

LABOR AGREEMENT

BETWEEN

**LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #65**

AND THE

CITY OF BRAINERD

January 1, 2022 - December 31, 2024

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**BETWEEN
CITY OF BRAINERD
AND
LAW ENFORCEMENT LABOR SERVICES**

This AGREEMENT is entered into between the City of Brainerd, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called LELS.

The intent and purpose of this Agreement is to:

1. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
2. Place in written form the parties' agreement on the terms and conditions of employment for the duration of this agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The EMPLOYER recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A.03, subd. 8 for an appropriate unit described by the Minnesota Bureau of Mediation Services as:

All peace officers subject to licenser employed by the City of Brainerd who are public employees within the meaning of Minn. stat. 179A.03, subd.14, excluding supervisory, confidential, and all other employees.

ARTICLE II - EMPLOYER SECURITY

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

ARTICLE III - UNION SECURITY

- 3.1 The Employer shall deduct from wages of employees who authorize such deduction in writing, an amount as established by LELS. Such money shall be remitted as directed by the LELS.
- 3.2 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 3.1.

- 3.3 LELS shall inform the EMPLOYER of employees designated by LELS to act as Stewards.
- 3.4 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notices and announcements.

ARTICLE IV - WAIVER

- 4.1 **OBLIGATION TO BARGAIN.** This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements written or verbal. The parties 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 subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the EMPLOYER and LELS, for the life of this agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 4.2 **RIGHTS AND OBLIGATIONS OF EMPLOYER.** The EMPLOYER is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 4.3 This AGREEMENT is subject to the laws of the United States and the State of Minnesota. In the event any provision of the AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE V - DISCIPLINE

- 5.1 The EMPLOYER will discipline employee for just cause only. Each act by an employee warranting discipline shall be corrected by one form of discipline, from the following list:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.

- 5.2 Suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The number of hours without pay to be served as a suspension will be designated when the suspension is issued. Grievances involving such discipline may be initiated by LELS in Step 2 of the grievance procedure.
- 5.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and LELS will receive a copy of such reprimands and/or notices.
- 5.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE VI - VACATIONS

- 6.1 All full-time employees shall earn paid vacation at the rate of:

During the first five years of service:6.66 hours per full month worked
After completion of
5 years service - 10.00 hours per month
10 years service - 10.67 hours per month
11 years service - 11.33 hours per month
12 years service - 12.00 hours per month
13 years service - 12.67 hours per month
14 years service - 13.33 hours per month
15 years service - 14.00 hours per month
16 years service - 14.67 hours per month
17 years service - 15.33 hours per month
18 years service - 16.00 hours per month
19 years service - 16.67 hours per month
20 years service - 17.33 hours per month
21 years service - 18.00 hours per month
22 years service - 18.67 hours per month
23 years service - 19.33 hours per month
24 years service - 20.00 hours per month

- 6.2 Employees may accumulate up to two hundred forty (240) hours of vacation.
- 6.3 Years of service for each full-time employee shall be computed on the basis of each full-time employee's anniversary of the original date of employment without a break in service such as termination, resignation, retirement, failure to return after being laid off/recalled.
- 6.4 Full-time employees shall be given preference as to vacation dates in accordance with their seniority status until November 1st of each year, thereafter vacation scheduling shall be on a first come, first granted basis, but subject to the Approval of the supervisor in charge of scheduling.

- 6.5 Part-time employees who regularly work more than thirty (30) hours per week will receive pro-rata vacation benefits. Part-time employees who work less than thirty (30) hours per week will not receive vacation benefits.

