

AGREEMENT

By and Between

CITY OF BABBITT



and

LAW ENFORCEMENT LABOR SERVICES



Representing:

ESSENTIAL GROUP - POLICE

January 1, 2024 through December 31, 2026

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LABOR AGREEMENT BETWEEN
CITY OF BABBITT
AND
LAW ENFORCEMENT LABOR SERVICES – LOCAL NO. 559
ESSENTIAL GROUP – POLICE

ARTICLE 1: PURPOSE OF AGREEMENT.

This AGREEMENT is entered into between the City of Babbitt, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc., Local # 559 hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- Section 1.** Place in written form the Parties' full agreement on terms and conditions of employment for the stated duration of this AGREEMENT.
- Section 2.** Establish procedures for the resolution of disputes concerning the AGREEMENT'S interpretation and/or application.

ARTICLE 2: RECOGNITION

- Section 1.** The City of Babbitt recognizes Law Enforcement Labor Services, Inc. as the exclusive bargaining representative, as certified by the Bureau of Mediation Services, Case No. 24PRE0279, for:

All essential employees of the City of Babbitt whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 workdays per year, excluding supervisory and confidential employees.

- Section 2.** Neither the EMPLOYER nor the UNION shall enter into any agreements covering terms and conditions of employment with the employees' bargaining unit under the jurisdiction of this AGREEMENT or the EMPLOYER, either individually or collectively, which in any way conflicts with the terms and conditions of this AGREEMENT, except through the certified representative.

ARTICLE 3 UNION SECURITY

- Section 1.** The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover the monthly dues. Such monies shall be remitted as directed by the UNION.
- Section 2.** 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 ARTICLE 3, Section 1.
- Section 3.** The UNION may designate necessary employees from the bargaining unit to act as UNION Steward. The UNION shall notify the EMPLOYER in writing of employees so designated and changes in such designation.
- Section 4.** The UNION Business Agent, or an authorized representative, shall be permitted to enter the facilities of the EMPLOYER to conduct official UNION business.
- Section 5.** The EMPLOYER shall provide reasonable space on employee bulletin boards for the posting of official UNION notices and announcements.
- Section 6.** The EMPLOYER shall notify Law Enforcement Labor Services in writing monthly of the name, address, and job classification of all new employees covered by this AGREEMENT, and the names of any employees who have separated from employment. This notification shall be included with the remittance of dues.

ARTICLE 4: EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT the UNION shall not cause, encourage, participate in, or support any strike or slow-down affecting the EMPLOYER.

ARTICLE 5: EMPLOYER AUTHORITY

- Section 1.** The EMPLOYER retains the full and unrestricted right, except as limited by this AGREEMENT, 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 and to establish work schedules.

ARTICLE 6: WORK SCHEDULES

- Section 1.** Except as expressly provided in this Article, the sole authority in establishing work schedules is the EMPLOYER.
- Section 2.** Employees may switch shifts as long as the switching shifts does not lead to additional overtime. Employees must notify the Chief of the change in writing prior to the change.
- Section 3.** When a shift becomes open, and no employee covered by this agreement agrees to do the work, the police Chief or a part time employee may cover the shift.
- Section 4.** All "on-call" shifts will be offered to bargaining unit employees first. An on-call shift is a shift where an officer covers for a fellow officer while the officer on duty is out of town for work related matters or any other time where an officer is directed to be on an "on-call" status.
- Section 5.** An employees' scheduled day off shall not be changed when it abuts a vacation request, except in a case of emergency.
- Section 6.** 12-HOUR SHIFT LANGUAGE: The EMPLOYER and the UNION agree that the regular, full-time Police Officers in the Babbitt Police Department shall work 12-hour shifts . consisting of five (5) days on, two (2) days off; two (2) days on and five (5) days off, and subject to the following:
- (a) All regular Police Officer schedules shall be posted one week before the start of the month.
 - (b) Schedules shall be set for the entire month and shall not be changed, except in an emergency situation, or unless by mutual agreement between the Chief of Police (or acting interim Chief of Police) and the Employee being affected.
 - (c) If an open shift arises after the monthly schedule is posted, the open shift shall be offered to a part-time Police Officer before it is offered to a full-time Police Officer, except in an on-call situation.
 - (d) Shifts shall be 12-hours in length per Police Officer
 - (e) One flex position shall be allowed as part of the 12-hour shift scheduling arrangement in order to be able to cover shifts for employees who are utilizing vacation, comp time, holiday time, or sick time.

