

LABOR AGREEMENT
BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL 414)
AND
CITY OF BAXTER



DATED:
JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Baxter, hereinafter called Employer and the Law Enforcement Labor Services, Inc. (Local 414), hereinafter called LELS. The intent of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or resolution;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes LELS as a sole and exclusive bargaining agent under Minnesota Statutes, Section 179.71, Sub. 3, for essential Sergeants in the Baxter Police Department who work more than fourteen (14) hours per week, and sixty-seven (67) days per year, Excluding supervisory employees, confidential employees, and all other City employees.
- 2.2 In the event the Employer and the Union are unable to agree 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 The Law Enforcement Labor Services, Inc. Local 414 is the Exclusive Bargaining Agent.
- 3.2 EMPLOYER: City of Baxter or its representatives.
- 3.3 LELS MEMBER: A member of the Law Enforcement Labor Services, Inc. Local 414.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has successfully completed the required probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service as a Sergeant with the Employer. Date of job status change to Sergeant shall be used to calculate Sergeant seniority
- 3.8 LELS OFFICER: Duly appointed or elected officer of the LELS.

ARTICLE 4. EMPLOYEE SECURITY

- 4.1 There shall be no discrimination against any Employee because of LELS membership or non-membership.

- 4.2 The LELS may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of the names of such stewards.
- 4.3 The LELS, with the consent of a Department Head, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and for other purposes.
- 4.4 The Employer shall deduct from the first pay of each month, for those employees who certify it in writing, the regular monthly dues, and forward such monies to the designated officer of the LELS.
- 4.5 The LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City, and all claims, suits, orders or judgments brought or issued against the LELS as a result of any action taken by the City under the provisions of this Article.
- 4.6 The Employer agrees not to enter into any agreement with employees individually or collectively, covered by this Agreement, which conflicts with the provisions of this Agreement.
- 4.7 The Employer agrees to make space available on the Employer bulletin board for the posting of LELS notice(s) and announcements and to make space available on the Employer bulletin board for meetings when it does not conflict with the operation of the department.
- 4.8 Any employee who is called in for an internal investigation may request and shall have the right to a representative of LELS present during any questioning. The Employer shall be under no obligation to inform the Employee of this provision prior to questioning.
- 4.9 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting business when such time will not duly interfere with the operations of the department.
- 4.10 Employees shall have the rights granted to all citizens by the Constitution of the United States and the State of Minnesota.

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 with the discretion of the Employer to modify, establish or eliminate.
- 5.3 LELS specifically recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the Police Department within its legal limitations and the Employer's primary obligation to protect the lives and property of persons within the City.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 **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.
- 6.2 **UNION REPRESENTATIVES** The Employer will recognize Representatives designated by LELS 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.
- 6.3 **PROCESSING OF A GRIEVANCE** It is recognized and accepted by LELS 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 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 program of the Employer.
- 6.4 **PROCEDURE**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1.

TO CHIEF OF POLICE

An Employee claiming a violation concerning the interpretation or application of the Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give an answer to 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 by the Union within ten (10) calendar days. A grievance not appealed to Step 2 in ten (10) days shall be considered waived.

Step 2.

TO CITY ADMINISTRATOR

If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give LELS 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. A grievance not appealed in ten (10) days shall be considered waived.

Step 3.

TO FULL CITY COUNCIL

If appealed, the written grievance shall be presented by LELS 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 in writing in Step 4 within ten (10) days shall be considered waived.

Step 4.

TO ARBITRATOR

A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted in arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules of Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

6.5 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 LELS.
- B. The arbitrator shall have no 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 hearings or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement in regard to the grievance submitted to him.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, the cost shall be shared equally.

6.6 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, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the union in each step.

6.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3, 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 4 of Article 6 or procedure such as: Civil Service, Veteran's Preference, or Department of Human Rights. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6.

ARTICLE 7. WORK SCHEDULES

7.1 The City shall be the sole authority in determining work schedules.

7.2 The normal work week shall be an average of forty (40) hours.

7.3 The normal work year shall consist of two thousand eighty (2,080) hours, accounted for by each employee through:

- a. Scheduled hours of work;
- b. Authorized Leave time (Vacation, Compensatory Time, Sick Leave and Holidays);
- c. Roll Call;
- d. Authorized Training.

7.4 Nothing in this or any other Article shall be construed as a guarantee of a maximum or minimum number of hours worked.

7.5 Voluntary shift switching may be arranged provided it is agreeable to the employee's immediate supervisor and provided further switching is not used as the basis for a claim of overtime.

