

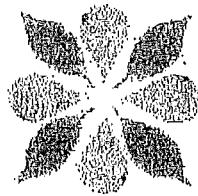
AGREEMENT

between

THE CITY OF FOREST LAKE

and

LAW ENFORCEMENT LABOR SERVICES, INC.
(LELS Local #111)



Forest Lake

AS GOOD AS IT SOUNDS



January 1, 2023 through December 31, 2025

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ARTICLE 1 - PURPOSE

This AGREEMENT is hereby made and entered into by and between the City of Forest Lake, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter referred to as the UNION.

It is the purpose and intent 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 for all police personnel in the following unit:

All peace officers employed by the Forest Lake Police Department, Forest Lake, Minnesota, within the meaning of Minn. Stat. 179A.03 Subd.7, excluding supervisory confidential and all other employees.

- 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, Inc.
- 3.2 UNION MEMBER: A member of Local No. 111 of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Forest Lake Police Department.
- 3.5 EMPLOYER: The City of Forest Lake.
- 3.6 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.7 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

- 3.8 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 PROBATION PERIOD: Employees shall be probationary during the first one (1) year of employment, from the most recent date of hire. During this period an employee may be discharged at the discretion of the EMPLOYER.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal function of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct from 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 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 of UNION notice(s) and announcements.
- 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 provision of this article.

ARTICLE 7- EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 PROCEDURE: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:
- Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated. The remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by 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 Step 2 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 in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
- Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to rules published by the State of Minnesota Bureau of Mediation Services.

7.5 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 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.
- D. If the Union files for mediation leading to interest arbitration, the Employer reserves the right to select conventional interest arbitration; or final offer issue by

issue interest arbitration. By mutual agreement the parties may elect final offer total package interest arbitration.

E. If the Employer files for mediation leading to interest arbitration, the Union reserves the right to select conventional interest arbitration; or final offer issue by issue interest arbitration. By mutual agreement the parties may elect final offer total package interest arbitration.

7.6 WAIYER: 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.

7.7 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3 of the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7 or to Veteran's Preference, if the employee is a veteran. If appealed to Veteran's Preference the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized Step 4 of ARTICLE 7 or Veteran's Preference - and shall sign a statement to the effect that the choice precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Forest Lake. 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 provision(s) 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 9 - SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 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 the employee's previous position at the sole

discretion of the EMPLOYER.

- 9.3 A reduction of work force will be accomplished on the basis of seniority.
- Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within one year of the time of the employee's layoff before any new employee is hired.
- 9.4 Senior employees shall be given preference with regards to transfer, job classification assignments and promotion when the job-relevant qualifications of employees are equal.
- 9.5 Senior employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.
- 9.6 One continuous vacation period shall be selected on the basis of seniority until such time specified by the Chief of Police during the calendar year.

ARTICLE 10 - DISCIPLINE

- 10.1 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.
- 10.2 Suspension, demotions and discharges will be in written form.
- 10.3 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. The Employee(s) and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 An Employee will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE 7.

ARTICLE 11 - SEVERANCE

- 11.1 Vacation time and compensatory time will be paid on termination.
- 11.2 Employees will be paid severance into their Health Care Savings Plan pay as follows:
 - A. After (10) years of service to the City of Forest Lake- Sixty percent (60%) of unused sick leave up to a maximum of 360 hours.
 - B. After fifteen (15) years of service - Sixty percent (60%) of unused sick leave to a maximum of 440 hours.
 - C. After twenty (20) years of service - Sixty percent (60%) of unused sick leave to a maximum 720 hours.
- 11.3 After twenty (20) years of service an employee in good standing will receive their duty weapon.

ARTICLE 12 - VACATIONS

- 12.1 Employees shall accrue vacation leave time as determined by the employee's anniversary date based upon the following schedule:

Years of Service	Annual Hours	Pay Period Hours
From 0 Years Thru 5 Years	80	3.0769
After 5 Years Thru 10 Years	120	4.6154
After 10 Years Thru 15 Years	160	6.1538
After 15 Years Thru 20 Years	176	6.7692
After 20 Years	200	7.6923

- 12.2 Vacation accrual rates will be applied in January of each year, at the accrual rate that corresponds to each employee's anniversary date. An employee is eligible to receive the new accrual rate level in January of the year that the employee would reach the new level in accordance with the employee's anniversary date and the above schedules.
- 12.3 Discretion by the supervisor is allowed in granting the time that vacations may be taken. An employee may accrue up to a maximum of two hundred (200) hours of vacation time at any time during the year. The employee will forfeit any amount exceeding 200 accrued hours. Under special circumstances, such as a prolonged absence due to a work-related injury, the City Administrator may waive the forfeiture.
- 12.4 Vacation may not be used for the first six months of a newly hired employee's probationary

period, unless special permission from the Police Chief or designee is obtained.