ARTICLE VII - HOURS OF WORK, OVERTIME

- 7.1 Eight (8) hours or ten (10) hours and an averaged forty (40) hours shall be the normal work day and work week. In accordance with the Fair Labor Standards Act ("FLSA"), all work beyond 171 hours in a 28-day cycle shall be compensated at the rate of one and one-half times the regular rate. Said 28-day workweek will begin on January 2, 2022, for the 2022 calendar year. However, nothing in this or any other Article shall constitute a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees to work. Posted patrol hours normally worked by a patrol officer shall not be worked by a Sergeant or other supervisor except in an emergency and no patrol officer is available to fill the hours.
- 7.2 Employees will be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all work assigned by the EMPLOYER beyond their scheduled shift of eight (8) hours or ten (10) hours per day and/or scheduled work week except for shift changes. Regular rotation of shifts do not qualify an employee for overtime under this Article. In no case shall hours paid at the overtime and/or premium rate be pyramided, compounded or paid twice for the overtime calculation.
- 7.3 All work required beyond the employee's scheduled shift of eight (8) hours or ten (10) hours on any holiday shall be paid at two (2) times the employee's regular hourly rate of pay.
- 7.4 Overtime will be distributed on the basis of seniority whenever practicable.
- 7.5 An employee called to work outside of their regularly scheduled shift, shall receive a minimum of two (2) hours compensation at the overtime rate.
- 7.6 An employee who is scheduled to appear in court outside of their regularly assigned shift shall be compensated a minimum of two (2) hours pay at the overtime rate, if court is cancelled less than 24 hours prior to the scheduled date of court. If Court is scheduled on a Monday, notification must be made before 4:30 p.m. on Friday. The employer will notify the employee of court cancellation via department voice mail.
- 7.7 Compensatory time may be paid in lieu of overtime at time and one-half hours at the request of the employee if approved by the EMPLOYER. Compensatory time accrual shall be capped at 180 hours; however, any balance over 140 hours as of December 1st of any year must be cashed out. In this case, any compensatory hours over 140 hours as of December 1st will be paid by the end of the year at the hourly pay rate the employee is earning at that time.
- 7.8 It is the Employer's prerogative to select and remove persons for work assignments.

ARTICLE VIII - HOLIDAYS

- 8.1 All employees will receive an additional eight (8) hours of straight time pay for each of the following 10 holidays: New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran' s Day, Thanksgiving Day, Christmas Day.
- 8.2 All regularly scheduled work required on holidays outlined in Article VIII Section 1 shall be compensated for at the rate of double time plus the eight (8) hours of Holiday pay.
- 8.3 In addition to the above holidays employees will receive two (2) "Floating Holidays" which will consist of either 8 or 10 hour shifts. Holidays shall be arranged by the employee with the department head.

ARTICLE IX - WAGES

- 9.1 Employees shall be compensated in accordance with the pay tables as attached and incorporated into this Agreement starting January 1, 2022, and marked as Appendix A.

Pay steps are based on satisfactory performance. For employees hired after January 1, 2019, step increases for employees will be effective on their date of hire anniversary date. For employees hired prior to January 1, 2019, step increases shall become effective January 1 of each year. Progression through the pay steps will be accomplished by an annual review of employee performance. In order to advance to Step 7, an employee must be on Step 6 and obtain two "achieves expectations" and one "exceeds expectations" on their annual performance evaluation as a sworn Police Officer for the City of Brainerd in any given three-year cycle beginning January 1, 2019. In order to advance to Step 8, an employee must be on Step 7 and obtain another "exceeds expectations" with two prior "achieves expectations" on their annual performance evaluation as a sworn Police Officer for the City of Brainerd in any given three-year cycle.

New employees will generally start at Step 1. The City retains the sole discretion to start an employee at a higher step depending on qualifications and needs of the city. Progression through the pay steps will be as identified above.

Employees shall have no right under this Agreement to file a grievance regarding initial placement on the pay table. Denial or delay of a step increment shall be grievable through Step 3, but not arbitrable.

An appeal process is available to employees who disagree with the result of their annual performance review. To initiate the appeal process, an employee must request an appeal within seven (7) days of receiving the results of his/her annual performance review. The request must be submitted in writing and forwarded electronically to the Police Chief and the HR Director or designee. The appeal request must clearly identify the specific portion(s) of the employee's performance review as well as the recommended remedy.

