

LABOR AGREEMENT
BETWEEN THE
CITY OF FOREST LAKE, MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(Local #326)

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 licensed essential Sergeants employed by the City of Forest Lake Police Department, Forest Lake, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03 Subd. 14, 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. 326 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: All employees promoted will serve a probationary period of six (6) months when promoted to a rank in which the employee has not served a probationary period. During the probationary period a promoted employee may be returned to their previous position 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 can 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 can elect final offer total package interest arbitration.

7.6 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.

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 The EMPLOYER shall establish seniority lists as of the effective date of this AGREEMENT structured by each work classification to include and rank, in order of highest to lowest seniority, all Employees in the bargaining unit. The seniority list shall be accepted as correct if no objection by the Union within 10 days after receipt of it.
- 9.2 TYPES OF SENIORITY
There shall be two types of seniority established by the AGREEMENT.
 - 9.2.1 Service Seniority, the total length of continuous service with the City.
 - 9.2.2 Classification Seniority, the total length of service within a work classification
- 9.3 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.
- 9.4 A reduction of work force will be accomplished on the basis of classification seniority. Employees shall be recalled from layoff on the basis of classification 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.
- 9.5 Vacation time will be bid on the basis of classification seniority.

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 A five (5) day suspension without pay will be provided in conjunction with a discharge.
- 10.6 An Employees 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 will be paid on termination.
- 11.2 Employees will be paid severance 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:

Forest Lake Vacation Schedule		
Years of Service	Yearly 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 Vacation leave will accrue on a bi-weekly basis.
- 12.4 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.
- 12.5 Vacation may not be used for the first six months of a newly hired employee's probationary period, unless special permission from the City Administrator 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 and 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. 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 2 Floating Holidays. Floating holidays are determined by the 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 one and one-half (1 ½) times the employee's regular rate of pay or compensatory time for each hour worked on the listed holidays.

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Eve Day
Christmas 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.
- 16.4 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 (1½) 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, JURY DUTY, CIVIL SUBPOENA

18.1 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.

18.2 The Employer will agree to pay the regular wages for any employee called to serve on jury duty or as a witness in a civil court proceeding. Employee will turn over any compensation, except reimbursement for mileage and expenses, received as part of the service to the employer.

ARTICLE 19 - OVERTIME

19.1 Overtime for all employees shall be paid at one and one-half (1½) 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 on the first paycheck in March. 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 attachment A 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 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 SRT will receive an additional two hundred (\$200) dollars for uniform allowance.

ARTICLE 21- FALSE ARREST INSURANCE

All full-time Sergeants 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.

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.

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 After thirty (30) years of employment with the City of Forest Lake, the employee who was hired prior to January 1, 2010 and retires from the City may continue in the City's group medical-hospitalization insurance plan, with the same City coverage towards premium as 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.

ARTICLE 24 - HEALTH CARE SAVINGS PLAN

- 24.1 The employer will sponsor a Post Employment Health Care Savings Plan (HCSP), 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 An amount equal to 100% of the value of the employee's eligible sick and vacation leave, as calculated pursuant to Article 11 Severance, at the time of separation from employment will be deposited into the plan. In addition, each employee will be required to deposit \$75 per pay period into the plan. Beginning January 1, 2011, the Employer will contribute five (\$5) dollars per month into the Employee's HCSP account. Beginning January 1, 2012, the Employer will contribute ten (\$10) dollars per month into the Employee's HCSP account.
- 24.4 If an employee qualifies for post-employment paid medical benefits, the employer will deposit annually into the employee's health care savings account, at the beginning of each year, an amount sufficient to pay the employer's portion of the medical premiums that the employee is eligible to receive for that year. The employee will be responsible for the payment of the premiums, whether the arrangement is COBRA, Minnesota Continuation (Chapter 488 62A), Medicare, or private insurance.

ARTICLE 25 - FUNERAL LEAVE

Funeral leave shall be allowed as follows:

Five days in each case of the 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 the death of:

- Employee's siblings or stepsiblings;
- Employee's grandparents or step grandparents;
- Employee's grandchildren or step grandchildren;
- 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 the death of:

- Employee's aunt, uncle, niece, or nephew, including step relations;
- Grandparents or step grandparents of the employee's spouse or person regarded as such;
- Grandchildren or step grandchildren 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 – P.O.S.T. LICENSE FEE

The City will pay officers P.O.S.T. license fee.

ARTICLE 28 - LONG TERM DISABILITY

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

ARTICLE 29 - EDUCATIONAL

- 29.1 Educational and conference tuition, fees, per diem and related expenses shall be paid on a case-by-case basis by the EMPLOYER.
- 29.2 For all conferences and seminars, only actual out-of-pocket expenses shall be paid by the EMPLOYER if receipts are provided by the employee to substantiate the claim.

- 29.3 Non-routine schooling or conference requests shall be referred to the EMPLOYER for prior approval.
- 29.4 The EMPLOYER will provide tuition/educational assistance in accordance with the policy attached to this Agreement as APPENDIX C.

