

LABOR AGREEMENT BETWEEN  
THE CITY OF WHITE BEAR LAKE  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 286)  
POLICE SERGEANTS

January 1, 2021 - December 31, 2021

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Master Labor Agreement Between  
City of White Bear Lake and Law Enforcement Labor Services, Inc. (Local No. 286)  
January 1, 2021

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of White Bear Lake, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

## **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 01-PCE-583 as: All essential licensed supervisory employees of the White Bear Lake Police Department, White Bear Lake, Minnesota, who are public employees within the meaning of Minnesota Statute.
- 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 UNION: Law Enforcement Labor Services, Inc. (Local No. 286).
- 3.1 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 286).
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 DEPARTMENT: The White Bear Lake Police Department.
- 3.4 EMPLOYER: The City of White Bear Lake.
- 3.5 CHIEF: The Chief of the White Bear Lake Police Department.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local No. 286).

- 3.7 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.8 REST BREAK: Periods during the SCHEDULED SHIFT during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.9 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

#### **ARTICLE 4. EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other intentional interference with the normal functions of the Employer.

#### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

#### **ARTICLE 6. UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Employer agrees to cooperate with the Union in facilitating the deduction of Fair Share Fees as provided in Minnesota Statutes Section 179A.06, Subd. 3.

- 6.3 The Union may designate Employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.4 The Employer shall make space available on the employer bulletin board for posting Union notice(s) and announcement(s).
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

### **7.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

### **7.2 UNION REPRESENTATIVES**

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.3 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**

Grievance, 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 of 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. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative'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 to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of 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 close of the hearing or the submission of briefs by the parties, whichever is 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 proceeding, 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.

## **ARTICLE 8. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of White Bear Lake. 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 written request of either party.

## **ARTICLE 9. SENIORITY**

- 9.1 Department Seniority shall be determined by the Employee's length of continuous employment with the Police Department.
- 9.2 Classification Seniority shall be determined by the Employee's length of continuous employment in the job classification of Sergeant.
- 9.3 Seniority rosters shall be maintained by the Chief on the basis of Department



Seniority and Classification Seniority. The Chief shall post the rosters in an appropriate location

- 9.4 Senior qualified Employees shall be given shift assignment preference.
- 9.5 One continuous vacation period shall be selected on the basis of classification seniority by March 15 of each 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) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge.
- 10.2 Suspension, demotions and discharges will 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 will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

#### **ARTICLE 11. CONSTITUTIONAL PROTECTION**

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

## **ARTICLE 12. WORK SCHEDULE**

- 12.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each Employee through:
- a) Hours worked on assigned shifts;
  - b) Holidays;
  - c) Assigned training;
  - d) Authorized leave time.
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

## **ARTICLE 13. OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate, to include assignment pay for those employee's who currently receive such compensation, for hours worked in excess of the Employee's regular scheduled shift and flex-time. When not preceded by a four day written or oral notice from the City and acknowledged by the Employee, assigned hours worked other than those previously scheduled, plus flex-time, shall be compensated at the rate of one and one-half (1½) times the Employee's base rate.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 13.7 At the request of the Employee and with the approval of the Chief of Police or the Chiefs designee, overtime may be accumulated and used as compensatory time. Compensatory time, in lieu of overtime, shall accrue at the same rate as overtime except as provided in Article 24 of this agreement and may accrue to a maximum of

forty-four (44) hours. Employees must request compensatory time off in the same manner as they request vacation and use is subject to departmental staffing needs. Compensatory time cannot be carried over from year to year, any unused balance of compensatory time will be paid out on the last payroll of December each year. Employees will be paid out compensatory time balances on their final paycheck when employment is terminated.