ARTICLE 13 - SICK LEAVE

- 13.1 Full-time employees will earn sick leave at the rate of eight (8) hours per full month worked or on paid leave.
- 13.2 Employees may accrue up to one thousand four hundred forty (1,440) hours of sick leave at full pay.
- 13.3 Sick leave may be used as provided by law. If time exceeds three (3) consecutive days, the employee will provide their supervisor with a medical verification of illness. Employees may use sick leave for the death of a spouse, child or stepchild with the approval of their supervisor.

ARTICLE 14 - LEAVE

- 14.1 City will follow guidelines set out by the Federal Family Medical Leave Act.
- 14.2 City will allow up to one (1) year medical leave and one (1) year additional leave with approval of the City Council. If employee chooses to be paid for leave, they shall use vacation time first, then use sick leave.

ARTICLE 15-HOLIDAY PAY

- 15.1 Employees shall be paid for eleven (11) holidays per calendar year on or before November 30 of each year, plus two (2) Floating Holidays. Floating holidays are determined by length of an employee's shift.
- 15.2 Employees on the yearly work schedule who are scheduled to work on the following holidays will receive an additional half time (1/2) pay.

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

ARTICLE 16 - WORK SCHEDULES

- 16.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:
 - a. Hours worked on assigned shifts;
 - b. Assigned training;

c. Authorized leave time.

- 16.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time or the assigned shifts.
- 16.3 Training Hours - Training shall be paid at a minimum of two hours.
- J6.4 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.

ARTICLE 17 - CALLS TO DUTY

Calls to duty in excess of regular working hours shall be paid at the rate of time and one-half (1-1/2) the employee's regular pay for a minimum of three (3) hours.

- 17.1 The following shall be the only reasons considered for call to duty:
- * Adverse weather conditions call out.
 - * Critical incident call out
 - * Court

ARTICLE 18 - COURT CANCELLATION

If an employee is scheduled to appear in court, the employee shall be paid a minimum of three (3) hours at time and one-half (1-1/2), or the equivalent of compensatory time, if the court appearance is canceled within twelve (12) hours of the scheduled court appearance.

ARTICLE 19 - OVERTIME

- 19.1 Overtime for all employees shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay or compensatory time for hours in excess of the regular SCHEDULED SHIFT upon approval of the department head of the overtime worked.
- 19.2 Employees may accumulate up to a maximum of eighty (80) hours of compensatory time. Unused accrued compensatory time at the end of each calendar year may be carried over to the next calendar year. An employee may convert up to fifty (50) hours of compensatory time to a one-time cash payment, which would be paid along with the holiday paycheck (see Article 15 - Holiday Pay).
- 19.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 20 - UNIFORM ALLOWANCE

- 20.1 Full-time employees shall receive a lump sum payment of one thousand (\$1000) dollars to use for the purchase of uniforms. The lump sum payment will be made no later than the last day of March and will be issued in a separate check. Applicable taxes and withholdings will be deducted.

- 20.2 The City will furnish to full-time employees with the City, full uniform and equipment as listed in Appendix D of this labor agreement. Beginning full-time employees shall not receive the uniform allowance as listed in Article 20.1 until after completion of their probationary period of employment with the City. Said employee after completing their probationary period with the City shall receive a pro-rata uniform allowance for the remainder of the year. The City shall replace any items contained in attachment if the item was damaged in the line of duty. The City shall clean any items subject to biohazard damage in the line of duty. The City shall provide an initial issue of any newly required uniform items.
- 20.3 Members of a Special Response Team including SWAT and MFF will receive an additional two hundred (\$200) dollars for uniform allowance.

ARTICLE 21 - FALSE ARREST INSURANCE

All full-time Police officers shall be insured against the charge of false arrest and the City shall pay the premium in full.

ARTICLE 22 - BONDING

All bonds required for employees in the performance of their duties shall be paid for by the City.

ARTICLE 23 - HEALTH, AND DENTAL INSURANCE

- 23.1 The EMPLOYER will contribute up to a maximum of one thousand three hundred forty (\$1,340) dollars per month for calendar year 2023, one thousand three hundred sixty five (\$1,365) dollars per month for calendar year 2024, one thousand three hundred ninety (\$1,390) dollars per month for calendar year 2025, on a pro rata basis per qualified employees for group single health and life insurance.

