

LABOR AGREEMENT

BETWEEN

THE CITY OF BELLE PLAINE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

January 1, 2022 through December 31, 2024

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LABOR AGREEMENT

PREAMBLE

The Agreement is made and entered into by and between the City of Belle Plaine, hereinafter referred to as the Employer and Law Enforcement Labor Services, Inc., hereinafter referred to as LELS.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement has as its purpose the establishment of a procedure for the resolution of Grievances and the establishment of a written understanding of the terms and conditions of employment herein.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes LELS as the exclusive representative under Minnesota Statutes 179A.07, Subd. 8, for all employees of the City of Belle Plaine bargaining unit as defined by the Bureau of Mediation Services, Certification of Exclusive Representative dated November 9, 1981, Case No. 82-PR-225-A.
- 2.2 In the event the Employer and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 101)
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Belle Plaine Police Department.
- 3.5 EMPLOYER: The City of Belle Plaine.
- 3.6 CHIEF: The Chief of Police of the Belle Plaine Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local No. 101).
- 3.8 OVERTIME: Work performed at the express authorization of the employer or the Employers appointed designee in excess of the employee's scheduled shift.

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 AUTHORIZED TRAINING: Training authorized by the Employer to improve employee skills in the area of Law Enforcement.
- 3.13 FULL-TIME EMPLOYEE: An employee who is regularly scheduled to work an average Thirty-five (35) hours or more per week.
- 3.14 PART-TIME EMPLOYEE: An employee who is regularly scheduled to work less than Thirty-five (35) hours or more per week.
- 3.15 PROBATIONARY PERIOD - NEW HIRE: A one (1) year period from date of hire.
- 3.16 PROBATIONARY PERIOD - PROMOTION: A six (6) month period from date of promotion.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all employees, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 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.

ARTICLE 5 - UNION SECURITY

- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly LELS dues. Such monies shall be remitted as directed by LELS.
- 5.2 LELS 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.
- 5.3 The Employer shall make space available on the employee bulletin board for posting

LELS notice (s) and announcement (s).

- 5.4 LELS 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 the Article.

ARTICLE 6 - SAVINGS CLAUSE

- 6.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Belle Plaine.
- 6.2 In the event that 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 period 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 upon written request of either party.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

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

7.2 REPRESENTATIVE

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. LELS shall notify the Employer in writing of the successors when so designated as provided by 5.2 of this Agreement.

- 7.3 Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) 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 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 LELS within ten (10) calendar days shall be considered waived.

Step 2. 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 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 LELS and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give LELS 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 in Step 4 by LELS within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by LELS 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.

7.4 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, 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 LELS 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 of 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 the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the

proceedings, the cost shall be shared equally.

7.5 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 the 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 LELS at each step.

ARTICLE 8 - DISCIPLINE

8.1 The Employer will discipline for cause only. Discipline will be in one of the following forms for each violation:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

8.2 Notices of suspension, demotion and discharge will be in written form. LELS shall be provided with a copy of each such notice.

8.3 Written reprimands, notice 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. The employee will receive a copy of such reprimands and/or notices.

8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

8.5 Grievances relating to this Article may be initiated by LELS in Step 3 of the grievance procedure.

ARTICLE 9 - SENIORITY

9.1 Definition. Seniority shall mean an employee's length of continuous service. An employee's continuous service record shall be broken only by separation from service by reason of resignation, discharge for just cause, retirement, or death.

9.2 Lay Offs. When a reduction in work force is made by the Employer, due consideration shall be given by the Employer to seniority in lay off and recall.

- 9.3 Probationary Employees. During the probationary period of one (1) year, a newly-hired or re-hired employee may be discharged at the sole discretion of the Employer. During the probationary period of six months, a promoted or reassigned employee may be returned to the position previously held at the sole discretion of the Employer.
- 9.4 Senior employees shall be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.