#### **ARTICLE 14. COURT TIME**

- 14.1 An Employee who is required to appear in Court during the Employee's scheduled off- duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. If an employee is scheduled and has completed an 11 p.m. to 7 a.m. shift on that day the Employee is required to appear in court, that Employee shall receive a minimum of three (3) hours pay at one and one-half (1½) times the Employee's regular base rate. An extension or early report to a regularly scheduled shift for Court appearances does not qualify the Employee for the three (3) hour minimum.
- 14.2 If court appearance is required of an Employee during the Employee's off duty time and the court appearance is canceled, the Employee will be given a twenty-four (24) hour notice of cancellation. If notification of cancellation is not given in the twenty-four (24) hour time frame, the Employee will receive two (2) hours pay at one and one-half (1½) times the employee's base rate. Proper notification of court cancellation consists of a court cancellation notice being placed in the Employee's mail slot. The notice will be stamped with the date and time it is placed in the Employee's mail slot, thereby, constituting proper notification if prior to twenty-four (24) hours of the court assignment time. It will be the Employee's responsibility to ascertain if the Employee has received a cancellation notice.

#### **ARTICLE 15. CALL BACK TIME**

An Employee who is called to duty during the Employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) time 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 two (2) hour minimum.

#### **ARTICLE 16. INSURANCE**

- 16.1 Effective January 1, 2021, employees may select one of the following options for medical/health and life insurance:

a. Single Coverage Passport Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	661.94	622.76	607.78
City Contribution	563.00	557.00	581.00
Employee Contribution	98.94	65.76	26.75

*\*City's contribution assumes non-smoking incentive*

b. Employee + 1 Coverage Passport Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	1,455.51	1,369.36	1,336.42
City Contribution	1,033.00	1,022.00	1,072.00
Employee Contribution	422.51	347.36	264.42

*\*City's contribution assumes non-smoking incentive*

c. Multiple Dependent Coverage Passport Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	1,850.51	1,740.98	1,699.11
City Contribution	1,286.00	1,272.00	1,366.00
Employee Contribution	564.51	468.98	363.11

*\*City's contribution assumes non-smoking incentive*

d. Single Coverage Vantage Plus Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	595.75	560.48	547.00
City Contribution	561.00	555.00	547.00
Employee Contribution	34.75	5.48	-0-

*\*City's contribution assumes non-smoking incentive*

e. Employee + 1 Coverage Vantage Plus Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	1,309.96	1,232.42	1,202.78
City Contribution	1,029.00	1,018.00	1,068.00
Employee Contribution	280.96	214.42	134.78

\*City's contribution assumes non-smoking incentive

f. Multiple Dependent Coverage Vantage Plus Network:

	\$1,000 CMM	\$2,000 CMM	\$2,800 H.S.A
Premium	1,665.46	1,566.88	1,529.20
City Contribution	1,281.00	1,267.00	1,331.00
Employee Contribution	384.46	299.88	198.20

\*City's contribution assumes non-smoking incentive

16.2 For Employees who do not opt for insurance and provide evidence of medical insurance from another group medical plan, the EMPLOYER will contribute two hundred and sixty-two dollars (\$262.00) per month toward an EMPLOYER approved deferred compensation plan.

16.3 Health Savings Account Contribution. The Employer will contribute the following toward the deductible for employees choosing the high deductible plan referred to as the H.S.A. \$2,800 plan:

Single	\$00 Annual Contribution (\$29.17 per pay period)
Employee + 1	\$1,400 Annual Contribution (\$58.33 per pay period)
Multiple Dependents	\$1,400 Annual Contribution (\$58.33 per pay period)

## **ARTICLE 17. UNIFORMS**

For 2021 the EMPLOYER will provide seven hundred and fifty dollars (\$750) to each Employee for the purpose of purchasing and maintaining necessary uniforms and personal equipment. Payment of this sum will be made by June 15 of the appropriate year and the allowance will be pro-rated monthly in the event of mid-year termination of an Employee.

## **ARTICLE 18. 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 Workers' Compensation insurance payments for a period not to exceed ninety (90) working days initial waiting period paid injury. The three (3) day waiting period shall be charged to the Employee's sick leave account less Worker's Compensation Insurance payments.

