

# LABOR AGREEMENT

between

The City of Brooklyn Center, Minnesota



and

Law Enforcement Labor Services



Representing: Non-Licensed Support Staff Supervisors

Union Local # 520

May 24<sup>th</sup>, 2022 - DECEMBER 31, 2024

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**LABOR AGREEMENT**  
**between**  
**The City of Brooklyn Center, Minnesota**  
**and**  
**Law Enforcement Labor Services**

**ARTICLE 1: PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Brooklyn Center, hereinafter called the EMPLOYER, and Local No. 520, Law Enforcement Labor Services, Inc., and Law Enforcement Employees' Union employees, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

**ARTICLE 2: RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for the following job classifications:

All employees in the position of Support Services Manager employed by the City of Brooklyn Center Police Department, Brooklyn Center, Minnesota, who are public employees within the meaning of Minn. Stat. 179A. 03, subd. 14, excluding confidential and all other employees.

**ARTICLE 3: DEFINITIONS**

- 3.1 Union: Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No. 520.
- 3.2 Employer: The City of Brooklyn Center.
- 3.3 Department: The City of Brooklyn Center Police Department.
- 3.4 Chief: The Chief of the City of Brooklyn Center Police Department.
- 3.5 Union Member: A member of Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No. 520.

- 3.6 Union Officer: The Officers elected or appointed by Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No. 520.
- 3.7 Employee: A member of the exclusively recognized bargaining unit.
- 3.8 Base Pay Rate: The employee's hourly pay rate.
- 3.9 Overtime: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: A consecutive 8-hour work period including rest breaks and a lunch break.
- 3.11 Rest Breaks: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 Holiday Pay Rate: One and one-half (1½) times the EMPLOYEE'S regular base pay rate.

#### **ARTICLE 4: SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Center. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

#### **ARTICLE 5: UNION SECURITY**

- 5.1 In recognition of the UNION as the exclusive representative the EMPLOYER shall:
- a. Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction.
  - b. Remit such deduction to the appropriate designated officer of the UNION.
- 5.2 The UNION may designate certain employees in the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 5.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this ARTICLE.

#### **ARTICLE 6: EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in, or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER. In the event there is an impasse during negotiations, the issues shall be submitted for Mediation. A failed

mediation will proceed as follows: In lieu of the Union's right to strike under Minn. Stat. 179A.18, the parties agree to use interest arbitration as provided to essential employees under Minn. Stat. 179A.16, Subd. 2.

#### **ARTICLE 7: EMPLOYER AUTHORITY**

- 7.1 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.
- 7.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 7.3 The EMPLOYER shall provide a bulletin board for UNION notices and announcements to be posted.

#### **ARTICLE 8: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 8.1 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.
- 8.2 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.
- 8.3 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 8.4 Procedure: Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:
- Step 1: An EMPLOYEE must present a grievance within twenty-one (21) business days after the incident giving rise to the grievance has occurred to the EMPLOYEE'S direct supervisor as designated by the EMPLOYER.

The EMPLOYER-designated representative will discuss and respond to such Step 1 grievance within fourteen (14) business days after receipt of time-stamped email.

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, and the remedy requested within fourteen (14) business days after the EMPLOYER-designated representative's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the UNION within fourteen (14) business days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the CHIEF or their representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within fourteen (14) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) business days following the EMPLOYER-designated representative's final Step 2 answer.

Any grievance not appealed in writing to Step 3 by the UNION within fourteen (14) business days shall be considered waived.

Step 3: A grievance unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services upon mutual agreement of the parties. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) business days following the Step 3 mediation. Any grievance not appealed in writing to Step 4 by the UNION within fourteen (14) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended, unless the EMPLOYEE chooses a different remedy pursuant to section 8.7. If the parties cannot agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

#### 8.5 Arbitrator's Authority:

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing 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 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.

8.6 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 agreement of the EMPLOYER and the UNION.

8.7 Choice of Remedy: If the grievance involves a veteran and is a suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed directly to Step 3 (by mutual agreement) or Step 4 of this ARTICLE. If the EMPLOYEE chooses to appeal directly to Step 4, the EMPLOYEE may select arbitration or a Veteran's Preference hearing pursuant to applicable law.

If the EMPLOYEE chooses a Veteran's Preference hearing, the EMPLOYEE must sign a statement indicating their choice of remedy and agreeing to waive the right to arbitration.

## **ARTICLE 9: SENIORITY**

Seniority is defined as the length of continuous service beginning with an EMPLOYEE'S date of hire under any job classification covered by ARTICLE 2 RECOGNITION.