ARTICLE 7: OVERTIME.

- Section 1.** Hours worked in excess of twelve (12) hours per day or eighty- four (84) hours bi-weekly shall be compensated at one and one-half (1½) times the employee's regular base pay rate. For hours that exceed the Fair Labor Standards Act's requirements, the employee shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay.
- Section 2.** Overtime shall be distributed as equally as practicable.

- Section 3.** Overtime refused by employees shall, for record purposes, under ARTICLE 7, Section 2, be considered as unpaid overtime worked.
- Section 4.** For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- Section 5.** Employees working within the employee's own department shall, for all hours worked, from 5:00 p.m. December 31st to 1:00 a.m. January 1st, receive two (2) times the regular rate of pay.
- Section 6.** In the event an employee responds to an ambulance call during their shift, the employee shall be paid their regular rate of pay as outlined in the labor agreement. For responses outside the employee's shift, the employee shall be eligible for overtime pay. After the normal scheduled shift ends, they shall revert to the rate of pay (non-contractual) allowed for such ambulance calls.
- Section 7.** **High school activities:** When working a high school activity, full-time employees shall be paid a minimum of three (3) hours at time and one-half (1½) of the regular shift rate of pay.
- Section 8.** **Compensatory Time in Lieu of Paid Overtime:** At the employee's choice, overtime compensation earned as described in Article 7, Section 1, may be accrued as compensatory time off in lieu of overtime pay by making the request on the employee's timecard for the pay period in which the overtime occurred.
- a. Employees may use accrued compensatory time as paid time off at their discretion so long as it does not unduly interfere with the operation of the EMPLOYER by notifying the Employer in advance in writing.
 - b. Compensatory time shall be limited to forty-eight (48) hours earned and used per year with no rebuilding or carryover. Although the City has a strong preference that employees use their comp time by the end of each year, balances in an employee's comp bank shall be paid to the employee with their first payroll of December of each year unless arrangements are made with the Clerk-Treasurer to take time off before the end of that year. If during that period an act of God event forces said employee to work and not be able to use comp time, employee shall be paid the comp time in excess of time worked for said day, unless employee and Clerk-Treasurer make other arrangements. Balances in employees comp bank shall be paid out when an employee leaves City employment.

ARTICLE 8: CALL BACK and STANDBY

- Section 1.** An employee called in for work at a time other than his normal scheduled shift shall be compensated for a minimum of three (3) hours pay at one and one-half (1½) times the employees base pay rate. An extension of, or early report to an assigned shift, is not a call back.

STANDBY:

Section 2. An employee placed on standby at a time other than his normal scheduled shift shall be compensated for a minimum of three (3) hours pay at one and one-half (1½) times the pay rate. An employee on standby who is asked to respond shall be paid at one and one-half (1½) times the pay rate for actual time worked, in one half hour increments.

ARTICLE 9: HOLIDAYS

Section 1. Employees shall be entitled to the following paid Holidays:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Easter Monday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
	Juneteenth

In addition to the herein stated holidays, employees scheduled to work shall receive the afternoon off with pay (1200 to 1600 hours), beginning when the City closes, for Good Friday, New Year's Eve, and Christmas Eve. Employees scheduled to work shall be subject to returning to work for the afternoon in the event of an emergency. In addition, employees shall also receive a 4-hour floating holiday to be used on Christmas Eve or New Year's Eve.

Section 2. For the above-named holidays, all full-time employees shall receive twelve (12) hours of pay, subject to the requirements of ARTICLE 9, Section 4.