7.6 A change of shift does not qualify an employee for overtime under the provisions of this Article, except when less than a 24 hour notice is given to the employee of the change in shift. In case there is a need for a shift change, management will make every effort, when possible, to provide a 24-hour advance notice.

ARTICLE 8. OVERTIME

8.1 All hours worked by an employee in excess of a normally scheduled work shift shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay. In computing overtime compensation, overtime hours shall not be pyramided, compounded or paid twice for the same hours worked.

- 8.2 Officers required to appear in court during their off-duty hours shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular straight time hourly rate. Officers on off duty status are entitled to the 2 hours pay at one and one-half (1 1/2) their regular straight time hourly rate if the court cancels within 32 hours of the scheduled time the officer is to appear in court.
- 8.3 Employees called back to work during their off-duty hours shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular straight time hourly rate. An extension of a shift is not eligible for the two hour minimum. When scheduled monthly departmental meetings will be paid at one and one-half (1 1/2) times the regular straight time hourly rate for the actual hours and is not eligible for the two hour minimum.
- 8.4 Overtime shall be distributed as follows:
- A. Shift work overtime shall be offered by classification seniority for both LELS bargaining units, Local 312 (patrol) and Local 414 (sergeants). Overtime shifts that are available shall be posted for 7 days giving all applicable staff a reasonable period of time to view the shift posting and notifications utilizing current department methods (i.e. email). A shift(s) that become available within 7 days of the posted shift(s) shall be posted for 24 hours with staff being notified electronically via e-mail and Schedule base message delivery. A shift(s) that become available within 24 hours of the shift(s) will be assigned at the sole discretion of the employer.

All employees, both officers and sergeants, interested in working the posted available overtime shift(s) shall indicate so on the notice. Upon the completion of the 7 days posting period, the shift(s) shall be assigned to the most senior employee in the applicable bargaining unit.

Officer shifts will be first filled by officers based on bargaining unit seniority. If no officer indicates on the notice interest in working the shift(s), the shift(s) will then be filled by the most senior sergeant that indicated their interest in the shift.

Sergeant shifts will be first filled by sergeants based on bargaining unit seniority. If no sergeant indicates on the notice interest in working the shift(s), the shift(s) will then be filled by the most senior officer that indicated their interest in the shift.

Overtime that goes unfilled after exhaustion of both eligibility lists may be assigned by the employer to the least senior eligible member if deemed necessary.

- B. Overtime opportunities for traffic grant shifts, non-replacement coverage shifts, contracted shifts from businesses/events/organizations, and other similar opportunities that becomes available will be offered to eligible members from a single combined (both LELS bargaining units) date of hire seniority list with the City of Baxter Police Department.

Examples of this type of shift(s) would include Towards Zero Deaths (TZD) Enforcement, retail business requesting extra presence for holidays or special events, large community events/holidays requiring coverage that is not a replacement shift of an absent officer or

sergeant. This includes modified shifts that are scheduled outside of a normal officer or sergeant scheduled shift.

8.5 An Employee has the option to receive compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for each hour worked in lieu of overtime pay. Requests for compensatory time off shall provide sufficient notice and be subject to approval and direction of the Employer. Compensatory overtime may be banked up to a maximum of fifty (50) hours. The Employer, as practicable, is allowed to fill the shift of a scheduled employee using compensatory time with an employee compensated at the same or less salary rate as the employee using compensatory time.

ARTICLE 9. VACATIONS

9.1 Regular employees shall earn vacation on the following basis: completion of year based on the date of employment.

1 year of service	56 hours
2 to 5 years of service	96 hours
6 to 10 years of service	144 hours
11 to 15 years of service	168 hours
16 and over years of service	224 hours

9.2 Employees shall submit vacation requests per the schedule system utilized by the department. Employees will make best effort to submit requests to provide the department a reasonable period of time to approve requests. In the case of conflict as to proposed vacation periods, seniority shall apply.

9.3 Vacation may be taken in one half (0.5) hour minimum periods, provided request for any such partial vacation is made at least one (1) day in advance and is approved by the Employer.

9.4 Vacation is to be given on a first come first serve basis. Employees may accrue a minimum of 150% of amount of vacation earned at any one time.

