

Master Labor Agreement

Between

City of Brooklyn Center

And

Law Enforcement Labor Services, Local Number 86

January 1, 2022 - December 31, 2024

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ARTICLE 1 - Purpose of Agreement

This Agreement is entered into between the City of Brooklyn Center, hereinafter called the Employer, and Law Enforcement Labor Services, "Local No. 86", hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2-Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 6, for all police personnel in the following job classifications: Sergeant; Commander
- 2.2 In the event the Employer and the Union 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, "Local No. 86."
- 3.2 **Union Member:** A member of Law Enforcement Labor Services, "Local No. 86."
- 3.3 **Department:** The City of Brooklyn Center Police Department.
- 3.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.5 **Employer:** The City of Brooklyn Center.
- 3.6 **Chief:** The Chief of the Brooklyn Center Police Department.
- 3.7 **Union Officer:** Officer elected or appointed by Law Enforcement Labor Services, "Local No. 86."
- 3.8 **Overtime:** Work performed at the express authorization of the Employer 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:** Period 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 **Regular Base Pay Rate:** The employee's hourly or monthly base pay rate.
- 3.13 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 4 - Employer Security

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - Employer Authority

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 - Union Security

- 6.1 The Employer shall deduct the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union 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.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 - 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 the 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 - Constitutional Protection

Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions.

ARTICLE 9 - Seniority

- 9.1 Seniority shall be determined by continuous length of service in the job classification covered by this Agreement. Employees promoted from the classification covered by this Agreement to a position outside the bargaining unit will continue to accrue seniority under this Agreement until the completion of their promotional probationary period or for no longer than twelve (12) months. The seniority roster shall be based on length of service in the job classification covered by this Agreement. Employees lose seniority under this Agreement under the following circumstances: resignation, discharge for cause, or transfer or promotion to a

classification not covered by this Agreement after completion of the promotional probationary period or for no longer than twelve (12) months after transfer or promotion.

- 9.2 There shall be an initial probationary period for new employees of twelve (12) months. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. The Employer shall give the Union and the employees at least two (2) weeks written notice in advance of any layoff. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired.
- 9.4 Senior qualified employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment. Except as noted in the preceding sentence, shift assignments shall be bid on the basis of seniority at least annually in January and within 30 days of any permanent change in the work schedule. Employees will not be subject to shift rotation more often than every four (4) months. If a special assignment's position is created, assignment to such position shall be opened for bidding on the basis of seniority for up to a two-year assignment in such position. A person shall not be eligible to bid or be assigned to such special assignment position more often than two years out of any four continuous year periods. In the event that no one bids a special assignment position, an employee who is otherwise ineligible to bid it because they have already held it for two years within a four-year continuous period, shall then be eligible to bid for the position. If an employee is assigned to a special assignment position, they shall be eligible to bid for any other position at the next bid. [A special assignment position is one out of the normal shift rotation with primary emphasis on patrol management.]
- 9.5 One continuous vacation period shall be selected on the basis of seniority until January 31 of each calendar year.
- 9.6 The Employer shall recognize seniority as the primary factor when authorizing holiday leave and compensatory time leave.
- 9.7 No time shall be deducted from an employee's seniority accumulation due to absences occasioned by an authorized leave with pay, any military draft or government call-up to Reserves or National Guard, or for layoffs less than two (2) years in duration.

ARTICLE 10 - Work Schedules

- 10.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
 - a. hours worked on assigned shifts,
 - b. holidays,
 - c. assigned training, and
 - d. authorized leave time.

10.2 Authorized leave time (including holiday hours) is to be calculated on the basis of the actual hours used for such leave based on the time that the employee would otherwise have been scheduled to work.

10.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

10.4 Record .66 of compensatory time per pay period for each sergeant for the daily passing of information.

ARTICLE 11 - Discipline

11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

11.2 Suspension, demotions, and discharges will be in written form.

11.3 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 the Union will receive a copy of such reprimands and/or notices.

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

11.5 A single disciplinary action for failure to attend training, court or tardiness will be removed from the personnel file after 18 months if, during that time, the single incident of discipline for failure to attend training, court or tardiness, is the only occurrence of discipline during that 18-month period.