Section 3. All full-time employees who are required to work on any of the designated holidays shall be compensated at one and one-half (1½) times their rate of pay, as well as the regular rate of Section 2 above, and such hours shall be used to compute overtime for hours worked over eighty-four (84) bi-weekly. When an employee works a holiday, they shall be paid time and one-half (1½) at the appropriate shift rate for all hours worked plus holiday pay, if applicable.

Section 4. Employees shall be required to work their scheduled workday prior to the holiday and their next regular scheduled workday after the holiday to qualify for holiday pay. If an employee is sick on his regularly scheduled workday prior to or after the holiday, a doctor's certificate shall be required. In case of a death in the immediate family, ARTICLE 16, Funeral Leave shall apply.

Section 5. A holiday shall be considered as time worked when computing overtime under Article 7, Overtime Pay.

Section 6. When a paid holiday falls on an employee's scheduled day off or during his vacation period, he shall receive an additional day of pay or an additional day of paid vacation time, at the option of the employee, providing said employee, in choosing the option, notifies the employer at least five (5) working days prior to the holiday or by the last day

of work prior to vacation. The Police Chief, or their designee, shall make the final decision as to the day to be taken off.

Section 7. In addition to the herein stated holidays, employees who are scheduled to work on Good Friday shall be allowed the afternoon off with pay from 12:00 noon to 3:00 p.m.

Section 8. All employees shall be allowed a paid personal leave of two (2) 12-hour days per year to be taken at the employee's discretion, provided that no more than one employee shall take personal leave at one time, and notification in writing must be filed with the Police Chief. Further, the day of personal leave shall not be considered as hours worked for the purpose of computing overtime.

ARTICLE 10: VACATION

VACATIONS:

Section 1. All full-time employees shall receive vacation with pay as follows:

YEARS OF SERVICE	HOURS OF VACATION
After 1 year of continuous service	40 Hours
After 2 years of continuous service	80 Hours
After 5 years of continuous service	120 Hours
After 10 years of continuous service	160 Hours
After 15 years of continuous service	200 Hours
After 20 years of continuous service	240 Hours
After 25 years of continuous service	8 hours for each Year worked over 25 Years

Section 2. In determining length of continuous service, no deduction shall be made for sickness, military service, or leave of absence of thirty (30) days or less.

Section 3. From March 1 to March 15 of each calendar year, or as soon as practicable, department heads shall consult with all regular employees entitled to vacation, and from such consultation, a working schedule for vacation periods shall be established, subject to Council approval. In determining vacation schedules, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service shall permit, it being understood that the rights of the most senior employee shall prevail in the selection of vacation time, when agreement cannot be reached among the employees.

Section 4. An employee's first vacation shall be taken only after completion of a full year of continuous service. Thereafter, vacations may be taken on a calendar year basis starting any time after January 1st. However, it is agreed that should an employee terminate, or be terminated, during a calendar year that contains an increase in the accrual rate ("escalation year"), but prior to completion of their anniversary date of employment, any escalation vacation hours used shall be paid back or shall be withheld by the EMPLOYER.

Section 5. A vacation day shall not be considered as time worked when computing overtime under ARTICLE 7, Overtime Pay.

Section 6. Employees may voluntarily donate unused vacation to another employee who has exhausted their annual vacation, sick, and compensatory leave because of:

1. A personal and prolonged medical condition exists at the time the leave is donated; or
2. A catastrophic illness or injury of a member of the employee's immediate family for whom the employee is needed to provide direct care.

An employee who donates leave shall designate the recipient of the leave.

The recipient of the leave must qualify for the use of sick leave under the applicable requirements.

ARTICLE 11: SICK LEAVE

Section 1. All regular full-time employees shall receive sick leave with pay, and sick leave shall accumulate at the rate of twenty (20) hours per month of service, up to a maximum of one thousand two hundred (1,200) hours. An employee who is absent from work due to illness, for more than 5 days, shall not accumulate sick leave during the time of such absence from work.