ARTICLE 10. HOLIDAYS/PERSONAL LEAVE

10.1 The following days shall be paid holidays for all regular employees:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November

Christmas Day

December 25

- 10.2 A regular employee working on any of the above-mentioned holidays shall receive pay at two (2) times his/her regular hourly rate for all scheduled shift hours worked. The employee may elect to have the additional pay above the regular scheduled shift hours paid in the corresponding pay period or banked as holiday hours. An employee authorized or ordered by a direct supervisor to work more than a scheduled shift on a designated holiday as overtime shall be compensated at two (2) times his/her regular hourly rate for such additional hours worked. Employees not scheduled to work on a designated holiday shall not receive any pay. An employee, subject to the employer's approval, may request leave from an annual eight (80) hour holiday bank prior to the first December payroll each year. Any hours not submitted as leave on the timesheet by the first payroll of December, shall be paid at the regular hourly rate on the first December payroll.
- 10.3 Any employee who is on unpaid leave at the time of the holiday shall not be entitled to the benefits of this Article for the said holiday(s) and shall have his/her holiday bank adjusted accordingly."
- 10.4 An employee shall only earn holiday hours toward the employee's holiday bank as set forth in Section 10.2 of the contract if the employee is in an active paid status on the date the holiday occurs as designated in Section 10.1 of the contract as follows:
- a. Existing employees shall be credited with a 80 hour holiday bank at the beginning of the calendar year.
 - b. If an employee separates from employment mid-year, the employee will repay the City for any holidays that occur during the calendar year after the date of the employee's separation from employment.
 - c. If an employee is hired mid-year, the employee will only be credited with a holiday bank that reflects the holidays that occur during the calendar year after the date of the employee's hire.
- 10.5 An employee shall receive twenty (20) hours of paid personal leave each calendar year. These hours may be used during the employee's probation period. All personal leave hours must be used by the end of the calendar year they are earned, or the hours will be lost. Personal leave hours cannot be banked or paid out in cash.

ARTICLE 11. SICK LEAVE

- 11.1 Employees shall earn sick leave with pay at the rate of one (1) working day for each month of service or major fraction thereof.
- 11.2 Any sick leave accrued over 960 hours will, on a calendar year basis, be paid into the employee's health care savings plan by the employer and shall be calculated at year's end hourly wage rate times 50% of the accumulated sick leave hours over 960 at the end of business on the last calendar day of the year. On January 1st each year, any and all accumulated sick leave hours over 960 hours shall be zeroed out and a new accumulation started for the next year's calculation. Both parties understand that any sick leave used by the employee throughout the year will be deducted from their sick leave balance and that the employee must

earn back to the 960 hours before any hours are accumulated for the purpose of the health care savings plan contribution

- 11.3 Sick leave will be used for actual sickness and temporary physical disability.
- 11.4 An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, stepparent, or spouse's parents for such reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, mother-in-law, father-in-law or grandchild shall be limited to 160 hours in any 12-month period.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits. For the purposes of this section, "child" includes a stepchild and a biological, adopted, and foster child under 18 years of age or an individual under age 20 who is still attending secondary school.

An employee is authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, minor child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

- 11.5 After three (3) days of sick leave, a doctor's certificate may be required to substantiate a claim for sick leave. Such a certificate may be required for sick leave of less than three (3) days duration if the City has reason to believe that an abuse of such sick leave has occurred in the past, or is occurring at the time of the claim.
- 11.6 Inability of an employee to work due to either sickness or injury shall not result in the loss of his/her status as an employee, provided that this subsection shall not apply to employees who have been unable to work for more than two (2) years.
- 11.7 For employees receiving benefits under the Worker's Compensation law, sick leave may be used to make up the difference between such benefits and the employee's normal net earnings each period. The employee shall continue to have the option of buying back sick leave so used.
- 11.7(a) Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed forty-five (45) working days per injury. The injury on duty will not be charged to the employee's vacation, sick leave or other accumulated paid benefits. Employees drawing Workers' Compensation benefits will not receive supplementary injury on duty pay or sick leave pay which provides for more after tax take-home pay than the employee made while working.

11.8 The city shall pay 50% of an employee's unused sick leave for retiring employees who meet the eligibility requirements for receipt of a pension pursuant to the Public Employee Retirement Association statute and are in good standing with the City.

11.9 Up to eight (8) days (80 hours) of sick leave may be used for maternity or paternity leave.

11.10 Any employee who is absent on approved vacation or other scheduled time off may not retroactively change the time off to sick leave.

ARTICLE 12. BEREAVEMENT LEAVE

12.1 In the event of death in the immediate family of a regular employee, the employee shall be granted up to three (3) days sick leave with pay. For purposes of this Subsection, "immediate family" shall mean the employee's spouse and their (natural or step) parent, child, brother, sister, grandparent and grandchild.