ARTICLE 10 - WORK SCHEDULES

- 10.1 The normal work year shall consist of 2,080 hours to be accounted for by each employee through:
- a) Scheduled hours of work;
 - b) Scheduled department meetings;
 - c) Holidays;
 - d) Authorized training;
 - e) Authorized leave time.
- 10.2 All overtime covered under Article 11, 12, and 13 shall be accumulated at the rate of one and one-half (1 ½) times the employee's regular base rate of pay and shall be reimbursed either by granting compensatory time of one and one-half (1 ½) hours for each hour of overtime or overtime pay at one and one-half (1 ½) times the employee's regular base pay.
- 10.3 The employee may request compensatory time off which may be granted with the prior approval of the Employer or the Employer's appointed designee. When compensatory time off is scheduled by the Employer or the Employer's appointed designee, the Employer shall confer with the Employee regarding the scheduled compensatory time off. Compensatory time may be accrued up to a forty (40) hours but no more than 80 hours accrued on an annual basis. At the end of each year, all accumulated compensatory time in excess of forty (40) hours shall be reimbursed at the employee's regular base pay.
- 10.4 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum number of hours which the Employer may assign employees.

ARTICLE 11 - COURT TIME

- 11.1 An employee who is required by the Employer to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 ½) times the employee's base pay rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

ARTICLE 12 - CALL BACK

- 12.1 An employee called back to work by the Employer during the employee's scheduled off-duty time shall be paid for a minimum of two (2) hours at time and one-half (1 ½) the employee's regular base rate of pay. An extension of or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum.

ARTICLE 13 - OVERTIME

- 13.1 Employees shall be compensated at one and one-half (1 ½) times the employee's regular base rate of pay for hours worked in excess of the employee's scheduled shift. Changes in shifts do not qualify the employee for overtime under this Article.
- 13.2 Overtime refused by an employee will, for record purposes, be considered an unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.
- 13.3 Employees have the obligation to work overtime or call-backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.4 Overtime will be distributed as equally as practicable.

ARTICLE 14 - STANDBY

- 14.1 Employees required by the Employer to stand by shall be paid for such standby time at the rate of six dollars (\$6.00) pay for each hour on standby.

ARTICLE 15 - LEAVES

- 15.1 FMLA Leave.

Minnesota Statute 181.9413 provides that an employee may use PPT (as defined in Article 20) to care for a sick child in the same manner and under the same conditions as if it were the employee. PPT may be used by an employee for medical examinations and appointments, including dental and eye examinations, when no other opportunity for such appointments can be arranged outside of working hours.

- 15.2 Bereavement Leave.

Bereavement Leave for an Immediate Family Member:

When a death occurs in an employee's immediate family, all regular full time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The City may require verification of the need for the leave.

Immediate Family Defined for Bereavement Leave:

Immediate family members are defined as an employee's spouse, parents, step-parents, siblings, step-siblings, children, stepchildren, grandparent, step-grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or step-grandchild.

Non-Immediate Family Member Bereavement Leave:

All regular, full-time employees may be granted up to one (1) day off with pay to attend the funeral of a close, non-immediate family member. This time off will be considered by the employee's supervisor on a case-by-case basis. The supervisor should confirm that the time is recorded accurately on the timecards. The City may require verification of the need for the leave.

Additional Time Off:

The City understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with their supervisor for additional unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

15.3 Jury and Witness Duty.

An employee called for jury duty, subpoenaed as a witness in court or who voluntarily serves as a witness in a case in which the City is a party will receive their regular pay less any amounts received as a juror or as a witness, excluding mileage reimbursement. The employee may be required to provide verification of all money received for purposes of determining the amount to be paid by the Employer.

15.4 Bone Marrow Donor.

Under state law, a bone marrow donor is to be allowed compensated time away from the job. Federal guidelines will be followed in any employee bone marrow donor situation.

15.5 Voting.

Employees eligible to vote may take a reasonable amount of paid time off to vote on election day for State general elections and to fill federal positions. Such leave shall be approved and scheduled by the department head or City administrator.

15.6 Fire Duty.

Employees who are volunteer members of the Belle Plaine Fire Department shall be granted leave with pay for responding to emergency calls of those departments during their regular work hours in the City's service. Release for Belle Plaine Fire Department

duty shall be secured from the employee's department head or the City Administrator. If an Officer is on duty responding to a scene the Officer shall perform their Police Officer Patrol duties prior to performing any Fire Duty.