The appeal will be decided by a three (3) person panel consisting of: the Union Business Agent, a City Administration representative, and a third-party neutral mutually agreed upon by the Employer and the Union. This panel will hear up to a half hour of presentation from the employee and up to a half hour of presentation from the Police Chief or designee. The panel will issue a decision within six (6) weeks of the presentation. The decision of the panel will be final and binding and will not be subject to the grievance procedure under this Agreement.

- 9.3 Shift differential: Employees shall be paid an additional \$.70 per hour for each hour worked between 6:00 p.m. and 6:00 a.m.
- 9.4 FTO Pay: All trained FTO officers shall be compensated one and one half (1.5) hours of comp time for each shift worked as an FTO. Pro-rate Field Training Officer (FTO) Split Shifts – UP to 2 FTO's can split an FTO shift with each receiving a ½ hour @ the 1.5 rate i.e. either receive 1.5 or .75 hours of comp time.
- 9.5 Employees assigned as Criminal Investigator, School Resource Officer, or the Drug Task Force shall receive \$1 per hour in addition to their base rate of pay for the duration of the assignment.
- 9.6 The Employer retains the right to place any new Patrol Officer at a higher pay step based upon their previous experience, training and/or depending on market conditions affecting recruitment and/or retention. Placement at a step above the start rate shall in no way affect the probationary period or seniority status of a newly hired Patrol Officer.

ARTICLE X - WORKER'S COMPENSATION

- 10.1 In the event an employee is injured during their employment, the employer will pay the difference between the employee's regular wages and the amount received from Worker's Compensation Insurance for the first 45 working days.
- 10.2 On the 46th working day the employee, at the employee's option, will be paid the difference between the employee's regular wages and the amount received from Worker's Compensation Insurance to the extent of said employee's accrued sick leave and/or vacation time. For each day an employee exercises the above option, the employee will be charged with a loss of sick leave and/or vacation time, on the basis that the pay the employee received from the City bears to the employee's regular wage. This sick leave and/or vacation time shall be computed to the nearest fifteen (15) minute increment for any compensation paid.

ARTICLE XI - EDUCATION - TRAINING

- 11.1 Cost of P.O.S.T. Licenses - The EMPLOYER will pay the P.O.S.T. License fee when due on behalf of each employee.

- 11.2 Cost of P.O.S.T. Training - 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 (excluding alcohol, entertainment and gratuity) incurred in meeting the Continuing Education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed 48 hours of such training every three years. The EMPLOYER need not make such reimbursement for attendance at a course located more than 150 miles from the City of Brainerd and such reimbursement shall not exceed similar allowances for State employees. 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 the extent that such opportunity is provided to each employee, the obligation of the EMPLOYER to reimburse such employee for expenses incurred in attending Continuing Education courses shall be reduced. The EMPLOYER shall pay each employee their regular salary while attending Continuing Education courses whether or not such courses attended are in-service training courses or courses given by instructors other than the EMPLOYER.

The obligation of the EMPLOYER to pay such salary shall not exceed a total of 48 hours every three (3) years.

- 11.3 The Employer at its discretion may provide, subject to the availability of funds, tuition payments for law enforcement related training or education.

ARTICLE XII - HOSPITALIZATION

- 12.1 The EMPLOYER will offer a hospitalization and medical coverage plan, to include a coordination of benefits clause with Medicaid and group policies (does not pertain to individual policies). The EMPLOYER will contribute 80% of the monthly family premium. The EMPLOYER will contribute 95% of the monthly single premium.
- 12.2 The base health insurance plan will have a \$2,800 single/ \$5,600 family deductible. A summary of this plan as well as other health plans that can be offered during this contract are outlined in Appendix B.
- 12.3 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, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer. Either party to the Agreement that requests a reopener under this provision shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such a request is made.