11.6 Discharges will be preceded by a five (5) day suspension without pay.

11.7 For purposes of discipline, a day will mean eight (8) hours.

11.8 Employees will not be questioned concerning an investigation of proposed disciplinary action against the employee being questioned unless the employee has been given an opportunity to have a Union representative present at such questioning.

11.9 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 12.

ARTICLE 12 - Employee Rights - Grievance Procedure

12.1 *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.

12.2 *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 6.2 of this Agreement.

12.3 *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 a 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 that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

12.4 *Procedure* - Grievances, as defined by Section 12.1, 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 the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union 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 the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3ct. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual Agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the Union 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.

12.5 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 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.

12.6 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 13 - Overtime (Sergeant Classification)

- 13.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.

- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest six (6) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 When employees have less than twelve (12) hours of duty-free time between assigned shifts, they will be compensated at a rate of one and one-half (1½) times the employee's regular base pay rate for the next shift. For purposes of this Article, shift extensions, elected overtime, voluntary changes of shifts, City-contracted work, training, and court time are considered as duty-free time. The twelve (12) hour requirement may be waived by mutual Agreement between the Employee and the Police Administration.
- 13.8 As an option to monetary compensation for overtime, an employee may annually elect compensatory time off at a rate of one and one-half (1½) time. An employee's compensatory time bank shall not exceed sixty (60) hours at any time during a calendar year. Employees with fewer than thirty (30) hours of compensatory time will be paid out to the employee on or about the first paycheck in December. Employees with thirty (30) or more hours up to the sixty (60) hour limit will have pay placed in the employee's HCSP account on or about the first pay check in December. No compensatory time will be accumulated or used during the month of December. Special overtime duty assignments made available to all employees by the Chief of Police at the employee's rate of compensation will not be eligible for compensatory time. Compensatory time off shall be granted only at the convenience of the Employer with prior approval of the Employer-designated supervisor.
- 13.9 Employees given less than sixteen (16) hour notice of a scheduled duty change other than their regularly scheduled work period shall be compensated at one and one-half (1½) times the employee's regular pay rate for hours worked outside of the scheduled work period.
- 13.10 Police Commanders are only eligible for overtime pay for privately funded and grant funded projects (Safe and Sober, etc.) and are otherwise ineligible for overtime.

ARTICLE 14 - Court Time

14.1 Court Appearances:

- 14.1.1 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. Employees shall not be required to work office or street duty to qualify for the court time minimum.

14.1.2 An employee who is required to appear in court during their scheduled off-duty time shall be given 12 hours prior notification of cancellation of the court appearance. If the notification is not given 12 hours prior to the scheduled court time, the employee will receive the three (3) hour court time minimum.

14.2 Standby Pay:

14.2.1 Any employee placed on standby on scheduled days on will be paid three (3) hours at one time the employee's base pay. IE: If an officer is scheduled to work night shift on Monday and Tuesday night and is placed on standby on Monday or Tuesday, then standby pay would be at straight time.

14.2.2 An employee who is placed on standby for court during their scheduled off-duty time shall be given 12 hours prior notification of cancellation of the court appearance. If the notification is not given 12 hours prior to the scheduled court time, the employee will receive the three (3) hour minimum as provided in Section 14.2.1 or 14.2.2.

14.2.3 Any employee who is placed on stand-by for court should retain a copy of the notice placing them on stand-by, or obtain the name of the person placing them on stand-by.

ARTICLE 15 - Call Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hours minimum.

ARTICLE 16 - Working Out of Classification

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17 - Standby Pay

Employees required by the Employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 18 - Leaves of Absence

18.1 In cases of demonstrated need and where sick leave has not been abused, the Employer shall grant to employees a leave of absence without pay for extended personal illness after the accumulative sick leave has expired. Such leaves of absence shall not exceed ninety (90) calendar days. Upon granting such unpaid leave of absence, the Employer will not permanently fill the employee's position and the employee's benefits and rights shall be retained.

18.2 An employee called to serve on a jury shall be reimbursed the difference between the amount paid for such service (exclusive of travel and expense pay) and compensation for regularly scheduled working hours lost because of jury service.