15.7 Injury on Duty Leave

An Employee injured during the performance of their duties for the Employer shall be paid the difference between the Employee's regular pay and workers' compensation insurance for a period not to exceed ninety (90) calendar days from the date of injury. The City shall continue to make the same deductions from the Employee's pay that were in place as of the Employee's date of injury. Such deductions shall be based only on the City's contribution to the Employee's pay. Should the Employee's deductions exceed the City's portion of the Employee's pay the Employee shall be responsible for the remaining balance.

If applicable, the Employee will continue to receive other fringe benefits during an injury on duty leave except Paid Personal Time accrual.

After the ninety (90) calendar day maximum, the Employee may, at their option, have the difference between the Employee's regular pay and workers' compensation insurance payments deducted from the Employee's accrued Paid Personal Time.

The City, at its sole discretion, may extend the ninety (90) calendar day maximum.

ARTICLE 16 - HOLIDAYS

16.1 Employees will accrue holiday pay in lieu of paid time off for the following twelve (12) named holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day (4 hours)
Juneteenth	Christmas Day
Independence Day	New Year's Eve (4 hours)

The holiday pay will accrue with the occurrence of each holiday and will be in the amount of ten (10) days of eight (8) hours each, and two (2) days of four (4) hours each. The holiday pay will be paid each year during the first pay period of December at straight time regular base pay.

16.2 An employee who leaves employment will receive holiday pay only for those holidays which have accrued to the date of separation. An employee who has received all designated holiday pay in December and leaves employment prior to Christmas Eve Day

will have sixteen (16) hours of straight time pay deducted from the employee's final paycheck.

- 16.3 Employees who work any of the holidays named in Section 16.1 will be paid at one and one-half (1 ½) times the employee's regular straight time rate of pay for all hours worked on the named holiday, but will be paid no more than one-half of the employees scheduled shift hours at one and one half (1 ½) times the employees straight time rate for hours worked on New Year's Eve and Christmas Eve.

ARTICLE 17 - COMPENSATION

- 17.1 Employees shall be compensated in accordance with the salary schedule marked "Appendix C" and attached hereto and made a part of this Agreement.
- 17.2 Effective January 1, 2022, a 3.25% cost-of-living increase will be applied to the salary schedule.

The parties agree to re-open the 2022—2024 Labor Agreement for the purpose of meeting to negotiate the issue of wages in years 2023 and 2024. The issue of wages may broadly encompass Article 17 (Compensation); Appendix C (Wage Schedule); Article 24 (Longevity) and terms surrounding the possible implementation of the results of a compensation study. All other terms of the Labor Agreement will remain in effect and shall not be subject to negotiation for the duration of the 2022—2024 Labor Agreement.

- 17.3 To be updated pursuant to the wage re-opener of 2023-2024.

ARTICLE 18 - UNIFORM ALLOWANCE

- 18.1 The Employer will provide to new employees an initial uniform issue, as called for in "Appendix B" of this agreement. All items remain property of the City.
- 18.2 The Employer will provide & replace safety equipment as outlined in "Appendix A" attached. An officer will not need to pay for these items out of their uniform allowance. These items will remain the property of the City.
- 18.3 The Employer will provide each full-time employee with an annual uniform allowance of eight hundred dollars (\$800.00). Payment will be made no later than January 15th of each calendar year and Full-Time employees hired after January 1 will receive a pro-rated portion of the uniform allowance on their date of hire.

An employee understands that the City will prepare and distribute a MISC 1099 form reflecting the amount paid.

- 18.4 Uniforms must be maintained in order to provide a professional appearance, that will reflect positively on the officer and the department. Uniforms should be neat, clean, no

tears or frays, and should not show excessive wear.