Section 1a. Part-time employees who work at least 80 hours per year shall accumulate sick leave at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum of 48 hours of sick leave in one year. A part-time employee may carry over accumulated, unused sick leave to the following calendar year, but may not exceed 80 hours at any time.

Section 2. A note may be required for sick leave absences. In case of an absence of more than three (3) days, a sick slip or return to work slip must be signed by the doctor or other medical professional, or as provided under Minn. Stat. 181.9447, subd. 3 In a case of up to three (3) days absence, the employee shall sign a verification slip, noting their use of sick leave and indicating the general reason for the use of sick leave (illness, injury, parental leave, safety leave)

Section 3. Injury on Duty.

If an employee receives a Workers' Compensation compensable injury, the employee shall receive the difference between the Workers Compensation wage benefit and the employee's regular pay, provided the employee has accrued sick or vacation leave. The difference shall be deducted from the employee's said accrued sick leave or vacation leave benefits.

Section 4. A sick leave day shall not be considered as time worked under ARTICLE 7, Overtime Pay.

Section 5. The EMPLOYER agrees to maintain the Employee Assistance Program, as established by the EMPLOYER on March 28, 1978.

- Section 6.** An employee shall be able to use their accrued sick time due to the illness or injury of the employee's child, adult child, spouse, sibling, mother-in-law, father-in-law, grandchild, grandparent, stepparent, and other persons as provided for in Minn. Stat. 181.9445 for reasonable periods of time as the employee's attendance may be necessary and for the reasons provided in Minn. Stat. 181.9447.
- Section 7.** Medical Emergency Leave and Catastrophic Leave. Advance written notification shall be waived in emergency or catastrophic situations that necessitate an employee's use of sick leave. The EMPLOYER may require documentation of the reasoning for the emergency or catastrophic situation.
- Section 8.** An employee shall be able to use their sick time in accordance with their shift, e.g., Employee is working a 12-hour shift, this Employee shall be allowed to use twelve (12) hours of sick time.

ARTICLE 12: SENIORITY

- Section 1.** Seniority is:
- A. Seniority: Length of continuous service with the EMPLOYER.
 - B. Job Classification Seniority: Length of service in a job classification.
- Section 2.** Seniority shall be broken by voluntary resignation, discharge, or retirement.

ARTICLE 13: LAYOFF

- Section 1.** Employees shall be laid off on the basis of job classification seniority, provided that job-relevant qualification factors between employees are equal.
- Section 2.** Employees laid off by the EMPLOYER shall retain recall rights for a period of two (2) years.
- Section 3.** Recalled employees shall have seven (7) calendar days after notification of recall by certified mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 14: PROBATIONARY PERIODS

- Section 1.** **NEW HIRE, REHIRE PROBATIONARY PERIOD:** All newly hired or rehired employees shall serve a twelve (12) month probationary period. During the probationary period such probationary employee may be terminated at the sole discretion of the EMPLOYER.

- Section 2.** **PROMOTIONAL PROBATIONARY PERIOD:** All promoted employees shall serve a four (4) month probationary period in any job in which the promoted employee has not successfully completed a probationary period. Any employee who does not successfully complete the promotional probationary period shall be returned to the employee's pre-promotion job classification. An employee serving a promotional probationary period, who is returned to the employee's previously held job classification, shall receive a written notice of the reasons for return.
- Section 3.** An employee may return to his previous job classification during the probation period upon written notification to the EMPLOYER.
- Section 4.** Job classification seniority shall be retained when an employee is promoted.

ARTICLE 15: PROMOTIONS AND TRANSFERS

- Section 1.** All vacancies for permanent job openings shall be posted for a period of not less than 14 calendar days.
- Section 2.** Employees interested in making application for such posted vacancies shall do so within the fourteen (14) day posted period. All employees making such application shall be considered for the vacancy.
- Section 3.** The EMPLOYER shall fill vacancies with the most senior qualified employee.