The EMPLOYER will contribute up to a maximum of one thousand four hundred fifteen (\$1,415) dollars per month for calendar year 2023, one thousand four hundred sixty-five (\$1,465) dollars per month for calendar year 2024, one thousand five hundred fifteen (\$1,515) dollars per month for calendar year 2025, on a pro rata basis per qualified employee for group health and life insurance, for coverage tiers including dependent coverage with the exception of single coverage.

A qualified employee is one regularly scheduled to work by the EMPLOYER for twenty (20) hours or more per week.

- 23.2 The EMPLOYER will contribute up to a maximum of one hundred seventy-five (\$175) dollars per month for calendar years 2023, 2024 and 2025 on a pro rata basis per qualified employee for group dental insurance, including dependent coverage. A qualified employee is one regularly scheduled to work by the EMPLOYER for twenty (20) hours or more per week.
- 23.3 Employees hired prior to January 1, 2010, after thirty (30) years of employment with the City of Forest Lake, and, who retires from the City, may continue in the City's group medical-hospitalization insurance plan, with the same City coverage towards premium as his

eligible active employees. The employee's right for City-contribution towards premium in such group insurance will be discontinued at the end of the month after ten (10) years of retirement. If the employee becomes eligible for Medicare during the ten-year benefit period, the Employer will contribute toward the cost of a Medicare supplement plan of the Employee's choice, up to the amount of the Employer contribution towards the health insurance premium, in lieu of the group health coverage.

- 23.4 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 comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 24- HEALTH CARE SAVINGS PLAN

- 24.1 The employer will sponsor a Post-Employment Health Care Savings Plan, which will allow employees to utilize pre-tax dollars to help defray the cost of medical expenses and health related insurance premiums after the employee leaves employment.

- 24.2 Any employee who is eligible to accrue sick and vacation leave benefits will be required to participate in the plan.

- 24.3 Each employee will be required to deposit the following:

Years of Service	Monthly Contribution
0 through 5	\$80
6 through 10	\$100
11 through 20	\$120
20+	\$120

- 24.4 Beginning January 1, 2016, the Employer will contribute twenty-five dollars (\$25) to be deposited into the employee's Health Care Savings Plan (HCSP) monthly.

ARTICLE 25 - FUNERAL LEAVE

Funeral leave shall be allowed as follows:

Five days in each case of death of:

- Employee's parents or stepparents;
- Employee's spouse, or person regarded as such;
- Employee's children, stepchildren, or foster children;

Three days in each case of death of:

- Employee's siblings or stepsiblings;
- Employee's grandparents or stepgrandparents;
- Employee's grandchildren or stepgrandchildren;

- Parents or stepparents of the employee's spouse or person regarded as such;
- Siblings or stepsiblings of the employee's spouse or person regarded as such;

One day in each case of death of:

- Employee's aunt, uncle, niece, or nephew, including step relations;
- Grandparents or stepgrandparents of the employee's spouse or person regarded as such;
- Grandchildren or stepgrandchildren of the employee's spouse or person regarded as such;

Funeral Leave will be at the employee's regular rate of pay and shall not be counted against the employee's accrued sick leave. Upon approval of the supervisor, the employee may choose to use sick or vacation leave to extend the funeral leave. The City Administrator may require the employee to submit proof of death, such as a funeral card or obituary notice. The City Administrator may determine the length of leave for any case not meeting the above guidelines.

ARTICLE 26 - LIFE INSURANCE

The City shall provide fifty thousand (\$50,000.00) dollars in life insurance for the employee.

ARTICLE 27 - FIELD TRAINING OFFICER (F.T.O.) COMPENSATION

Employees assigned as Field Training Officer(s) by the Chief of Police will receive four dollars (\$4.00) per hour at their hourly pay rate when performing F.T.O. functions and responsibilities.

ARTICLE 28 - POST LICENSE FEE

The City will pay officers Post License fee.

ARTICLE 29-INVESTIGATORS PAY

29.1 The City will pay investigators, including the narcotics investigator, an additional two hundred twenty five dollars (\$225.00) per month over the regular rate of pay. An officer continued to be assigned as a General Detective in accordance with Department policy after the eight (8) year rotation will receive an additional \$250/month over the regular rate of pay for the duration of the continued assignment. This continued assignment will be evaluated on a year to year basis by the Detective supervisor.