ARTICLE 19 - GROUP INSURANCE

Benefits and Benefit Eligibility

Benefits described in the Employee Handbook for the City of Belle Plaine are subject to change at the discretion of the Council. However, in accordance with Minn. Stat. §471.616, Subd.4, the aggregate value of benefits provided by a group insurance contract for employees shall not be reduced, unless the Employer and Union agree to a reduction in benefits. Employees must be non-temporary, non-seasonal, full-time employees to be eligible for benefits.

HEALTH INSURANCE

The City offers health insurance for eligible full time employees. The City will pay 100% of individual employee (no dependents) health insurance premium. The City will pay 90% of the total health insurance premium of employee plus dependent coverage. The employee is responsible for any remaining premium. If comparable and multiple health insurance providers are available the City's obligation will be based on the lowest premium, regardless of which coverage is elected. Employees electing health insurance coverage shall have coverage take effect the first day of the month that occurs after thirty (30) days from the employee's start date. The employee must follow application for enrollment and approval guidelines.

RETIREE HEALTH INSURANCE PREMIUM BENEFIT

The City offers qualifying retirees a monthly health insurance premium as set annually by resolution of the City Council. The employee must be employed a minimum of twenty (20) consecutive years with the City of Belle Plaine and be considered fully retired by meeting the eligibility requirements to receive retirement benefits under Social Security and Public Employees Retirement Association. Upon fulfilling eligibility requirements, the retiree is entitled to receive consecutive one year (12 months) of the retiree health insurance premium benefit for every five years of service completed with the City. The maximum benefit shall not exceed six (6) years. The qualifying retiree has the option to apply the benefit amount toward their monthly premium for health insurance as provided by the City or take the benefit as a monthly cash payout. This benefit does not transfer to beneficiaries.

DENTAL INSURANCE

The City provides dental insurance to all eligible full-time employees at no cost which includes dependent/s.

SHORT TERM DISABILITY/LONG TERM DISABILITY/LIFE INSURANCE

Eligible full time employees receive short-term disability and standard long-term disability coverage plus a term life insurance policy, an amount set by City Council no less than \$500.00 per month. Additional long-term disability and term life insurance may be purchased by the employee through a payroll deduction.

ARTICLE 20 - PAID PERSONAL TIME

- 20.1 **ELIGIBILITY FOR PAID PERSONAL TIME.** All non-temporary and non-seasonal full-time employees shall accrue personal paid time (PPT) leave as listed on the following chart. If an employee's annual accrued PPT leave is expected to exceed 480 hours at year end, the City shall pay the employee the estimated amount accrued in excess of 480 hours on the first payroll of December.

MONTHS OF SERVICE	ACCRUAL RATE
1 through 60 months	5.55 hours per pay period
61 through 120 months	7.09 hours per pay period
121 through 180 months	8.62 hours per pay period
181 through 192 months	8.93 hours per pay period
193 through 204 months	9.24 hours per pay period
205 through 216 months	9.55 hours per pay period
217 through 228 months	9.85 hours per pay period
229 through 240 months	10.16 hours per pay period
241 through 252 months	10.47 hours per pay period
253 through 264 months	10.78 hours per pay period
265 through 276 months	11.09 hours per pay period
277 through 288 months	11.39 hours per pay period
289 through 300 months	11.70 hours per pay period
301 through 312 months	12.01 hours per pay period
over 313 months	12.32 hours per pay period

- 20.2 **ADMINISTRATION OF PAID PERSONAL TIME.**

PPT shall be granted for an employee's absence from employment. PPT must be pre-authorized by the City Administrator or Department Head.

In a case where the Employee's absence has not been pre-authorized, the Department Head or City Administrator may require verification by a doctor's certificate or any such other evidence. An employee shall keep their Department Head or the City Administrator advised on a daily basis as to the employee's expected date of return to work.

Employees are paid accrued PPT at the time of separation.

ARTICLE 21 - JOB POSTING AND PROMOTIONS

- 21.1 Job vacancies within the designated bargaining unit will be posted for five (5) working days.
- 21.2 Promoted employees will be placed on the pay step of their new classification that provides a pay increase of at least four (4) percent. Step movement will occur after completion of probation. If an employee's probation ends 15 days into the 4th quarter of the year, the new wage will take effect January 1st of the following year.