ARTICLE 13. INSURANCE

13.1 The Employer shall provide a group medical/surgical/hospital and dental plan for regular fulltime employees and their dependents. The Employer will pay 100% of a single health and dental insurance policy for regular full-time employees electing single coverage. For employees electing a family health insurance policy for themselves and their dependents, the Employer will pay 77% of the premium. Employees electing family dental coverage will pay the difference between the single premium and the family coverage premium.

13.2 The Employer shall provide a term life insurance policy in the amount of \$35,000.00 for regular full-time employees.

13.3 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty or fine, the Union and the Employer will meet immediately to bargain over insurance coverage and related contributions so as to comply with the Act and avoid any penalties or fines for the Employer.

13.4 The Employer shall contribute \$40 per month toward the employee's Health Care Savings Plan.

ARTICLE 14. SENIORITY, PROBATIONARY PERIODS, DISCIPLINE, RETIREMENT, RESIGNATION

14.1 Sergeants shall be on probation for six (6) months at the Employer's discretion. The probationary period will begin on the first day of work. Probationary employees may be demoted to their previously held position at the sole discretion of the employer.

14.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the first date of continuous employment with the Employer.

- 14.2(a) The principles of seniority shall apply in layoffs, recalls, and transfers, provided, however, no regular employee shall be laid off while probationary employees are working and provided further the senior employee is qualified to perform the work available.
- 14.3 Job openings shall be posted on the employee's bulletin board, and employees shall have five (5) working days in which to apply.
 - 14.3(a) Senior employee shall be given preference, if qualified, with regard to job related requirements.
 - 14.3(b) An employee selected to fill an opening shall be entitled to a trial period of ninety (90) calendar days and may elect to return to his/her old position within that period without loss of seniority. A determination by the Employer within that period that the employee is not qualified shall be subject to the grievance procedure set forth in Article 6.
 - 14.3(c) The ninety (90) day trial period provided by Subsection 14.4(b) may be extended by the Employer if deemed necessary.
 - 14.3(d) Notices of openings will be mailed to employees absent from work under any authorized leave, at the time such openings are posted.
- 14.4 Regular employees shall be disciplined for just cause only and discipline may take the following forms:
 - 14.5(a) Oral reprimand
 - 14.5(b) Written reprimand
 - 14.5(c) Suspension without pay
 - 14.5(d) Demotion
 - 14.5(e) Dismissal
- 14.5 Prior to demoting or suspending an employee as disciplinary action for an alleged violation of published rules and/or regulations, the Employer shall prepare and serve a statement of charges as outlined in this Article. If the intent is a demotion, the position to be demoted to shall be identified. If the intent is suspension, the intended time of suspension shall be identified.
- 14.6 If the Employer, because of the serious nature of pending charges against an employee, causes the immediate suspension of said employee, the statement of charges shall be served within forty-eight (48) hours.
- 14.7 The statement of charges shall be in written form and shall contain the allegations that will be presented by the Employer at any hearing, to justify the intended action. The charges shall be served upon the employee by certified mail. If requested by the employee, charges shall be mailed by first class mail to the LELS Officer.

14.8 Employer actions under Subsection 14.5 shall be subject to appeal under Article 6 provided that in the case of a discharge the grievance, if any, may be introduced at Step 2.

14.9 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

14.10 Personnel Record of Employees:

The City shall maintain a personnel record of each employee. It is the responsibility of each employee to check at least annually to insure that the date is correct, and reflect current information about the employee. It shall be the employee's responsibility to see that the following items are kept current at all times:

1. Correct home address and telephone number,
2. Change in dependents,
3. Person to contact in case of emergency,
4. Beneficiary changes (Group Life Insurance Pension), and
5. Legal change in name.

14.11 Personnel Records:

Personnel records, including examinations, service rating reports, individual personal records and histories, shall be open for inspection and review by the employee concerned, his/her authorized representative, and City personnel authorized access to employment records during office hours.

14.12 All information about an employee shall be accumulated and disseminated according to MS.5.162 through 15.168 commonly called the Privacy Act.

14.13 Employees shall be furnished copies of the Department work rules and regulations.

14.14 Within thirty (30) days of execution of this Labor Agreement, the Employer and LELS shall jointly prepare a seniority list including each qualified employee's name, first date of continuous employment in the Police Department. This list shall then be posted in a mutually agreed location in the Police Office. Any person whose name appears on this list who disagrees with his/her placement on it shall have ten (10) working days from the date of posting to request a seniority change and to supply any necessary written documentation or proof to support the request.