ARTICLE XIII - LIFE AND INCOME PROTECTION INSURANCE

- 13.1 The EMPLOYER shall provide life and accidental death and dismemberment insurance coverage in the amount of Thirty-five Thousand dollars (\$35,000) and long-term disability insurance for all full-time employees. The premium shall be paid in full by the EMPLOYER. Employees may purchase at their own cost additional life insurance under the City's group policy if the insurer will allow. If the insurer will not allow the employees to purchase additional insurance, the EMPLOYER agrees to investigate the possibility of providing such an opportunity to employees through another carrier. The EMPLOYER agrees to allow the employees to have the cost of such coverage deducted from their paychecks.

ARTICLE XIV - SICK LEAVE AND OTHER LEAVES OF ABSENCES

- 14.1 All permanent employees shall be credited with eight (8) hours of sick leave for each month worked. Sick leave may be used for the purposes provided in MN Statute 181.9413, as amended. Sick leave accumulation shall be a maximum of nine hundred sixty (960) hours. A physician's certificate may be required, if in the opinion of the department head, it is deemed necessary. Eligibility for sick leave shall be credited from the original date of hire.

- 14.2 Any sick leave accrued over 960 hours can, on a calendar year basis, be paid into a deferred compensation plan by the employer provided that the amount is matched dollar for dollar by the employee calculated as follows:

The amount of funds transferred into a deferred compensation plan shall be calculated at (the prior year's hourly rate of 50% of the accumulated sick leave hours over 960 hours from the prior year.)

On January 1st each year, any and all accumulated sick leave hours over 960 shall be zeroed out and a new accumulation started for the next year's deferred compensation plan calculation.

It is understood that any sick leave used by the employee throughout the year will be deducted from the 960 hour balance and that the employee must then earn back to the 960 hours before any hours are accumulated for purposes of the deferred compensation plan contribution.

- 14.3 All permanent employees shall be permitted funeral leave on the death of a relative (spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and step-children). Such leave shall not exceed three (3) work days, if necessary, with pay. One day of funeral leave shall be allowed for a Grandparent. Other funeral leave may be granted at the discretion of the City Administrator.
- 14.4 Military leave. Military leave with pay will be granted in accordance with Federal and State laws.

ARTICLE XV - GRIEVANCES - ARBITRATION

- 15.1 **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.
- 15.2 **UNION REPRESENTATIVES.** The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by 3.3 of this Agreement.
- 15.3 **PROCEDURE.** Grievances, as defined by SECTION 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 first knowledge of such alleged violation has occurred, present such grievance to the Chief of Police in written form. The Chief of Police will discuss and give an answer in written form 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 Chief of Police's final answer in STEP 1. Any grievance not appealed in writing to STEP 2 by the Union within ten (10) calendar days, shall be considered waived.

STEP 2. If appealed, the Union shall, within ten (10) calendar days or less, present their facts in writing to the City Administrator. The Union and City Administrator shall arrange a meeting in fifteen (15) days or less to discuss the grievance. The City Administrator shall give the Union the EMPLOYER' S STEP 2 answer in writing within ten (10) calendar days after such meeting. A grievance not resolved in STEP 2 may be appealed to STEP 3 within ten (10) calendar days following the City Administrator'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, after sincere and earnest effort in good faith, the issue remains unsettled and if the parties mutually agree, the matter shall be submitted to State Bureau of Mediation Services for settlement within ten (10) days.

STEP 4. If the parties mutually agree not to submit the issue to the State Bureau of Mediation Services as detailed in Step 3, it shall be submitted to the arbitration procedure subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the bureau of Mediation Services. However, a grievance arbitration for

written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892

15.5 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 the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or 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 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.

15.6 **WAIVER.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER' S last answer, If the EMPLOYER does not answer a grievance or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied, at that step, and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the Union in each step.

ARTICLE XVI - LEGAL DEFENSE

Employees will be provided with a legal defense and have attorney's fees paid pursuant to city policy and state statute.

ARTICLE XVII - SAFETY

17.1 The Employer and Union recognize that safety practice and programs are of mutual interest. The Employer agrees to provide necessary training and safety practices. The Employees agree to cooperate in programs that promote safety to themselves and the

public they serve, and they agree to comply with rules promulgated to ensure safety. The Employees hereby recognize and agree to make proper use of all safety devices in accordance with the recognized safety procedures.