ARTICLE 16: FUNERAL LEAVE

- Section 1.** Three (3) days absence from work without loss of pay shall be allowed an employee in the event of a death of a member of the immediate family.
- Section 2.** For purposes of this Article, immediate family shall be defined as: spouse, children, stepchildren, father, mother, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, or spouse's immediate family.
- Section 3.** In the event travel is required to a point outside a 150-mile radius of the City of Babbitt, an additional two (2) consecutive days shall be allowed.
- Section 4.** Leave shall start on the first full day after notification, and any one of the three (3) or two (2) days shall be the day of the funeral.
- Section 5.** Benefits under this Article shall not be deducted from the employee's sick leave bank.
- Section 6.** Benefits under this Article shall be paid only if the employee attends the funeral of the deceased relative,
- Section 7.** For funerals of persons outside the employee's immediate family, the employee may use up to two (2) days of sick leave, as authorized by the Police Chief.

ARTICLE 17: JURY DUTY LEAVE

JURY DUTY LEAVE: An employee who is required to be absent from work because of jury duty shall be paid the difference between the compensation received for such duty, less paid mileage, and the amount of wages/salary the employee would have earned during the period that the employee served on jury duty. Jury duty pay adjustments shall be made upon presentation of a voucher to the City Clerk-Treasurer showing jury fees received from the Court. In the event a juror's services are not required during a regularly scheduled workday, they shall report to work for that portion of the day when not required for jury duty. Such employee shall supply the EMPLOYER with evidence of the time required for jury duty. Jury duty shall not be included for calculation of overtime hours.

Employees who are scheduled to work afternoon or nighttime shifts shall be placed on day shift during the time spent on jury duty.

ARTICLE 18: DISCIPLINE

Section 1. The EMPLOYER shall discipline for just cause only.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1. The UNION and the EMPLOYER shall attempt to adjust all grievances which may arise by virtue of this AGREEMENT or otherwise in the following manner:

STEP 1. Within ten (10) calendar days of alleged grievance, the aggrieved employee shall request a meeting with the Police Chief for the purpose of addressing the grievance. The Police Chief shall provide the grievant and the UNION with their answer to the grievance within five (5) calendar days after the meeting.

STEP 2. In the event no settlement of the grievance is arrived at, the EMPLOYER shall, upon written request of the UNION, hear the grievance at the next regular City Council meeting, from which time the City Council shall have fifteen (15) calendar days to answer in writing. The Council may designate a committee to hear the grievance in situations that involve private or confidential data, or in situations wherein the date of the next Council meeting creates an unreasonable burden on the UNION, EMPLOYER, or grievant. If a committee shall hear the grievance, the Step 2 grievance shall be scheduled for a date within fifteen (15) calendar days of the filing of the Step 2 grievance. Any action on a grievance, which can be conducted at a regular Council meeting, can also be conducted at a Special meeting called for that purpose by the Council upon mutual agreement between the Council and the UNION.

- STEP 3.** A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved at Step 3 may be appealed to Step 4 within ten (10) calendar days following the end of mediation. 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 appealed to Step 4 shall be submitted to arbitration and the decision of the arbitrator shall be final and binding on the parties. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances 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. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after the submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the Arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

Section 2. ARBITRATOR'S AUTHORITY

- A: The Arbitrator shall have no right to amend, modify, 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 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 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.

- Section 3.** **WAIVER.** Time limits in any of the above steps may be waived by mutual agreement of both parties. Any grievance not processed or answered within the time limits as specified and where mutual agreement or extension on the time limits has not been agreed to, the grievance shall either be deemed as barred from process or ruled in favor of the aggrieved employee.
- Section 4.** The UNION Business Agent and/or the UNION Steward shall have the right to accompany the grievant at all times in the discussion or adjustment of grievances of its members.
- Section 5.** Choice of Remedy. If, as a result of the EMPLOYER's 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 and Step 4 of this Article or to another procedure such as Veterans Preference. If appealed to any procedure other than Steps 3 and 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used—Steps 3 and 4 of this Article or an alternative procedure—and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 20: WAGES

- Section 1.** Employees shall be paid in accordance with the Wages and Salary Schedule incorporated into this Agreement as "APPENDIX A".