ARTICLE 30 - FLEXIBLE SPENDING ACCOUNT

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

ARTICLE 31 - INJURY ON DUTY LEAVE

- 31.1 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.
- 31.2 Injury on Duty pay shall be paid at the employee's current pay rate.
- 31.3 The provisions of ARTICLE 14, Leave Benefits and Workers' Compensation benefits 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 received 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 31.1. 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 32 - WAIVER

- 32.1 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.
- 32.2 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 33 - DURATION

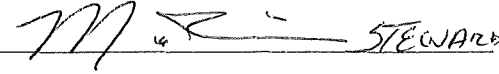
This AGREEMENT shall remain in full force and effect from January 1, 2023 through December 31, 2025. Either party desiring a change or modifications of the AGREEMENT shall provide written notice of such desire to change at least sixty (60) days prior to expiration of the AGREEMENT.

FOR THE CITY OF FOREST LAKE



FOR LAW ENFORCEMENT LABOR SERVICES, INC.





APPENDIX A
SERGEANT'S PAY SCHEDULE: 2023-2025

The Detective Sergeant will receive an additional \$225/month.

January 1, 2023 Wage Schedule		2% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 41.76	\$ 43.01	
Step 2	\$ 44.37	\$ 45.70	
Step 3	\$ 46.98	\$ 48.39	
Step 4	\$ 49.59	\$ 51.08	
Step 5	\$ 52.20	\$ 53.77	
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 53.77	\$ 55.38	
At Year 10	\$ 54.81	\$ 56.46	
At Year 15	\$ 55.85	\$ 57.53	

July 1, 2023 Wage Schedule		1% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 42.18	\$ 43.45	
Step 2	\$ 44.81	\$ 46.15	
Step 3	\$ 47.45	\$ 48.87	
Step 4	\$ 50.09	\$ 51.59	
Step 5	\$ 52.72	\$ 54.30	
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 54.30	\$ 55.93	
At Year 10	\$ 55.36	\$ 57.02	
At Year 15	\$ 56.41	\$ 58.10	

January 1, 2024 Wage Schedule		\$1.00 Market Value Adjustment, 2% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 44.04	\$	45.36
Step 2	\$ 46.73	\$	48.13
Step 3	\$ 49.42	\$	50.90
Step 4	\$ 52.11	\$	53.67
Step 5	\$ 54.79	\$	56.43
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 56.43	\$	58.12
At Year 10	\$ 57.53	\$	59.25
At Year 15	\$ 58.63	\$	60.38

July 1, 2024 Wage Schedule		1% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 44.48	\$	45.81
Step 2	\$ 47.20	\$	48.62
Step 3	\$ 49.91	\$	51.41
Step 4	\$ 52.63	\$	54.21
Step 5	\$ 55.34	\$	57.00
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 57.00	\$	58.71
At Year 10	\$ 58.11	\$	59.85
At Year 15	\$ 59.21	\$	60.99

Note: Longevity is based on Service Seniority.

Note: Sergeants who have obtained a Master's Degree shall receive an additional 3% salary.

Note: New hires promoted from a lower classification shall start at step 3 of the scale above.

January 1, 2025 Wage Schedule		2% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 45.37	\$	46.73
Step 2	\$ 48.14	\$	49.58
Step 3	\$ 50.91	\$	52.44
Step 4	\$ 53.68	\$	55.29
Step 5	\$ 56.45	\$	58.14
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 58.14	\$	59.88
At Year 10	\$ 59.27	\$	61.05
At Year 15	\$ 60.40	\$	62.21

July 1, 2025 Wage Schedule		1% COLA	
	Hourly	Hourly with Master's	
Step 1	\$ 45.82	\$	47.19
Step 2	\$ 48.62	\$	50.08
Step 3	\$ 51.42	\$	52.96
Step 4	\$ 54.22	\$	55.85
Step 5	\$ 57.01	\$	58.72
Longevity: 3% - at Year 6, Additional 2% - Years 10 & Year 15			
At Year 6	\$ 58.72	\$	60.48
At Year 10	\$ 59.86	\$	61.66
At Year 15	\$ 61.00	\$	62.83

Note: Longevity is based on Service Seniority.

Note: Sergeants who have obtained a Master's Degree shall receive an additional 3% salary.

Note: New hires promoted from a lower classification shall start at step 3 of the scale above.

APPENDIX B

TUITION REIMBURSEMENT/EDUCATION 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

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. 1 set of Sergeant Rank Collar Brass
8. 2 Shirt Badges
9. 1 Hat Badge
10. 1 Winter Jacket "Blauer" style or cash equivalent towards Leather.
11. 1 pair of Gloves
12. 1 gold Tie Tac
13. 2 Navy Blue Ties
14. 1 pair of Black Boots or Black Shoes
15. 1 Rain Coat
16. 1 Department Issued Weapon
17. 3 Department issued Magazines for Duty Weapon
18. 1 Inner hook & loop closure Belt
19. 1 Outer Belt
20. 1 Key Holder
21. 1 Chemical Spray
22. 1 Chemical Spray Holder
23. 1 set of Handcuffs
24. 1 Handcuff Key
25. 1 Flashlight
26. 1 Flashlight Holder
27. 1 Latex Glove Holder
28. 4 Belt Keepers Gold, Black or Hidden Snap
29. 1 Expandable Baton (16"-26")
30. 1 Expandable Baton Holder
31. 1 Gear / Squad Bag

SENIORITY LIST

SERGEANTS

SERVICE DATE

CLASSIFICATION DATE

Mark Richert	09/12/2001	06/24/2009
Bruce Peterson	04/16/2002	10/02/2010
Jason Ayers	02/10/1994	10/29/2011
Luke Hanegraaf	01/30/2019	12/11/2021
Brent DeGroot	04/06/2009	02/05/2022