## **ARTICLE 19. COMPENSATION**

- 19.1 Employees will be compensated in accordance with the tables included in Appendix A.
- 19.2 For the purpose of determining the level of compensation for 2021, the most recent Employee performance evaluation shall be used unless an Employee requests a mid-year evaluation, in which case, effective January 1, such Employees shall be compensated at minimum level for the appropriate years of service and following the mid-year performance evaluation, the Employee's compensation shall remain the same or be increased, retro-active to January 1, to the level determined through the performance evaluation.
- 19.3 The tables contained in Appendix A illustrate three performance levels; Improvement Required, Meets Requirements, and Exceeds Expectations. Compensation set for the Improvement Required level shall be the minimum rate for the corresponding years of service and the rate set for Exceeds Expectations shall be the maximum between which shall be considered the salary range for Sergeants. The Meets Requirements rate shall be considered midpoint in the range.
- 19.4 Employees who dispute their placement in the compensation range may appeal to the City Manager. If no satisfactory resolution is reached in this appeal, the Employee may utilize the grievance procedure of Article 7.

## **ARTICLE 20. HOLIDAYS**

- 20.1 Employees assigned by the EMPLOYER to work on Christmas Day, Thanksgiving Day, July 4th, Memorial Day, Labor Day, Veteran's Day, President's Day, or New Year's Day shall receive an additional one-half (½) hour holiday credit under Article 12 for each hour worked on those days.
- 20.2 Employees normally scheduled to work five (5) consecutive eight (8) hour shifts shall receive twelve (12) paid holidays per year. All other Employees shall receive ninety-six (96) holiday hours per year.
- 20.3 Any unused holiday hours as of December 31 will be converted according to the employee's base hourly rate and the value credited to the employee's Individual Health Care Savings Account.

## **ARTICLE 21. VACATIONS**

All Employees shall be eligible for vacation leave except that no Employee shall be allowed to use vacation leave until completion of one (1) full year of employment. Employees shall accrue vacation leave according to the following schedule.

0-2 years of service	10 days per year
2-5 years of service	15 days per year
5+ years of service	20 days per year

Employees shall be eligible for payment of all accrued and unused vacation time upon separation of employment. The maximum accrual of vacation time is 240 hours.

## **ARTICLE 22. SICK LEAVE**

Sick leave is accrued at a rate of seven (7) hours per month. Sick leave may be used only in the case of actual illness or injury to an Employee, serious illness or death in the immediate family or for visits by the Employee to a physician or dentist. Use of sick leave to care for family members shall be consistent with *Minn. Stat.* § 181.9413, as amended. The Employer retains the right to request medical certification to verify an illness and how much time may be taken off by an Employee as a result of such an illness.

## **ARTICLE 23. PARENTAL LEAVE**

In recognition of the importance of family and work life integration, it is the policy of the City of White Bear Lake to provide paid and unpaid parental leave benefits to benefit-earning

employees due to the birth of an employee's child or the placement within an employee's home of an adopted child to provide parents of all genders time to bond with newborn children or newly-adopted children in hopes of setting children up for long term health and wellbeing.

This policy applies to all eligible benefit-earning City employees who have been employed by the City and are benefit earning for a minimum of one continuous year (12 months). This policy is separate and distinct from any other City benefit.

Paid parental leave will be provided to regular benefit-earning employees (regardless of gender) who meet eligibility requirements, as described above, and who become biological or adoptive parents in conjunction with childbirth or adoptions occurring on or after January 1, 2020. Surrogate mothers and sperm or egg donors are excluded from coverage.

The paid parental leave benefit provides 100% of the employee's regular base wage (does not include overtime, supplemental pay, and/or other additional pay) for regularly scheduled work hours, for up to 10 consecutive working days (or 80 hours). The benefit begins on the employee's first scheduled work day after the baby's birth or placement for adoption (pro rata hours for regular part-time employees). Multiple births or adoptions (i.e. twins, triplets), medical conditions, and/or other circumstances will not increase the length of paid leave granted. For the purpose of this benefit, holidays will be counted as a regularly scheduled work day and will be included in the 10 work day (80 hours) count. Employer benefit contributions and leave accruals continue during paid parental leave. However, accruals shall not exceed contractual or ordinance maximums allowed for each respective leave. Paid parental leave will run concurrently with FMLA, MN Parental Leave and/or Short Term Disability and does not extend the length of these leaves or programs.