- 18.3 Employees ordered by proper authority to National Guard or Reserve Military Service not exceeding fifteen (15) working days in any calendar year shall be entitled to leave of absence without loss of status. Such employees shall receive compensation from the Employer equal to the difference between his/her regular pay and the lesser military pay.
- 18.4 Employees called and ordered by proper authority to active military service in time of war or other properly declared emergency shall be entitled to leave of absence without pay during such service. Upon completion of such service, employees shall be entitled to the same or similar employment of like seniority, status, and pay as if such leave had not been taken, subject to the specific provisions of Chapter 192 of the Minnesota Statutes.
- 18.5 Members of the bargaining unit will receive such additional leaves as provided for under State or Federal law, as the same laws may be amended from time to time.
- 18.6 Additional leaves of absence may be granted in the City Manager's discretion upon the same terms and conditions as then applicable to non-Union employees pursuant to the City's Personnel policy applicable to non-Union employees at the time of application for a leave of absence.

ARTICLE 19 - Severance

- 19.1 An employee shall give the Employer two (2) weeks notice in writing before terminating his employment.
- 19.2 Severance pay in the amount of one-third (1/3) the accumulated sick leave employees have to their credit at the time of resignation or retirement, times their respective regular pay rate, shall be paid to employees who have been employed for at least five (5) consecutive years. If discharged for just cause, severance pay shall not be allowed.
- 19.3 Employees electing to participate in a Health Care Savings Plan will receive 40% of sick leave severance paid into the Health Care Savings Plan. Employees not eligible to participate in the Health Care Savings Plan will receive one-third of sick leave severance.

ARTICLE 20 - Injury on Duty

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and Workers' Compensation insurance payments for a period not to exceed 720 hours per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Workers' Compensation insurance payments.

ARTICLE 21 - False Arrest Insurance

The City of Brooklyn Center shall maintain liability insurance that includes a provision for unlawfully detaining an individual when an employee is acting within the scope of their duties on behalf of the City of Brooklyn Center.

ARTICLE 22 - Training

- 22.1 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 meeting the continuing education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed 48 hours of such training every three (3) years. The Employer need not make such reimbursement for attendance at a course located less than sixty (60) miles from the City of Brooklyn Center 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 Officers 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.
- 22.2 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 salaries shall not exceed a total of forty-eight (48) hours every three (3) years.

ARTICLE 23 - Post License Fees

The Employer shall pay up to \$90 for the cost of POST license fees for all employees requiring such license during each licensing period.

ARTICLE 24 - Uniforms

The Employer shall provide required uniform and equipment items. In addition, the Employer shall pay to the uniformed officers a maintenance allowance of \$155 per year. Plainclothes officer(s) shall be paid a clothing allowance of \$590 per year.

ARTICLE 25 - Holiday Leave

- 25.1 Employees shall receive eight (8) hours of holiday leave per month. Ninety-six (96) hours of holiday leave shall be advanced to employees on January 1st of each calendar year beginning on January 8, 2002. In the event an employee is not employed for the entire calendar year, the employee's holiday leave shall be reduced by eight (8) hours for each full month that the employee will not have worked in that calendar year.
- 25.2 Employees may use holiday leave with the approval of the Employer.
- 25.3 An employee who works on Martin Luther King, Jr. Day, Memorial Day, Independence Day, or Labor Day shall receive time and one-half (1½) employee's regular pay rate for all hours actually worked during the named holiday.
- 25.4 An employee who works on New Year's Day, Thanksgiving Day, or Christmas Day shall receive two times the employee's regular pay rate for all hours actually worked during the named holiday.
- 25.5 Except as provided in 25.3, overtime pay shall not be authorized for employees for hours worked on holidays when such work is part of the planned schedule.

- 25.6 An employee may request a holiday off, which he/she is required to work, prior to fourteen calendar days before the holiday. The Employer shall post the open holiday shift to be filled by another employee at the holiday rate of pay. The employee making the request for the holiday off is responsible for working the holiday if the posting is not filled five (5) days prior to the holiday.
- 25.7 Employees beginning employment after January 1st of a calendar year shall receive eight (8) hours of holiday leave per month beginning on the first month in which they are working as of the first day of that month. Such employees shall receive an advance of holiday leave hours equal to eight (8) hours multiplied by the number of whole months they will work through December of the year in which they were first employed.
- 25.8 Any holiday leave not used on or before December 31st of each year will be deemed forfeited and shall not carry over into the next calendar year.