- 9.1 Seniority will be the determining criterion for transfers, promotions, recall and lay-offs only when all job-relevant factors are equal.
- 9.2 Layoff: If the EMPLOYER eliminates a job classification or position and an incumbent EMPLOYEE is reassigned to another job classification covered by this agreement, the EMPLOYEE shall retain the seniority earned in the previously held job classification.
- 9.3 Recall: Seniority will be the determining criterion for recall when job-relevant qualifications are equal. Recall rights under this provision will continue for twelve (12)

months from the date of lay off. Recalled EMPLOYEES shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

**ARTICLE 10: DISCIPLINE**

- 10.1 The EMPLOYER will discipline employees only for just cause.
- 10.2 An EMPLOYEE(S) will not be required to participate in an investigatory interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the EMPLOYEE(S) unless the EMPLOYEE(S) is given the opportunity to have a UNION OFFICER present at the interview to act as witness for the EMPLOYEE(S).
- 10.3 The EMPLOYER shall provide the UNION with a copy of all discipline.

**ARTICLE 11: PROBATIONARY PERIOD**

- 11.1 All newly hired or rehired EMPLOYEES will serve a six (6) month probationary period.
- 11.2 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 11.3 At any time during the probationary period a promoted or reassigned EMPLOYEE may be demoted or reassigned at the sole discretion of the EMPLOYER to the EMPLOYEE'S previous position if a vacancy exists.

**ARTICLE 12: WORK SCHEDULES**

- 12.1 The sole authority for work schedules is the EMPLOYER. The normal workday for an EMPLOYEE(S) shall be set by the EMPLOYER.
- 12.2 Nothing contained in this ARTICLE, or any other ARTICLE, shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.
- 12.3 The normal work year is two-thousand and eighty (2,080) hours for 40 hour per week schedules, to be accounted for by each EMPLOYEE through:
  - a. Hours worked on assigned shifts.
  - b. Holidays.
  - c. Assigned training.
  - d. Authorized leave time.

**ARTICLE 13: WAGES**

- 13.1 The following wage schedule will be in effect:

May 24 – December 31, 2022	\$35.08 - \$48.76 *
January 1 – December 31, 2023	\$36.67 - \$50.22 3% increase
January 1 – December 31, 2024	\$37.77 - \$51.72 3% increase



\*As of the effective date of this Agreement, the hourly rate of the employee holding the Support Services Manager position is \$48.76. Pay adjustments for 2023 and 2024 for this employee will be based on this hourly rate.

- 13.2 Retention bonus in the amount of \$2,500.00 upon execution of the labor agreement for those employees employed on April 11, 2021 and assigned to the Police Department Facility.

#### **ARTICLE 14: VACATION**

- 14.1 Permanent full-time EMPLOYEES shall earn paid vacation leave per the schedule set forth in the City of Brooklyn Center Personnel Policy.
- 0 – 5 years of service – eighty (80) hours per year (accrued at 3.08 hours per pay period)
  - 6 – 10 years of services – One hundred twenty (120) hours per year (accrued at 4.62 per pay period)
  - During 11th year of service 128 hours per year.
  - During 12th year of service 136 hours per year.
  - During 13th year of service 144 hours per year.
  - During 14th year of service 152 hours per year.
  - During 15th year of service 160 hours per year.
- 14.2 Employees using earned vacation leave or sick leave shall be considered working for the purpose of accumulating additional vacation leave.
- 14.3 Vacation may be used as earned, except that the Employer shall approve the time at which the vacation leave may be taken. Employees shall not be permitted to waive vacation leave and receive double pay.
- 14.4 Employees may accrue a maximum of two hundred thirty (230) hours of vacation leave. Employees may not carry forward more than two hundred thirty (230) hours of vacation leave from year to year.
- 14.5 Employees leaving the service of the Employer in good standing, after having given the Employer fourteen (14) day notice of termination of employment, shall be compensated for vacation leave accrued and unused.
- 14.6 For up to three times in calendar year 2023, union members will have the option to sell back up to forty (40) hours of vacation which will be paid at the employee's current rate of pay.

#### **ARTICLE 15: SICK LEAVE**

- 15.1 Sick leave with pay shall be granted to probationary and permanent full-time employees at the rate of eight (8) hours per month or 96 hours per year (computed at 3.69 hours per pay period) of full-time service or major fraction thereof. Sick leave granted

probationary employees shall not be available for use during the first six (6) months of service.