Unpaid parental leave will also be provided to eligible employees in accordance with the MN Parental Leave Act. Unpaid parental leave must be taken within 12 months of a child's birth or adoption and eligible employees can choose when the leave will begin. The maximum amount of parental leave (including both paid and unpaid leave) is 12 weeks.

Eligible employees intending to use of paid parenting leave must submit a request form (attached) to the City Manager's Office before the anticipated birth or adoption of the child and, preferably, with FMLA (and, if applicable, Short Term Disability insurance) paperwork. In no event will the combination of FMLA and parental leave exceed 12 weeks duration. The employee shall be returned to the position that the employee vacated at the commencement of leave or to a position of like status and pay.

#### **ARTICLE 24. SEVERANCE PAY/RETIREMENT INSURANCE CONTRIBUTION**

24.1 After ten (10) years of continuous employment with the City, an Employee of this unit shall, upon honorable severance, receive one-half (½) of the Employee's



accumulated sick leave to a maximum of six hundred (600) hours placed into the Employee's individual MSRS Health Care Savings Plan.

## **ARTICLE 25. VOLUNTARY TRAINING AND ASSIGNMENTS**

25.1 EMPLOYEES requesting and receiving permission to participate in or attend voluntary training, SWAT call-outs, SWAT training and department stand-by shall be compensated at an hour for hour (1:1) in compensatory time.

## **ARTICLE 26. FALSE ARREST INSURANCE**

The Employer shall provide the Employees with a False Arrest Insurance Policy.

## **ARTICLE 27. POST LICENSURE**

Effective January 1, 2015 forward, the City shall pay for an employee's POST Licensure as follows: Newly hired employees will be responsible for their initial POST Licensure fees of the first license term. All other employees shall be reimbursed for the full cost of their subsequent POST License fees, at the cost level set by the POST Board. If an employee voluntarily leaves the city's employment with more than one year remaining on the term of the employee's POST License, a pro-rated refund shall be issued to the City by the employee.

## **ARTICLE 28. WAIVER**

27.1 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.

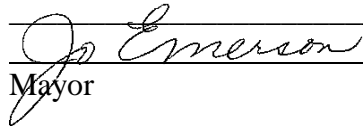
27.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing to 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 may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 29. DURATION**

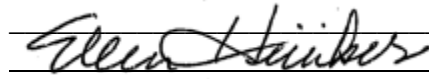
This Agreement shall be effective as of January 1, 2021, except as herein noted, and shall remain in full force and effect until the thirty-first day of December 2021. In witness whereof, parties hereto have executed this Agreement on this 14<sup>th</sup> day of December, 2020.

FOR THE CITY OF  
WHITE BEAR LAKE:

FOR LAW ENFORCEMENT  
LABOR SERVICE, INC. (LOCAL NO. 286):

  
\_\_\_\_\_  
Mayor

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

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

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

**Appendix A**

2021 Wage Rates:

	Annual Salary
Start	
After 1 year	\$ 94,588.00
After 2 years	\$ 97,609.00
After 3 years	\$ 100,628.00

Longevity (Effective January 1, 2017):

After four (4) years of continuous employment in the bargaining unit, employees shall be paid three percent (3%) in addition to their regular rate of pay.

After eight (8) years of continuous employment in the bargaining unit, employees shall be paid five percent (5%) in addition to their regular rate of pay.

Education Incentive (Effective January 1, 2017):

Upon successful completion of the probationary period, employees who obtain or have obtained a graduate degree related to law enforcement shall also be eligible for four percent (4%) in addition to their regular rate of pay.