ARTICLE 21: TRAINING

- Section 1.** Employees shall be allowed up to two trainings per calendar year for the purpose to better themselves as police officers for the City of Babbitt. Once an officer has completed the training, the officer shall report back to the Chief. The Chief may direct the officer to present what they learned at the training to other officers in the department.
- Section 2.** Employees shall be paid, at straight time, regular rate of pay, for training to retain P.O.S.T. certification and for any other training required by the City, when the training time occurs within the employee's regularly scheduled workday.

ARTICLE 22: WAIVER

Section 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.

Section 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.

ARTICLE 23: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States and the State of Minnesota, and the policies of the City of Babbitt. 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 shall be renegotiated at the request of either party.

ARTICLE 24: HEALTH INSURANCE

Section 1. Per employee, per month for group health insurance premium, including dependent coverage, the EMPLOYER shall contribute up to a maximum of \$1,350.00 effective 01-01-2024, \$1,450.00 effective 01-01-2025, and \$1,550.00 effective 01-01-2026.

In the event that the cost of the health insurance coverage exceeds the cap, any cost above the cap shall be shared on a 50/50 basis between the EMPLOYER and the employee for the duration of this Agreement.

Either party to this Agreement shall have the option (by simply giving written notice to the other party) to reopen negotiations regarding health insurance in a subsequent year of this Agreement. Any such negotiations shall be limited to proposed modifications of the terms of this Article 24, Section 1 and/or proposals to renegotiate or select a new health insurance carrier.

Employer shall, during the term of this Agreement, contribute annually a total of \$2,200.00 (for an employee with single coverage) and \$4,400.00 (for an employee with family coverage) towards the employee's annual health insurance deductible. These amounts shall be contributed by the Employer in the form of a contribution to the Health Care Savings Account ("HSA") established for each employee. The employee shall be responsible for paying the balance of the annual deductible.

The Employer's annual contribution to the Employee's HSA shall be paid by the Employer in four (4) equal installments with each installment payment to be deposited into the Employee's HSA before the end of each quarter (March, June, September, and

December). Upon an Employee's request, the deposit of the Employer's contribution to an Employee's HSA may be advanced or expedited, in the event of a medical or medical expense hardship. For a new Employee who begins employment during the course of any quarter or for a current Employee whose employment ends or is terminated during the course of any quarter, the contribution to said Employee's HSA shall be on a pro-rata basis.

Section 2. **LIFE INSURANCE:** The EMPLOYER shall provide and pay 100% of the premium for group life insurance for each employee. The life insurance coverage shall be \$30,000.

Section 3. **DENTAL INSURANCE:** The EMPLOYER shall contribute up to a maximum of sixty (\$60.00) dollars per month per employee for group dental insurance premiums, including dependent coverage.

Section 4. EMPLOYEES shall be allowed to continue the group health and dental insurance coverage following retirement, at the level immediately preceding retirement, by paying the full regular monthly premium, in advance, to the City. To be eligible to continue coverage under this provision, the EMPLOYEE must notify the City of the election to continue such coverage within 30 days prior to the effective date of retirement. The EMPLOYEE may continue such coverage so long as not re-employed by the City. (The requirements set forth in Minnesota Statute§ 471.61, subdivision 2b also apply.)

Section 5. If an employee or retired employee dies, their dependents shall be eligible for health and dental insurance as stated in Article 24, Section 4, with group as accepted by insurance carrier.

ARTICLE 25: PART TIME EMPLOYEES

Section 1. EMPLOYEES working thirty (30) hours per week or more shall be eligible for Holidays, Vacations, and Sick Leave, on a pro-rata basis.

ARTICLE 26: LONGEVITY

Section 1. Employees shall receive amounts payable once each year, as follows:

After completion of five (5) full years of service	\$200.00
After completion of ten (10) full years of service	\$250.00
After completion of fifteen (15) full years of service	\$300.00
After completion of twenty (20) full years of service	\$350.00

Section 2. For the purpose of computing and paying longevity, the employee's time in the first year of eligibility shall be pro-rated from the anniversary date to the month of December of that year.