14.15 Within twenty (20) working days after posting, the Employer and LELS shall meet to evaluate any and all written requests for modification of the list submitted, pursuant to Subsection 14.15 and they shall make such changes in the list as they mutually agree are appropriate.

14.16 A final seniority list shall thereupon be jointly prepared by the Employer and LELS. This final seniority list shall be binding on the Employer and LELS and any employee. This list shall be kept up to date

by the Employer during the year to reflect any changes resulting from the deletion of personnel caused by retirement, death, resignations, layoff, termination or addition of new employees.

14.17 Each year the Employer and LELS shall jointly review, modify if necessary, and post such list which shall then be subject to the provisions of Subsection 14.15 and 14.16. Following those steps, the list shall become the new final list until modified, which list shall be binding on the Employer, LELS and the employee.

ARTICLE 15. OUTSIDE EMPLOYMENT-FULL TIME EMPLOYEES

15.1 Employees shall obtain approval from the Employer before engaging in any outside employment and shall not be allowed to hold an outside position if it is deemed incompatible with his/her duties as a City employee. The required approval, or disapproval, shall be given a reasonable time after it is requested.

ARTICLE 16. JOB SAFETY

16.1 It shall be the policy of the employer that the safety of the employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents in continual and integral part of its everyday responsibilities. Toward this end, the Employer agrees to comply will all Federal and State job safety requirements.

16.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 17. SEVERANCE

17.1 Employees wishing to resign shall provide 2 weeks written notice.

ARTICLE 18. WAGES

18.1 All employees shall be paid in accordance with Appendix "A" attached hereto and made a part of this Agreement.

18.2 New employees shall be furnished uniforms and equipment per department policy 204, and thereafter shall receive an annual allowance of eight hundred dollars) (\$800.00) per year.

Items can be invoiced to the city, and deducted from the employee's allotted allowance, or reimbursed by receipt. The allowance is subject to a maximum carryover of four hundred dollars (\$400.00) per calendar year. Allowances shall be limited to clothing and shall not be used to purchase equipment unless specifically approved in advance by the department head. Equipment issued as initial issues (i.e. firearms, duty leather and brass) shall remain property of the City and shall be returned to the city upon termination of employment. Clothing and/or equipment damaged in the line of duty shall be replaced at the City's expense, with approval of the department head.

New hires occurring before May 1 shall be eligible for 100% of the annual clothing allowance in the subsequent calendar year. Hires occurring after May 1, but prior to September 1, shall be eligible for 50% of the annual clothing allowance in the subsequent calendar year. Hires occurring September 1 or later shall not be eligible for an annual clothing allowance in the subsequent calendar year.

- 18.3 The LELS understands the Employer's rights under provisions of MSA 179A.07, Subdivision 1. Notwithstanding this, the Employer agrees that during the life of this contract agreement to maintain all present personnel, except for termination and discipline with just cause as provided in Article 6. The City of Baxter will make every effort to provide that any successors or assignee who provides the City of Baxter with Police Services will maintain all of the present personnel.
- 18.4 Employees assigned as a Field Training Officer shall receive compensation of one hour at their regular straight time hourly rate of pay after the completion of working a full shift as a Field Training Officer. This compensation may be taken as comp time earned or in a cash equivalent.
- 18.5 An existing Baxter patrol officer that is promoted to Sergeant shall start at the Step that will provide him/her as close to a 6% wage increase from his/her current patrol wage.
- 18.6 The employee shall be eligible for a step increase upon the successful completion of their probationary period, if applicable.
- 18.7 Employees designated and trained as instructors, who are then assigned to instruct fellow officers, shall receive compensation at a rate of .25 hours at their regular straight time hourly rate of pay for each hour of approved POST accreditation they are instructing. Payment will be made upon submission of the corresponding POST Affidavit of Attendance (AoA) document. The officer shall be listed as the instructor on the AoA document for the class. This compensation may be taken as comp time earned or in a cash equivalent.

ARTICLE 19. WAIVER

- 19.1 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.
- 19.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to

or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 20. SAVINGS CLAUSE


20.1 This agreement is subject to the laws of the United States, the State of Minnesota, the County of Crow Wing and the City of Baxter. 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 with the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 21. DURATION

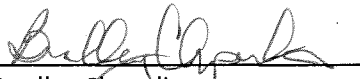
21.1 Except as otherwise indicated, this agreement shall be effective January 1, 2023 and continue in full force and effect until December 31, 2025 and shall continue thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, modify or terminate the agreement shall notify the other in writing at least sixty (60) days prior to the termination date of any anniversary thereof.