29.2 Part-time investigators shall be paid an additional \$100 per month if assigned.

29.3 Officers assigned by the Chief of Police as a School Resource Officer will receive an additional one dollar per hour \$1.00 added to their regular rate of pay for the duration of the assignment as School Resource Officer. When an officer is returned to the position of patrol officer, their rate of pay is returned to the applicable patrol officer rate of pay.

ARTICLE 30 - CANINE OFFICER

The employer will allow the canine officer the last one-half (1/2) hour of each shift to care for the dog. The officer will be compensated at straight time for this duty. On the officer's day off, the officer will be compensated for one-half (1/2) hours at the overtime rate for care of the dog.

ARTICLE 31 - LONG TERM DISABILITY

The City will reimburse employees for long-term disability insurance premiums.

ARTICLE 32 - EDUCATIONAL

- 32.1 Educational and conference tuition, fees, per diem and related expenses shall be paid on a case-by-case basis by the EMPLOYER.
- 32.2 For conferences in the metro area, ten (\$10.00) dollars per day shall be paid to cover mileage, meals and parking. For conferences outside the metro areas, only actual out-of-pocket expenses shall be paid by the EMPLOYER if receipts are provided by the employee to substantiate the claim.
- 32.3 Non-routine schooling or conference requests shall be referred to the EMPLOYER for prior approval.
- 32.4 The EMPLOYER will provide tuition/educational assistance in accordance with the policy attached to this Agreement as APPENDIX B.

ARTICLE 33 - FLEXIBLE SPENDING ACCOUNT

The Employer shall establish and maintain a voluntary salary reduction program that permits employees to pay medical, dental and day care expenses on a pre-tax basis.

ARTICLE 34 - INJURY ON DUTY LEAVE

- 34.1 An employee acting within the limits of the authority established by the EMPLOYER, who receives a disabling injury during the performance of assigned official duties performing acts required by law, and wherein it has been determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed three hundred sixty (360) hours. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) report. Such leave, if granted, shall not be charged to normal sick leave.
- 34.2 Injury on Duty pay shall be paid at the employee's current pay rate.

- 34.3 The provisions of ARTICLE 14, Leave, and statutes pertaining to Workers' Compensation shall apply to any employee who receives Workers' Compensation benefits while on Injury on Duty Leave. In no case shall the total weekly compensation received by the employee, including leave and Workers' Compensation benefits, exceed the weekly base after tax take-home base pay rate. Any employee, who by reason of illness or injury, receives Workers' Compensation benefits, may take one of the following courses of action:
- a. Retain the Workers' Compensation payment and receive from the City a sum equal to the difference between the employee's normal net pay and the amount of the Workers' Compensation payment. The first 360 hours of the payment made by the employer will be deducted from the Injury on Duty Leave bank established in Section 34.1. Upon exhaustion of the 360 hours of injury on duty pay, the employee may use accrued vacation or sick leave to supplement the Workers' Compensation payment. Both payments will be subject to State statutes and PERA rules regarding Workers' Compensation. Generally, the portion of the pay received as the Workers' Compensation payment is not taxable and is not subject to PERA deductions or benefits. The remaining wages that are received in the form of a paycheck from the employer are subject to income taxes and PERA deductions and benefits. Typically, the employee's service credit for PERA purposes would be maintained throughout the Workers' Compensation period due to the contributions from the employee and employer;
 - b. Retain the Workers' Compensation payments and utilize the 360 hours of injury on duty pay, then decline to receive from the employer additional benefits from accrued sick and vacation leave. An employee choosing to utilize this alternative must request and be granted a leave of absence. Service credit for PERA purposes would be impacted.

ARTICLE 35 - PART-TIME EMPLOYEE BENEFITS

- 35.1 Part-time employees regularly scheduled by the EMPLOYER to work less than fourteen (14) hours per week shall not receive benefits under this AGREEMENT.
- 35.2 Part-time employees regularly scheduled by the EMPLOYER to work more than fourteen (14) hours per week shall receive pro-rata benefit under this AGREEMENT except for benefits under ARTICLE 23 - HEALTH AND DENTAL INSURANCE that shall be governed by the contract between the EMPLOYER and the health insurance carrier.

ARTICLE 36 - WAIVER


- 36.1 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.
- 36.2 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. The EMPLOYER and the UNION each voluntarily and

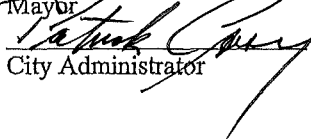
unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contact was negotiated or executed.