ARTICLE 27: SEVERANCE

Section 1. After completion of fifteen (15) years of continuous service to the Employer as a full-time permanent employee, an employee shall be entitled to receive forty percent (40%) unused sick leave up to a maximum of one thousand, one hundred and sixty (1,160) hours. After twenty (20) years of continuous service to the employer as a full-time permanent employee, an employee shall be entitled to receive fifty percent (50%) unused sick leave up to a maximum of one thousand, one hundred and sixty (1,160) hours. These payments will be made to the employees' HCSP.

Section 3. In the event of the employee's death, payment shall be made to the employee's designated beneficiary, or to their estate.

Section 4. An employee discharged for just cause, or terminated as a result of just cause discipline, and/or leaves without the required two (2) week notice to the employer, shall be ineligible for severance pay. Any subsequent agreement, hearing, or arbitration that negates the "just cause" for discharge or termination shall operate to deem the employee as eligible for severance pay.

ARTICLE 28: UNIFORM ALLOWANCE

Section 1. Each employee shall receive a uniform allowance bank of seven hundred twenty-five dollars (\$725.00) per year (2024). Seven hundred fifty dollars (\$750.00) per year (2025). Seven hundred seventy-five dollars (\$775.00) per year (2026).

Section 2. Unused amounts in the uniform allowance bank shall not be carried over to the next year, unless authorized by the Chief of Police.

Section 3. The uniform allowance shall be administered on a voucher basis.

Section 4. The uniform allowance includes leather, duty belts, accessories and footwear.

Section 5. EMPLOYER shall pay for all shipping and related handling charges and fees for those purchases covered by the uniform allowance.

ARTICLE 29: DURATION

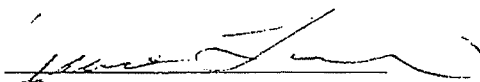
This AGREEMENT shall be effective as of and shall remain in full force and effect until

Either party may provide notice to the other to begin negotiations for a new contract on or after May 1st of the last year of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 16th day of January.


FOR THE CITY OF BABBITT

FOR LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL # 559


By: 

Mayor

By: _____
Steward

By: 

Rebecca Jaeger, Clerk-Treasurer

By: 

Business Agent

**APPENDIX A
WAGE SCHEDULE**

A. WAGES:

CLASSIFICATION	HOURLY RATE	HOURLY RATE	HOURLY RATE
EFFECTIVE	01-01-2024	01-01-2025	01/01/2026
Fulltime Patrolman	\$30.44	\$31.35	\$32.13

ADDITIONAL WAGE INCREASE: EFFECTIVE 2024

Beginning 5th service year an additional \$1.50 per hour to regular wage.

Beginning 10th service year an additional \$1.50 per hour to regular wage.

Beginning 15th service year an additional \$1.50 per hour to regular wage.

Beginning 20th service year an additional \$1.50 per hour to regular wage.

PART-TIME PATROLMAN: Part-time Patrolmen shall be paid at 80% of the fulltime patrolman wage rate, not including shift differential.

FULL-TIME PATROLMAN: For the first year of employment, up to 2080 hours, licensed fulltime peace officers shall be paid at 90% of the fulltime patrolman wage rate. After one year of employment or 2080 hours, whichever is achieved first, fulltime peace officers shall be paid at 100% of the fulltime patrolman wage rate. Overtime hours shall apply toward the incremental wage adjustment.

LEAD PERSON: An employee filling a supervisory position for any reason shall be paid \$3.00 in addition to the top rate of the Patrolman classification.

B. SHIFT DIFFERENTIAL:

1. All hours worked starting between 6:00 a.m. and 6:00 p.m. shall receive straight time hourly rates.
2. All hours worked starting between 6:00 p.m. and 6:00 a.m. shall receive a premium shift differential of fifty cents (\$.50) cents per hour (2024). Sixty cents (\$.60) cents per hour (2025). Seventy cents (\$.70) cents per hour.

All hours worked before or after the shift shall receive the applicable shift differential.