ARTICLE 26 - Vacation Leave

- 26.1 Permanent full-time employees shall earn vacation leave with pay as per the following schedule:
- 0 through 10 years of service - one hundred twenty (128) hours per year
(accrued at 4.92 hours per pay period)
- Eight (8) additional hours per year of service to a maximum of one hundred sixty (168) hours after fifteen (15) years of service
- 11 years – 5.23 hours per pay period
12 years - 5.54 hours per pay period
13 years - 5.85 hours per pay period
14 years - 6.15 hours per pay period
15 years - 6.46 hours per pay period
- 26.2 Employees using earned vacation leave or sick leave shall be considered working for the purpose of accumulating additional vacation leave.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 An additional 40 hours of vacation leave time will be provided to be used in 2022. This amount will be allowed to be carried over into 2023.

ARTICLE 27 - Sick Leave

- 27.1 Sick leave with pay shall be granted to probationary and permanent 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, except that sick leave granted probationary employees shall not be available for use during the first six (6) months of service.
- 27.2 Sick leave shall be used normally for absence from duty because of personal illness or legal quarantine of the employee, or because of serious illness in the immediate family. Immediate family shall mean brother, sister, parents, parents-in-law, spouse, or children of the employee; Sick leave may be used for the purpose of attending the funeral of immediate family members plus brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, and grandchildren of the employee.
- 27.3 Sick leave shall accrue at the rate of eight (8) hours per month or ninety-six (96) hours per year until nine hundred sixty (960) hours have been accumulated (shall be computed at 3.69 hours per pay period). Effective January 1, 1994, 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.
- 27.4 In order 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.
- 27.5 Employees abusing sick leave shall be subject to disciplinary action.
- 27.6 An employee who accumulated 960 hours of sick leave and who uses not more than the equivalent of two regularly scheduled shift's worth of sick leave hours in a calendar year shall receive a wellness incentive equal to one of the employee's regularly scheduled shifts' compensation at the employee's regular rate of compensation.
- 27.7 Employees who are eligible, may purchase certain authorized items, to benefit healthy living, and be reimbursed from their sick bank, up to 15 hours, some examples are gym memberships, exercise equipment etc.

ARTICLE 28 – Insurance

- 28.1 **2022 Full-time Employees**
Effective 1/1/2022 and for the duration of this agreement, the City will will offer the best of any agreement that we have for any other employee group.

28.2 Life Insurance and Balance of Cafeteria Funds: The City of Brooklyn Center will provide payment for premium of basic life insurance in the amount of \$10,000. The employee may use the remainder of the contribution (limits as stated above) for use as provided in the Employer's Cafeteria Benefit Plan. The Employer will make a good faith effort to provide the following options for employee selection: group dental, supplemental life, long-term disability, deferred compensation or cash benefits. The Employer will be excused from the requirement of offering a particular option where such becomes unfeasible because of conditions imposed by an insurance carrier or because of other circumstances beyond the City's control.

ARTICLE 29 - Wage Rates

Sergeant

Date 1/1/2022 (3% plus \$511 monthly market adjustment)	Sergeant Rate
Start	\$51.42/hour
Step 1	\$55.50/hour
After 36 months	\$56.81/hour

Date 1/1/2023 (3% increase and no market adjustments)	Sergeant Rate
Start	\$52.96/hour
Step 1	\$57.17/hour
After 36 months	\$58.51/hour

Date 1/1/2024 (3% increase and no market adjustments)	Sergeant Rate
Start	\$54.55/hour
Step 1	\$58.89/hour
After 36 months	\$60.27/hour

Commander

Date:	Commander Rate
1/1/22 – 3% plus \$585/month market	\$10,831 - \$11,277/month
1/1/23 – 3% increase	\$11,156 - \$11,615/month
1/1/24 – 3% increase	\$11,491 - \$11,963/month

New hires in the Commander classification will be paid at minimum starting wage, be on probation for one year and after successful completion of probation will receive a pay increase to the maximum pay.

ARTICLE 30 - Benefits for Retirees

Retirees at the time of retirement shall receive the same options and level of City contribution for insurance coverage upon retirement as are provided by the City's Personnel Policy covering non-Union employees as such options and contributions may be changed by the City from time to time.