ARTICLE 37 - DURATION

This AGREEMENT shall remain in full force and effect from January 1, 2023 through December 31, 2025. Either party desiring a change or modifications of the AGREEMENT shall provide written notice of such desire to change at least sixty (60) days prior to expiration of the AGREEMENT.

FOR THE CITY OF FOREST LAKE:

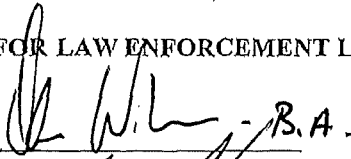


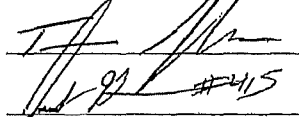
Mayor


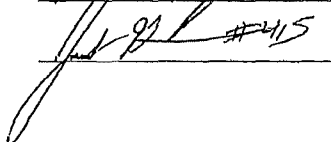
City Administrator

12-12-22
Date
12/12/2022
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.



B.A.




#415

12/07/22
Date
12/07/22
Date
12/07/2022
Date

APPENDIX A- 2023-2025 WAGE SCHEDULE

Lateral Entry/ the Employer will generally attempt to hire new employees at the probationary officer level of the wage schedule unless experience or qualifications indicate a different placement on the schedule. The employer may start an employee at any level within the salary range that the employer determines appropriate.

New officers will not be given lateral seniority or vacation/sick leave rights. New officers will not be accelerated on the longevity pay steps.

January 1, 2023 Wage Schedule		
2% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 34.36	\$ 35.36
Step 2	\$ 36.52	\$ 37.52
Step 3	\$ 38.66	\$ 39.66
Step 4	\$ 40.81	\$ 41.81
Step 5	\$ 42.95	\$ 43.95
Longevity: 3% at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 44.24	\$ 45.24
At Year 10	\$ 45.10	\$ 46.10
At Year 15	\$ 45.96	\$ 46.96

July 1, 2023 Wage Schedule		
1% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 34.70	\$ 35.70
Step 2	\$ 36.89	\$ 37.89
Step 3	\$ 39.05	\$ 40.05
Step 4	\$ 41.22	\$ 42.22
Step 5	\$ 43.38	\$ 44.38
Longevity: 3% at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 44.68	\$ 45.68
At Year 10	\$ 45.55	\$ 46.55
At Year 15	\$ 46.42	\$ 47.42

January 1, 2024 Wage Schedule		
\$1.00 Market Adjustment, 2% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 36.41	\$ 37.41
Step 2	\$ 38.65	\$ 39.65
Step 3	\$ 40.85	\$ 41.85
Step 4	\$ 43.06	\$ 44.06
Step 5	\$ 45.27	\$ 46.27
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 46.63	\$ 47.63
At Year 10	\$ 47.53	\$ 48.53
At Year 15	\$ 48.44	\$ 49.44

July 1, 2024 Wage Schedule		
1% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 36.77	\$ 37.77
Step 2	\$ 39.04	\$ 40.04
Step 3	\$ 41.26	\$ 42.26
Step 4	\$ 43.49	\$ 44.49
Step 5	\$ 45.72	\$ 46.72
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 47.09	\$ 48.09
At Year 10	\$ 48.01	\$ 49.01
At Year 15	\$ 48.92	\$ 49.92

January 1, 2025 Wage Schedule		
2% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 37.51	\$ 38.51
Step 2	\$ 39.82	\$ 40.82
Step 3	\$ 42.09	\$ 43.09
Step 4	\$ 44.36	\$ 45.36
Step 5	\$ 46.63	\$ 47.63
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 48.03	\$ 49.03
At Year 10	\$ 48.96	\$ 49.96
At Year 15	\$ 49.89	\$ 50.89

July 1, 2025 Wage Schedule		
1% COLA	Patrol	Add'l \$1.00/Hour - SRO
Step 1	\$ 37.89	\$ 38.89
Step 2	\$ 40.22	\$ 41.22
Step 3	\$ 42.51	\$ 43.51
Step 4	\$ 44.80	\$ 45.80
Step 5	\$ 47.10	\$ 48.10
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15		
At Year 6	\$ 48.51	\$ 49.51
At Year 10	\$ 49.46	\$ 50.46
At Year 15	\$ 50.40	\$ 51.40

APPENDIX B

TUITION REIMBURSEMENT/EDUCATIONAL ASSISTANCE

The EMPLOYER encourages its EMPLOYEES to enroll in job related educational programs and may provide support through tuition reimbursement. This does not include reimbursement for textbooks or study materials.

