, not to exceed 480 hours, upon the death or severance of an Employee under honorable conditions, provided the employee has a minimum of three years of employment with the Employer.

## ARTICLE 21: WELLNESS PROGRAM

- 21.1 Employees will be eligible to participate in the Employer's Wellness Program (Biometric Screenings) on the same basis as the Employer's non-union employees. In the event that the Employer's wellness program incentives change in total value, up-to 16 hours of vacation or up-to \$400.00, the parties may renegotiate this issue. Both parties agree it is reasonable for the Employer to modify biometric screening categories and thresholds from time to time to better meet Employer wellness programming goals and that such modifications will not be considered a change in value that would require renegotiation.

## ARTICLE 22: INJURY ON DUTY

- 22.1 An Employee injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed the Employee's regular pay by the Employer for 90 workdays. The Employer will pay the difference between the Captain's weekly pay and the employee's weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an Employee may draw on the employee's accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the Employee to

provide a doctor's certificate stating that the Employee is capable of returning to work, either in a limited duty capacity or to resume Employee's normal duties.

## ARTICLE 23: COMPUTATION OF SERVICE TIME

- 23.1 In computing service time for vacation purposes, the following formula will prevail:
- A. When the entrance date of employment with the Employer is on January 1 or after and prior to October 1 of any year, Employees will be deemed to have completed one year of service at 11:59 p.m. on December 31 of such year.
  - B. When the entrance date of employment with the Employer is on October 1 or after and prior to December 31 at 11:59 p.m. of any year, Employees will be deemed to have completed one year's service on December 31 at 11:59 p.m. following the Employee's first anniversary of employment with the Employer.
- 23.2 The anniversary date of employment will be used for computing time in service for pay increments.

## ARTICLE 24: WAGES

- 24.1 Captains shall be paid on the following schedule:

Effective January 1, 2023	Step1	Step 2	Step 3	Step 4	Step 5
<b>Current</b>	<b>\$ 130,374.40</b>	<b>\$ 133,993.60</b>	<b>\$ 137,675.20</b>	<b>\$ 141,440.00</b>	<b>\$ 145,350.40</b>
<b>Hourly Rate</b>	\$ 62.68	\$ 64.42	\$ 66.19	\$ 68.00	\$ 69.88
<b>January 1, 2023 3% COLA</b>					
<b>Annualized</b>	\$ 134,285.63	\$ 138,013.41	\$ 141,805.46	\$ 145,683.20	\$ 149,710.91
<b>Hourly Rate</b>	\$ 64.56	\$ 66.35	\$ 68.18	\$ 70.04	\$ 71.98
<b>7/1/2023 1% COLA Increase</b>	\$ 65.21	\$ 67.02	\$ 68.86	\$ 70.74	\$ 72.70
<b>Annualized</b>	\$ 135,628.49	\$ 139,393.54	\$ 143,223.51	\$ 147,140.03	\$ 151,208.02

## ARTICLE 25: WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with provisions of this Agreement, are hereby superseded.
- 25.2 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 parties at the time this Agreement was negotiated or executed.

## ARTICLE 26: DURATION

26.1 This Agreement will be effective as of January 1, 2023, and will remain in full force and effect until December 31, 2023. In witness thereof, the parties hereto have executed this agreement on this 21st day of February, 2023.

LAW ENFORCEMENT LABOR SERVICES, INC.

DocuSigned by:  
*Doug Henning*  
DE670AE18AD6489

Doug Henning, Business Agent

DocuSigned by:  
*Brady Madson*  
EB4575EE14E34A7

Brady Madson, Steward

CITY OF COON RAPIDS

DocuSigned by:  
*Jerry Koch*  
E2E995038DB9453

Jerry Koch, Mayor

DocuSigned by:  
*Matt Stemwedel*  
EA1CD94079AA4B8...

Matt Stemwedel, City Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #528)  
AND THE CITY OF COON RAPIDS**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the Law Enforcement Labor Services, Inc. (Local # 528) and the City of Coon Rapids 2022-2023 Collective Bargaining Agreement.

**B. Duration**

This Memorandum shall become effective January 1, 2023 and shall terminate effective December 31, 2023, unless specifically renewed by both parties for a definitive period of time prior to December 31, 2023.

**C. Administration**

The City of Coon Rapids will handle the administrative responsibilities of remitting and accounting for the Law Enforcement Labor Services, Inc. (Local #528) Union employee contributions to the Minnesota State Retirement System as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

**D. Employee Contributions HCSP**

Under this Memorandum, contributions to the HCSP will be established for the LELS (Local #528) Union employees by the LELS (Local #362) Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS (Local #528) Union. All employees in the bargaining unit will contribute at the following levels:

*At separation, the cash equivalent of all accrued vacation time as described in Article 19 of the Labor Agreement between LELS (Local #528) and the City of Coon Rapids.*

*At separation, the cash equivalent of all accrued sick leave time as described in Article 20 of the Labor Agreement between LELS (Local #528) and the City of Coon Rapids.*

*2% of the employee's gross pay.*

**City of Coon Rapids**

**Law Enforcement Labor Services, Inc. (Local #528)**

DocuSigned by:  
Matt Stewwedel  
EA1GD94079AA4B8...

2/23/2023

Matt Stewwedel  
City Manager

Date

DocuSigned by:  
Doug Henning  
DF670AF18AD6489...

2/24/2023

Doug Henning  
Business Agent

Date

DocuSigned by:  
Ashley Hansen  
119CA14E0F994D8...

2/23/2023

Ashley Hansen  
City Financial Director

Date

DocuSigned by:  
Brady Madson  
EB4676EF14F34A7...

2/27/2023

Brady Madson  
Steward

Date