ARTICLE 31 - Mileage and Expense Reimbursement

Employees shall receive the same mileage and expense reimbursement rates upon the same terms and conditions as generally provided in the City's Personnel Policy covering non-Union employees as such policy may be changed by the City from time to time.

ARTICLE 32 - Light Duty

Members of the bargaining unit will be eligible for temporary light duty assignment upon approval of the City Manager upon such terms and conditions as would apply to non-Union employees of the City as set forth in the City's personnel policy, as the same may be amended from time to time by the City.

ARTICLE 33 - Tuition Refund

Bargaining unit members who have passed their initial probation period may be eligible for reimbursement of tuition and required course fees for courses taken for credit through accredited educational institutions.

Tuition reimbursement may be approved for courses with the following criteria:

1. a college level course available for credit; and
2. course is taken on personal time; and
3. course is "work related"; and
4. grade of "C" or better or "satisfactory" is received upon completion; and
5. the training request receives pre-approval and final approval by the Police Chief.

Bargaining unit members are eligible for a 75 % reimbursement of books, tuition and required fees upon completion. Bargaining unit members interested in participating in this program must first submit course work to the Police Chief for pre-approval. Pre-approval forms may be obtained from the Police Chief. Employees must obtain pre-approval to ensure they obtain reimbursement through participation in this program. Maximum reimbursement is \$1,500 per employee per calendar year. The annual budget for the tuition refund program shall not exceed \$6,000.

ARTICLE 34 - Retiree Health Savings Plan (RHSP)

The Retiree Health Savings Plan (RHSP) 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.

1. Participation Eligibility

Regular full-time benefit earning employees may have contributions made on their behalf into the RHSP.

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 RHSP for their group as outlined in this applicable labor agreement.

2. RHSP 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 RHSP account are not taxable income.

3. Accessing Funds

- a. Employees may access the funds in their RHSP 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, he/she is no longer eligible to make withdrawals from their RHSP 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 RHSP 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.

4. Eligible Expenses Reimbursed by Plan

Funds in a RHSP account may be used to reimburse:

1. 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.
2. 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 hired by ICMA-RC will handle claims administration.

5. No Opt-out

Employees and retirees in groups covered by the RHSP program are not permitted to opt-out of the program. Participation is mandatory.

6. Program Administration

Along with the Human Resources Division, the ICMA Retirement Corporation will administer the RHSP program. The employee controls how the money is invested similar to his or her Section 457 deferred compensation program. The employee receives an account statement each quarter from ICMA for his or her RHSP account.

7. Administrative Fees

Please contact ICMA for current administrative and mutual fund fees.

8. Plan Modifications

The details of official ICMA-RC's administration of the RHSP as well as other features of the plans are set forth in the RHSP materials provided by ICMA-RC. These details and IRS regulations regarding the RHSP 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.

9. Contribution Formulas

1. Election for Pre-Tax Contributions from Compensation.

Employees may elect to contribute up to 25% of their compensation.

This is a one-time, irrevocable election. Employees must make this decision during the open enrollment period.

2. Severance Pay.

Employees who qualify to receive severance pay and vacation pay upon retiring or leaving the city in good standing, as defined by the current Labor Agreement, will designate from 0% to 100% (in 10% increments) to be placed in their individual RHSP accounts at the time of retirement or resignation.

This is an irrevocable election. Employees must make this decision during the open enrollment period prior to the beginning of the year in which they will retire.

ARTICLE 35 - Agreement Implementation

Employer shall implement the terms of this Agreement in the form of a resolution. If the implementation of the terms of this Agreement require the adoption of a law, ordinance, or charter amendment, the Employer shall make every reasonable effort to propose and secure the enactment of such law, ordinance, resolution, or charter amendment.

ARTICLE 36 - Waiver

35.1 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.

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

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

ARTICLE 37 - Duration

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until the thirty-first (31) day of December 2024, as noted in the contract.

IN WITNESS THERETO, the parties have caused this Agreement to be executed this 22 day of December, 2021.

FOR LAW ENFORCEMENT
LABOR SERVICES

[Signature] 12/22/21
Business Agent

[Signature] 12/22/21
Union Steward

[Signature] (S.M. Pastor) 12/22/21
Union President

FOR THE CITY OF BROOKLYN
CENTER

[Signature]
Mayor

[Signature]
City Manager