ARTICLE 22 - VOLUNTARY SHIFT SWITCHING

- 22.1 Employees may voluntarily switch shifts with the prior approval of the Employer or Employer's appointed designee.
- 22.2 Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE 23 – TRAINING AND EDUCATION

- 23.1 The Employer shall reimburse each employee who is required to maintain a license as a law enforcement officer under Minnesota Statutes, Section 626.84, et. seq., for actual expenses of tuition, meals, travel and lodging incurred in attending training sessions.
- 23.2 If the Employer provides in-service training to its employees which meets the Continuing Education requirements of the Minnesota Police Officer Standards and Training Board, and if the Employer provides its employees with an opportunity to attend such in-service training courses, to extend that such opportunity is provided to each employee, the obligation of the Employer to reimburse such employee for expenses listed in 23.1 incurred at attending Continuing Education courses shall not apply.
- 23.3 The Employer shall pay the employee's regular salary while the employee is attending Continuing Education courses whether or not such courses attended are in-service training courses or courses given by instructors other than the Employer.
- 23.4 The City will provide training for each officer. This includes the minimum standards set by the P.O.S.T. Board to maintain an officer's license, currently 48 hours every 3 years. Additional training above the P.O.S.T. license requirements would be approved by the City Administrator.
- 23.5 Tuition Reimbursement: The City of Belle Plaine encourages its employees to utilize their personal time to pursue work-related educational programs offered by accredited institutions by providing support through financial reimbursement. The City will

reimburse 100 percent of the employee's expenses for tuition, fees, and books required for work-related educational courses upon completion of the course, provided that the course has received prior review by the department head and approval by the City Administrator, and the employee has met City requirements of attendance and satisfactory performance of "C" or better or passing and no reimbursement is received from any other source. The maximum reimbursement is \$1,200.00 per year, per employee. Course work must be approved for reimbursement by July 1st of each year for course work to be taken in the upcoming fiscal year

ARTICLE 24 – LONGEVITY

24.1 Longevity pay shall be as follows:

Effective January 1, 2022:

After seven (7) years - \$ 61.90 per month

After ten (10) years - \$ 101.30 per month

After fifteen (15) years - \$ 135.06 per month

After twenty (20) years - \$185.71 per month

24.2 An Employee who is at the top of the wage schedule as of January 1st will be eligible for longevity based on their years of service with the City.

ARTICLE 25 – CELL PHONE

25.1 If authorized by the Police Chief or City Administrator, full-time employees shall have the option to receive a City paid cell phone or a monthly cell phone stipend in an amount set by the City Council. Employees agree to follow the cell phone policy whether they choose to use a personal phone or City paid phone; however, it is understood the election between City paid cell phone or a monthly cell phone stipend remains the employee's.

ARTICLE 26 - FIELD TRAINING OFFICER COMPENSATION

26.1 Employees assigned by the Employer to the position of Field Training Officer shall earn one (1) hour of compensatory time off at their regular base rate for each shift spent performing the duties of a Field Training Officer. If the Employee' compensatory time off bank exceed forty (40) hours, they shall earn one (1) hour of pay at their regular base rate for each shift spent performing the duties of a Field Training Officer.

26.2 In the event a newly hired officer exceeds two hundred and forty (240) hours of field training, the assigned Field Training Officer must receive prior approval from the Chief of Police and City Administrator to continue receiving Field Training Officer pay.

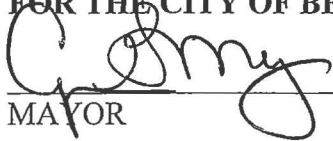
ARTICLE 27 - WAIVER

- 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 term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and LELS 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, 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 28 - DURATION


- 28.1 This Agreement shall be effective January 1, 2022, and shall continue in full force and effect until December 31, 2024 and thereafter until modified or amended by mutual agreement of the parties. During the duration of this Agreement, wages will not be subject to renegotiation regardless of what a comparable worth study may show. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

FOR THE CITY OF BELLE PLAINE:



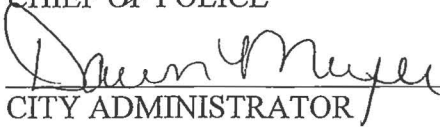
MAYOR

11/16/2021
DATE



CHIEF OF POLICE

11-16-2021
DATE



CITY ADMINISTRATOR

11/16/2021
DATE

FOR LAW ENFORCEMENT LABOR SERVICES, INC.