21.2 In witness thereof the parties hereto have set their signatures on this 7th day of February, 2023.

FOR THE CITY OF BAXTER




Darrel L. Olson
Mayor

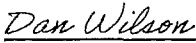


Bradley Chapulis
City Administrator

FOR THE BAXTER POLICE DEPT.



Lance Herbst 02/06/2023
Lance Herbst
Law Enforcement Labor Services, Inc.
(Local #414) President



Dan Wilson 02/03/2023
Dan Wilson
Law Enforcement Labor Services, Inc.
Business Agent

Appendix A
City of Baxter
LELS Local #414 (Sergeants) Employees Schedule
January 1, 2023 through December 31, 2025

Sergeants COLA

01/2023 Increase:	0.00%
01/2024 Increase:	3.00%
01/2025 Increase:	3.00%

Salary Schedule	Year	1	2	3	4	5	6	7	8	9
Sergeants	01/2023	\$ 38.25	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05	\$ 44.34	\$ 45.67	\$ 47.04	\$ 48.45
Pay Grade 15	01/2024	\$ 39.40	\$ 40.58	\$ 41.80	\$ 43.05	\$ 44.34	\$ 45.67	\$ 47.04	\$ 48.45	\$ 49.90
	01/2025	\$ 40.58	\$ 41.80	\$ 43.05	\$ 44.34	\$ 45.67	\$ 47.04	\$ 48.45	\$ 49.90	\$ 51.40

Shift	01/2023	\$ 0.80
Differential	01/2024	\$ 0.80
(per hour)	01/2025	\$ 0.80
4PM-6AM		

Investigator	01/2023	\$ 0.70
Shift	01/2024	\$ 0.70
Differential	01/2025	\$ 0.70
(per hour)		

There shall be no shift differential paid for day shifts, including those day shifts hours that overlap hours with the above shift.

An "Investigator Shift Differential" will be added to the working hours an officer is assigned and working in an investigator assignment.

Seniority List

Employee	Promotion Date	Anniversary Date	01/23 Step Placement
Sofie, Victor	9/5/2007	5/30/2001	9
Herbst, Lance	4/20/2022	4/9/2013	8
Halverson, Taylor	4/21/2022	2/20/2017	6

Additional MOU'S

**MEMORANDUM OF AGREEMENT
JUNETEENTH**

This Memorandum of Agreement is entered into between **the City of Baxter** (hereafter "City") and **LELS, Local 414**, (hereafter "Union").

WHEREAS, The City of Baxter (City) is party to a collective bargaining agreement (CBA) with ("Union"), effective January 1, 2023 until December 31, 2025; and

WHEREAS, the Minnesota Legislature initially enacted legislation making June 19th (Juneteenth) a state holiday with an effective date of August 2023; and

WHEREAS, in May 2023, the Minnesota Legislature amended legislation to make Juneteenth a state holiday effective in June of 2023, requiring that Juneteenth be observed in 2023; and

WHEREAS, the Employer wishes to provide Juneteenth as a paid holiday to all employees effective in 2023.

NOW, THEREFORE, for the reasons stated, the City and the Union agree as follows:

1. Juneteenth shall be a recognized holiday as of June 19, 2023.
2. Effective in 2023, Juneteenth will be added to the list of paid holidays found in Article 10.1 of the CBA.
3. Article 10.2 shall be revised to read as follows:
 - 10.2 A regular employee working on any of the above-mentioned holidays shall receive pay at two (2) times his/her regular hourly rate for all scheduled shift hours worked. The employee may elect to have the additional pay above the regular scheduled shift hours paid in the corresponding pay period or banked as holiday hours. An employee authorized or ordered by a direct supervisor to work more than a scheduled shift on a designated holiday as overtime shall be compensated at two (2) times his/her regular hourly rate for such additional hours worked. Employees not scheduled to work on a designated holiday shall not receive any pay. An employee, subject to the employer's approval, may request leave from an annual ~~eight (80)~~ eighty-eight (88) hour holiday bank prior to the first December payroll each year. Any hours not submitted as leave on the timesheet by the first payroll of December, shall be paid at the regular hourly rate on the first December payroll.
4. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF BAXTER

LELS, INC. LOCAL #414 - SERGEANTS

[Signature] 7-5-23

Dan Wilson 06/16/2023