Requirements: In order for a class to qualify for reimbursement, the following conditions must be met:

- The class/course must be job related;
- The class/course must be taken from an accredited institution of higher learning or vocational-technical school;
- The class/course must be approved by the City Administrator prior to enrolling;
- The Employee must receive a passing grade (C or better) in order to receive reimbursement;
- The Employee must complete a Tuition Reimbursement form and provide a brief course outline;
- After the class/course has been completed, the Employee must provide a photocopy of the grade form and the original receipt for tuition;
- The Employee must remain with the City for one year after completing the class/course, or reimburse the City for the total cost of any class taken in the previous one-year period.
- The Employee must notify the City by July 1st of the prior year.

Forms: Tuition Reimbursement forms are available from the Finance Director. A photocopy of the completed Tuition Reimbursement form will be placed in the Employee's personnel file.

Limit: No employee may receive in excess of \$2,000 tuition reimbursement in any one calendar year. The City Council may waive this limitation in unusual circumstances where it is determined that there is a justifiable City need for an Employee to take additional schooling.

APPENDIX C - SENIORITY LIST						
	OFFICERS	STARTING DATE	YEARS AT			
			2023	2024	2025	
1	SEAN LAFFERTY	11/1/1997	26	27	28	
2	SCOTT GRAFF	3/1/2003	20	21	22	
3	MATTHEW KARNES	5/24/2004	19	20	21	
4	JONATHAN GLADER	2/28/2005	18	19	20	
5	MARYROSE WARKE	2/28/2005	18	19	20	
6	TROY MEYER	7/31/2005	18	19	20	
7	NATHAN OLSTAD	4/17/2006	17	18	19	
8	NICHOLAS KENT	5/15/2006	17	18	19	
9	MEGAN OLSTAD	4/9/2007	16	17	18	
10	NANCY CARLSON	4/6/2009	14	15	16	
11	TREVOR JOHNSON	5/31/2011	12	13	14	
12	THOMAS COCKBURN	11/26/2011	12	13	14	
13	JOSHUA BROWN	10/28/2017	6	7	8	
14	ASHLEE YATES	10/29/2017	6	7	8	
15	THOMAS COULTER	10/30/2017	6	7	8	
16	CARSEN JOHNSON	7/11/2022	1	2	3	
17	OLIVIA RUDE	10/15/2022 *	1	2	3	
18	TIMOTHY VANGRINSVEN	10/18/2022	1	2	3	
19	COLE GASPERS	10/18/2022	1	2	3	
20	Vacancy					

* Employee credited for time in position from 12/20/2021 until 02/04/2022 (47 days). Employee on leave of absense from 02/05/2022 until 10/14/2022. Officer returned to position on 10/15/2022.

APPENDIX D - UNIFORM LIST

1. 3 pair Navy Blue Pants
2. 3 pair Navy Blue Long Sleeve Shirts
3. 3 pair Navy Blue Short Sleeve Shirts
4. 1 Dress Hat with Rain Cover
5. 1 winter Stocking Hat with gold "POLICE" in front
6. 1 Bullet Proof Vest
7. 2 Shirt Badges
8. 1 Hat Badge
9. 1 Winter Jacket or cash equivalent towards Leather.
10. 1 pair of Gloves
11. 1 Tie Tac
12. 1 Navy blue tie
13. 1 pair of Black Boots or Black Shoes
14. 1 Rain Coat
15. 1 Department Issued Weapon
16. 3 Department issued Magazines for Duty Weapon, with gun lock
17. 1 Inner hook & loop closure Belt or Velcro belt
18. 1 Outer Belt
19. 1 holster for duty weapon
20. 1 magazine holder
21. 1 Key holder
22. 1 Chemical spray
23. 1 Chemical Spray Holder
24. 2 sets of Handcuffs
25. 1 handcuff case
26. 1 Handcuff Key
27. 1 Flashlight
28. 1 Flashlight Holder
29. 1 rubber Glove Holder
30. 4 Belt Keepers Gold, Black or Hidden Snap
31. 1 Expandable Baton (16"-26")
32. 1 Expandable Baton Holder
33. 1 Brass Buckle (optional)
34. 1 Gear / Squad Bag
35. 1 radio holder
36. 1 tourniquet
37. 1 tourniquet holder
38. 1 reflective vest