ARTICLE XVIII - UNIFORMS

- 18.1 The EMPLOYER will provide City-required equipment and uniform items as defined by the City in the Police Department manual.
- 18.2 The EMPLOYER will pay the cost of body armor upon request of an employee. The EMPLOYER agrees to replace said vest every five (5) years or at its discretion at an earlier date.
- 18.3 Upon prior approval from the Police Chief or his designee, the EMPLOYER will replace or repair or clean uniform items as reasonably necessary or will reimburse Employees for the same upon presentation of a receipt for such services.
- 18.4 An Employee's personal items such as watches and prescription eyewear, which are damaged or destroyed during the course of his/her work shall be reimbursed by the EMPLOYER for the value of the item damaged up to \$150.00 per Employee annually, however, damaged prescription eyewear will be reimbursed in full.

ARTICLE XIX - SEVERANCE PAY

- 19.1 All regular full-time employees shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum 960 hours, upon retirement or if they become disabled and must terminate their employment with written proof by a physician. In the event of death, severance pay shall be paid to the beneficiary. Employees who leave their employment in good standing with the City of Brainerd after twenty (20) years of service shall be entitled to 75% of all accumulated sick leave up to the maximum of 960 hours. The terms retirement and in good standing are defined in the in the City's Employee Policy Manual.

ARTICLE XX - PHYSICAL FITNESS INCENTIVES

- 20.1 As incentive for attaining and maintaining a high degree of physical fitness, the Employer will award the following incentives to employees that achieve and maintain a minimum of Level II on the Brainerd Police Department's annual Fitness Evaluation. The employee may participate in the Physical Development Training Program on a voluntary basis as provided by the Employer. If the employee chooses to participate and reaches Level II on the performance scale he/she shall be awarded ten (10) hours of comp time.

In the event the employee reaches Level III on the performance scale he/she shall be awarded twenty (20) hours of comp time.

ARTICLE XXI - DEFINITIONS

- 21.1 **EMPLOYER SENIORITY.** Length of continuous service with the City of Brainerd Police Department.
- 21.2 **JOB CLASSIFICATION SENIORITY.** Length of service in any job classification covered by this AGREEMENT.
- 21.3 **BREAK IN SENIORITY.** EMPLOYER and JOB CLASSIFICATION SENIORITY shall be broken by:
- a Retirement
 - b. Voluntary quit
 - c. Failure to return at the expiration of an unpaid leave of absence granted by the Brainerd City Council.

ARTICLE XXII - SECONDARY EMPLOYMENT

An employee shall notify the department head of his/her secondary employment. Such secondary employment cannot represent a conflict of interest, interfere with the operation of the department, or interfere with the employee's ability to meet employment requirements.

ARTICLE XXIII - SENIORITY

- 23.1 **SENIORITY REGARDING LAY OFF.** In the event a lay off occurs regular employees covered by this bargaining agreement shall be laid off by job classification seniority in the inverse order of hire.
- 23.2 **SENIORITY REGARDING RECALL.** Recall of laid off employees shall be in the inverse order of lay off provided the employee: a) Is qualified, b) has not been laid off for more than two years, c) reports to work within two weeks after receipt of a certified letter from the City Administrator or designee requesting the employees return to work. It is the responsibility of the employee to maintain an accurate mailing address for purposes of recall.
- 23.3 **PROBATIONARY PERIOD.** All employees shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). This probationary period applies to original hires, rehires following separation/retirement, or those who fail to return to work after an unpaid leave of absence as approved by the City Council. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union. At any time during the probationary period an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article XV – Grievances - Arbitration.
- 23.4 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit (excluding special assignments as designated by

the Chief) shall serve a trial period of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit without loss of seniority, at the discretion of the Employer or the Employee.

23.5 Employees shall, during the probationary period, accumulate paid leave as provided by Article VI - Vacations and Article XIV – Sick Leave and Other Leaves of Absences. Employees may take paid leaves of absence during the probationary period at the sole discretion of the Employer.