- 15.2 Sick leave may be used for absence from duty because of personal illness or legal quarantine of the employee, or because of serious illness in the immediate family, which for purposes of this section shall mean the employee's child (including stepchildren and foster children), adult child, spouse, sibling, parent, parent-in-law, stepparent, domestic partner, grandparent and grandchild of the employee;

Sick leave may be used for the purpose of attending the funeral of an immediate family member, as defined above, plus brothers-in-law and sisters-in-law.

- 15.3 After nine hundred sixty (960) hours have been accumulated, sick leave shall accrue at the rate of four (4) hours per month or forty-eight (48) hours per year (computed at 1.85 hours per pay period), and simultaneously vacation leave, in addition to regular vacation leave accrual, shall accrue at the rate of two (2) hours per month or twenty-four (24) hours per year (computed at .925 hours per pay period). Employees using earned vacation or sick leave shall be considered to be working for the purpose of accumulating additional sick leave. Workers' Compensation benefits shall be credited against the compensation due employees utilizing sick leave.

- 15.4 To be eligible for sick leave with pay, an employee must:
- a. Notify the Employer prior to the time set for the beginning of their normal scheduled shift;
  - b. Keep the Employer informed of their condition if the absence is of more than three (3) days duration;
  - c. Submit medical certificates for absences exceeding three (3) days, if required by the Employer.

- 15.5 Employees abusing sick leave shall be subject to disciplinary action.

#### **ARTICLE 16: HOLIDAYS**

- 16.1 EMPLOYEES shall receive eight (8) hours of holiday leave on each official City holiday pursuant to the City's Personnel Policy.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving      Friday after Thanksgiving  
Christmas Day                      December 25  
Two Personal Floating Holidays (See description below)

When a holiday falls on a Saturday the previous Friday is designated as the holiday; when on a Sunday, the following Monday is designated as the holiday for employees whose normal work schedule is Monday through Friday.

In order to be paid for holiday leave, the benefit earning employee must be working or using vacation, sick or other approved paid leave on both the day before and after the holiday.

Employees receive two personal floating holidays per year to be used as follows:

- a. Regular full-time employees, employed as of January 1 of each year, shall have one eight (8) hour personal floating holiday to be used within the calendar year. Such floating holiday shall be taken at the employee's discretion upon approval of the employee's supervisor. The floating holiday must be taken as a whole day off and may not be used in partial days. The personal holiday must be used within the calendar year or it will be lost.
- b. Regular full-time employees, employed as of July 1 of each year, shall have one eight (8) hour personal floating holiday to be used within the period July 1 through December 31 of that year. Such floating holiday must be taken as a whole day off and may not be used in partial days. The personal holiday must be used within the period July 1 through December 31 of the year in which it is received or it will be lost.

16.2 Employees may use holiday leave with the approval of the Employer.

16.3 In addition to holiday pay, an employee who works on an official holiday will be paid time and one-half (1½) the employee's regular pay rate for all hours actually worked during the named holiday.

16.4 Weekend Holiday: When a holiday falls on a Saturday, the preceding Friday is the recognized holiday. When a holiday falls on a Sunday, Monday is the recognized holiday.

#### **ARTICLE 17: JURY DUTY PAY**

A regular full-time or part-time employee will be granted paid leaves of absence for required jury duty or for other required subpoenaed appearances before a court or other public body in connection with City-related business.

## ARTICLE 18: SEVERANCE PAY

Employees who separate from the City in good standing, which means having given the Employer at least a fourteen (14) days advance notice of separation, are entitled to following severance: 1) one-third of their accumulated sick leave if the employee has been employed with the City for at least five consecutive years; and 2) up to 230 hours of accrued vacation leave. This will be deposited into PEHCSP account.

The Post Employment Health Care Savings Plan (PEHCSP) is established to help defray the cost of medical expenses and health insurance premiums for employees, spouses and dependents after the employee leaves employment with the City of Brooklyn Center.

### 18.1 Participation Eligibility

Regular full-time benefit earning employees may have contributions made on their behalf into the PEHCSP. *Participants must be 21 years of age or older. Unless noted otherwise in this policy, the minimum period of service required to participate in the plan is 60 days.*

Every eligible employee in an employee group is required to participate in the PEHCSP for their group as outlined in this applicable labor agreement.

18.2 PEHCSP Contributions: When appropriate, each employee will have an account established in his or her name. Unless specifically noted otherwise, contributions (and earnings) to an employee's PEHCSP account are not taxable income.