BUSINESS REPRESENTATIVE

1/19/2022
DATE



UNION STEWARD

01-11-22
DATE



01-11-22

APPENDIX A
SAFETY EQUIPMENT

1. Gun Belt (including under belt)
2. Gun Holster
3. Handcuff Cases
4. Flashlight Holder
5. Baton Holder
6. Ammunition/Magazine Holder
7. Handgun (if purchased by the city – owned by the city)
8. Baton
9. Handcuffs
10. Flashlight
11. Bullet resistant vest
12. Badges
13. Ties
14. Collar Brass
15. Tie Tacks
16. Name Tags
17. Medical Glove Pouch
18. Key Holder
19. Radio Holder
20. Taser Holder
21. Chemical Agent Holder
22. Chemical Agent

APPENDIX B
INITIAL ISSUE

1. Gun Belt (including under belt)
2. Gun Holster
3. Handcuff Cases (2)
4. Flashlight Holder
5. Baton Holder
6. Ammunition/Magazine Holder
7. Baton
8. Handcuffs (2 sets)
9. Bullet resistant vest
10. Tie
11. Collar Brass (1 set)
12. Tie Tack
13. Name Tags (2)
14. Shoes/Boots (1 pair)
15. Belt "Keepers" (4)
16. Medical Glove Pouch
17. Key Holder
18. Radio Holder
19. Taser Holder
20. Chemical Agent Holder
21. Chemical Agent
22. Jackets – (1 winter/1 rain)
23. Uniform Shirts (2 long sleeve/2 short sleeve)
24. Uniform Pants (2 Pair)
25. Turtle Necks (2 mock or regular)
26. Duty Bag/Briefcase
27. Flashlight

APPENDIX C
WAGE SCHEDULE

2022 3.25%								
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Sergeant	33.15	34.62	36.05	37.51	38.93	40.34	41.78	43.22
Investigator	31.50	32.91	34.30	35.71	37.15	38.56	39.96	41.38
Police Officer	29.25	30.62	31.97	33.31	34.67	36.04	37.39	38.75

**BELLE PLAINE CITY COUNCIL
RESOLUTION 21-135**

**APPROVING LAW ENFORCEMENT LABOR SERVICES UNION CONTRACT
FOR 2022 - 2024 AND
AUTHORIZING MAYOR AND CITY ADMINISTRATOR TO EXECUTE CONTRACT**

WHEREAS, City Staff and Labor Union Representatives have been in dialogue for the 2022 - 2021 labor union contract;

WHEREAS, The Committee-of-the-Whole met in closed session on August 2, 2021 to discuss the proposed labor union contract;

WHEREAS, the proposed labor contract has been prepared for the years 2022, 2023, and 2024.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE PLAINE, SCOTT COUNTY, MINNESOTA, THAT: It hereby approves the labor contract between the City and Law Enforcement Labor Services for the period January 1, 2022 through December 31, 2024.

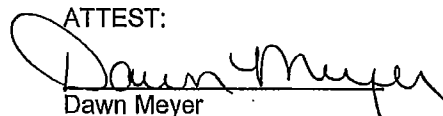
BE IT FURTHER RESOLVED THAT: The Mayor and City Administrator are authorized to execute the said contract.

The adoption of the foregoing resolution was duly moved by Councilmember Coop and seconded by Councilmember LeMieux, and after full discussion thereof and upon a vote being taken thereon, the following Councilmembers voted in favor thereof: Coop, LeMieux, Chard, Krings and Meyer.

and the following voted against the same: None.

Whereupon said resolution was declared duly passed and adopted. Dated this 15th day of November, 2021.


Christopher G. Meyer
Mayor

ATTEST:

Dawn Meyer
City Administrator