ARTICLE XXIV - DURATION


24.1 This AGREEMENT shall become effective January 1, 2022, and shall continue in effect through December 31, 2024, and from year to year thereafter unless notice of intention to change, modify or terminate is given by either party sixty (60) days prior to December 31st of the year in which the change, modification or termination is to take place.

FOR THE CITY OF BRAINERD



David Badeaux, Mayor

Date: 12/28/2021



Jennifer Bergman, City Administrator


Date: 1/3/2022

FOR LAW ENFORCEMENT LABOR SERVICES, INC.



Sean McKnight, Business Agent

Date: 12/28/2021



John Palcher, Steward

Date: 12/28/2021

Memorandum of Understanding

This Memorandum of Understanding (hereinafter, “MOU”) is entered into between the City of Brainerd (hereinafter, “City”) and Law Enforcement Labor Services, Local #65 (hereinafter, “Union”), on behalf of the Police Officers bargaining unit.

WHEREAS, the City and Union are parties to a 2022 – 2024 collective bargaining agreement (hereinafter, “CBA”), which in Article 12 stipulates premium contributions to health insurance; and

WHEREAS, new High Deductible Health Insurance Plan Options were agreed to be offered for 2022-2024.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree to the following premium splits and Employer HSA contributions for our 2022-2024 High Deductible Health Plan Smart Plan options as offered pursuant to Appendix B of the union contract:

<i>Smart Plan #1 - \$1,400 Health Plan</i>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>% Contribution to Monthly Premium</u>			
<u>Employer</u>			
Single	95%	95%	95%
Family	80%	80%	80%
<u>Employee</u>			
Single	5%	5%	5%
Family	20%	20%	20%
<u>HSA Annual Contribution Amount</u>			
<u>Employer</u>			
Single	\$1,000	\$1,000	\$1,000
Family	\$1,500	\$1,500	\$1,500

<i>Smart Plan #3 - \$2,800 Health Plan</i>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>% Contribution to Monthly Premium</u>			
<u>Employer</u>			
Single	95%	95%	95%
Family	80%	80%	80%
<u>Employee</u>			
Single	5%	5%	5%
Family	20%	20%	20%
<u>HSA Annual Contribution Amount</u>			
<u>Employer</u>			
Single	\$2,000	\$2,000	\$2,000
Family	\$2,500	\$2,500	\$2,500

<i>Smart Plan #7 - \$7,050 Health Plan</i>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>% Contribution to Monthly Premium</u>			
<u>Employer</u>			
Single	100%	100%	100%
Family	90%	90%	90%
<u>Employee</u>			
Single	0%	0%	0%
Family	10%	10%	10%
<u>HSA Annual Contribution Amount</u>			
<u>Employer</u>			
Single	\$2,500	\$2,500	\$2,500
Family	\$3,000	\$3,000	\$3,000

BE IT FURTHER RESOLVED THAT all additional employer HSA contribution amounts noted above will be pro-rated based on a monthly contribution.

BE IT FURTHER RESOLVED THAT the City agrees to “front-load” the first three months of the additional Employer HSA contribution for all employees by January 31st of each year. Thereafter (effective April 1st), the amount will return and remain as a monthly contribution.

BE IT FURTHER RESOLVED THAT the City will provide an Opt-Out Option for eligible employees in lieu of the city’s health insurance for 2022, 2023 and 2024. If the eligible employee elects the Opt-Out payment for 2022, 2023, or 2024, the monthly Opt-out taxable payment will be \$400 per month.


IN WITNESS whereof the parties have hereunto set their hands the date and year affixed below.