### 18.3 Accessing Funds

- a. Employees may access the funds in their PEHCSP account when they are eligible to retire under the Public Employees Retirement Association's (PERA) rules.
- b. Unless prohibited by the IRS, employees leaving employment with the City prior to being eligible for retirement through PERA, for the reasons noted below, may make withdrawals on a tax-free basis for eligible health-related expenses.
  - Upon termination of employment.
  - If employee is collecting a disability.
  - If employee is on a medical leave (six months or longer)
  - If employee is on a leave of absence (one year or longer).
  - If the employee returns to work and is earning medical benefits, they are no longer eligible to make withdrawals from their PEHCSP account.

The IRS does not allow these funds to be rolled into any other type of plan, including an IRA.

- c. Access following death. The surviving spouse and eligible dependents continue to access the account for eligible expense reimbursements until the PEHCSP account is exhausted. Such reimbursements are not taxable. Unless prohibited by

the IRS, reimbursements may also be made to a beneficiary other than a surviving spouse or eligible dependent. However, such reimbursements would be taxable to the recipient.

#### 18.4 Eligible Expenses Reimbursed by Plan

Funds in a PEHCSP account may be used to reimburse:

- a. Insurance premiums (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums, COBRA and Chapter 488 insurance premiums, long term care insurance premiums (not long term care expenses), and dental insurance premiums.
- b. Most qualifying medical expenses as defined in Internal Revenue Code Section 213 (i.e. medical costs that would otherwise be deductible to the employee on his or her individual income tax return).

A third-party claims administrator will handle claims administration.

18.5 No Opt-out: Employees and retirees in groups covered by the PEHCSP program are not permitted to opt-out of the program. Participation is mandatory.

18.6 Program Administration: Along with the Human Resources Division, the company selected will administer the PEHCSP program. The employee controls how the money is invested similar to the section 457 deferred compensation plan. The employee receives an account statement from the company for his or her PEHCSP account.

18.7 Administrative Fees: Please contact the vendor selected for current administrative and mutual fund fees.

#### 18.8 Plan Modifications

The details of the Vendor's administration of the PEHCSP as well as other features of the plan are set forth in the PEHCSP materials as provided. These details and IRS regulations regarding the PEHCSP may be revised, necessitating the revision to this policy or other agreements between employee groups and the City.

The City reserves the right to modify its policy to comply with any other regulations regarding the plan and to add contribution requirements.

#### 18.9 Contribution Formulas

1. No contribution formulas currently.
2. Severance Pay. No severance contributions currently elected.

### **ARTICLE 19: EDUCATION COMPENSATION**

EMPLOYEES will be eligible for the same Educational Reimbursement Program as offered by the EMPLOYER to other City employees.

## **ARTICLE 20: INSURANCE**

Effective 1/1/2022 and for the duration of this agreement, the City will offer the best of any agreement that we have for any other employee group.

## **ARTICLE 21: SAFETY**

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage EMPLOYEES to work in a safe manner and respectful manner according to the City's Respectful Workplace Policy.

## **ARTICLE 22: UNIFORMS**

Those EMPLOYEES issued uniforms are required to wear them while on duty. The EMPLOYER shall provide a uniform allowance of two hundred and fifty dollars (\$250.00). The EMPLOYER reserves the right to select the type of uniform.

## **ARTICLE 23: WAIVER**

- 23.1 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.
  
- 23.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing 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 parties at the time this contract was negotiated or executed.

**ARTICLE 24: DURATION**

This AGREEMENT shall be effective as of May 24, 2022 and shall remain in full force and effect until the 31st day of December 2024.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this  
12th day of June, 2023.

For Law Enforcement Labor Services and Law Enforcement Non-Licensed Support Staff Supervisors:

Jay Mahur, Business Agent

For the City of Brooklyn Center:

April Thomas, Mayor

[Signature], City Manager

# **Additional MOU'S**



# MEMORANDUM OF UNDERSTANDING

## Juneteenth

This Memorandum of Agreement is entered into between the City of Lino Lakes (hereafter "Employer") and Law Enforcement Labor Services, Local 299 (hereafter "Union").

**WHEREAS**, the Employer and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2024; and

**WHEREAS**, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 ("Juneteenth") as an official state holiday effective August 1, 2023; and

**WHEREAS**, a provision in HF1830, the state and local government omnibus bill, changed the effective date to June of 2023, requiring that Juneteenth be observed in 2023, and

**NOW THEREFORE**, the parties agree as follows effective with the ratification of this Agreement:

1. The Employer wishes to provide Juneteenth as a paid holiday to all employees for the calendar years of 2023 and 2024.

**NOW THEREFORE**, the parties agree this Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE EMPLOYER

*Sarah Colton*

6/13/2023

Date

FOR THE UNION

*Jay Mahw*

6-13-23

Date