FOR THE EMPLOYER

FOR LAW ENFORCEMENT LABOR SERVICES LOCAL #65



 Jennifer Bergman, City Administrator



 Sean McKnight, Staff Representative

Date: 11/3/2021

Date: 12/28/2021

APPENDIX A

2022 - 2024 LELS HOURLY RATES OF PAY

Police Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2022	29.79	31.27	32.76	34.24	35.74	37.23	38.72	40.21
1/1/2023	31.35	32.92	34.48	36.04	37.62	39.18	40.76	42.32
1/1/2024	32.95	34.60	36.24	37.88	39.54	41.18	42.84	44.48

Appendix B
High Deductible Health Plan Options

For Plan Years Starting 2022	Smart Plan #1	Smart Plan #3	Smart Plan #7
Deductible per Single ²	Single Coverage Only=\$1,400	\$ 2,800	\$ 7,050
Ded per Family Person	\$ 2,800	\$ 2,800	\$ 7,050
Ded per Family Total	\$ 2,800	\$ 5,600	\$ 14,100
% Paid by Plan After Ded ¹	100%	100%	100%
Out-of-Pkt Max per Single	Single Coverage Only=\$1,400	\$ 2,800	\$ 7,050
OOP Max per Family Person	\$ 2,800	\$ 2,800	\$ 7,050
OOP Max per Family Total	\$ 2,800	\$ 5,600	\$ 14,100

*All plans automatically indexed annually.

¹After deductibles on all Smart plans, the Plan pays 100% of the cost of qualifying care received at Top Value providers, as well provides up to \$1,500 of travel benefit when used to see Top Value providers (minimum distance requirements may apply to receive travel benefit).

²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart plans; instead, copays for generic or brand-name drugs on the approved list will apply.

LELS (Officers) 2022-2024 Contract Supplement

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Law Enforcement Labor Services Local #65 (Police Officers) Union employees were placed on a wage grid per the ratification of its 2019-2021 collective bargaining agreement (CBA). The following details each individual's grid placement at the start of the 2022 CBA:

JOHNSON:

1/1/2022 LELS Grid Placement: Step 1

Hourly wage as of 1/1/2022 \$29.79

CLAUSSEN:

1/1/2022 LELS Grid Placement: Step 1

Hourly Wage as of 1/1/2022: \$29.79

ENGST:

1/1/2022 LELS Grid Placement: Step 1

Hourly Wage as of 1/1/2022: \$29.79

MIDDLETON:

1/1/2022 LELS Grid Placement: Step 2

Hourly Wage as of 1/1/2022: \$31.27

JUDD:

1/1/2022 LELS Grid Placement: Step 2

Hourly Wage as of 1/1/2022: \$31.27

HOST:

1/1/2022 LELS Grid Placement: Step 2

Hourly Wage as of 1/1/2022: \$31.27

GLEASON E.:

1/1/2022 LELS Grid Placement: Step 3

Hourly Wage as of 1/1/2022: \$32.76

HOULE:

1/1/2022 LELS Grid Placement: Step 3

Hourly Wage as of 1/1/2022: \$32.76

LARSON:

1/1/2022 LELS Grid Placement: Step 5

Hourly Wage as of 1/1/2022: \$35.74

GLEASON T.:

1/1/2022 LELS Grid Placement: Step 7

Hourly Wage as of 1/1/2022: \$38.72

LELS (Officers) 2022-2024 Contract Supplement
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SELVESTRA:

1/1/2022 LELS Grid Placement: Step 6
Hourly Wage as of 1/1/2022: \$37.23

KOSTREBA:

1/1/2022 LELS Grid Placement: Step 7
Hourly Wage as of 1/1/2022: \$38.72

PERSONIUS:

1/1/2022 LELS Grid Placement: Step 7
Hourly Wage as of 1/1/2022: \$38.72

BOGGS:

1/1/2022 LELS Grid Placement: Step 8
Hourly Wage as of 1/1/2022: \$40.21

RUNDE:

1/1/2022 LELS Grid Placement: Step 8
Hourly Wage as of 1/1/2022: \$40.21

PALCHER:

1/1/2022 LELS Grid Placement: Step 8
Hourly Wage as of 1/1/2022: \$40.21

MYERS:

1/1/2022 LELS Grid Placement: Step 7
Hourly Wage as of 1/1/2022: \$38.72