

City of Little Falls

**RESOLUTION 2023-03**

RESOLUTION AUTHORIZING THE EXECUTION OF A LABOR AGREEMENT  
CITY OF LITTLE FALLS AND LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 68

**WHEREAS**, Law Enforcement Labor Services, Inc. Local No. 68, exclusively represents certain employees within the Police Department of the City of Little Falls; and

**WHEREAS**, Law Enforcement Labor Services, Inc. Local No. 68, and the City Council of the City of Little Falls have reached a tentative agreement covering the years of January 1, 2023, through December 31, 2024; and

**WHEREAS**, the membership of said Law Enforcement Labor Services, Inc. Local No. 68 has ratified and executed said Labor Agreement between the City of Little Falls and Law Enforcement Labor Services, Inc. Local No. 68.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Little Falls hereby enters into a Labor Agreement with Law Enforcement Labor Services, Inc. Local No. 68, effective January 1, 2023; and

**BE IT FURTHER RESOLVED**, that the Council President be authorized to execute said agreement on behalf of the City Council of the City of Little Falls; and Jon Radermacher, City Administrator, be authorized to attest and affix the City Seal.

Passed this 3<sup>rd</sup> day of January, 2023.

Gerald Knafla  
Gerald Knafla (Jan 4, 2023 10:15 CST)

Gerald Knafla, Council President

ATTEST:

Jon Radermacher  
Jon Radermacher (Jan 4, 2023 11:13 CST)

Jon Radermacher, City Administrator

Approved this 3<sup>rd</sup> day of January, 2023.

Gregory J. Zylka  
Greg Zylka (Jan 4, 2023 12:31 CST)

Gregory J. Zylka, Mayor

(SEAL)

LABOR AGREEMENT  
BETWEEN THE  
CITY OF LITTLE FALLS AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 68)

JANUARY 1, 2023 – DECEMBER 31, 2024

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LABOR AGREEMENT  
BETWEEN THE  
CITY OF LITTLE FALLS AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 68)

This Agreement is entered into between the City of Little Falls, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc., hereinafter called the Union.

ARTICLE 1 – PURPOSE OF THE AGREEMENT

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality services and protection to the City of Little Falls. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03, subd. 8, for all employees of the Little Falls Police Department bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated November 21, 1980, Case No. 81-PR-206-A, and Unit Clarification Order, dated January 28, 1999, Case No. 99-PCL-730.
- 2.2 The Employer shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, except through the exclusive representative.
- 2.3 The Union shall have available, at reasonable times, facilities for the purpose of conducting Union meetings and business and for the posting of bulletins or other information.
- 2.4 The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all

employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and The Employer shall remit such deductions as requested by the Union; and The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld for employees authorizing in writing such a deduction. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 2.5 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

### ARTICLE 3 – DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc.
- 3.2 Union Member: Member of Law Enforcement Labor Services, Inc., (Local No. 68).
- 3.3 Employee: Member of the bargaining unit covered by this Agreement.
- 3.4 Regular Employee: An employee who has completed the probationary period.
- 3.5 Probationary Employee: Employee who has not completed the probationary period.
- 3.6 Union Officer: An officer of the Union.
- 3.7 Employer: The City of Little Falls.

### ARTICLE 4 – EMPLOYER SECURITY

- 4.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.
- 4.2 In case any employee violates this article, the Union shall immediately notify such employee in writing to cease such action and instruct him/her to return to his/her normal duties. Any employee who violates any provision of this article may be discharged or otherwise disciplined.

## ARTICLE 5 – EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Police Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 Any term and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.
- 5.3 The Employer's rights specified in Section 5.1 above will not be deemed to exclude other inherent management rights or management functions not expressly delegated in this Agreement.
- 5.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such rights, prerogative, or function in a particular way, will not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in other way not in conflict with the express provisions of this Agreement.
- 5.5 Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement after giving such employees a ninety (90) day notice.
- 5.6 The Union agrees its members shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.
- 5.7 Rules and regulations and Department Policy as referred to herein shall be drafted and reduced to writing for clarification of the above terms.

## ARTICLE 6 – EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 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.

### 6.3 PROCESSING OF A GRIEVANCE.

It is recognized and accepted by the Union and the Employer that the various schedules of employees will not always allow for the processing of grievances during working hours of the employees. The aggrieved employee or a representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during scheduled working hours, provided that they have notified and received approval of the designated supervisor. Employees shall not receive extra pay or overtime pay for processing grievances.

### 6.4 PROCEDURE.

Grievances, as defined by Section 6.1, 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 Step 3 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 the provisions of the Public Employment Labor Relations Act. 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.

#### 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.

#### 6.5 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 the 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.

#### 6.6 CHOICE OF REMEDY.

If, as a result of the written Employer response in Step 3, 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 6 or a procedure such as: Civil Services, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making an additional appeal through any other procedure.

The election set forth shall not apply to claims subject to the jurisdiction of the United States Equal Opportunity Commission.

### ARTICLE 7 – DISCIPLINE

7.1 The Employer will discipline employees who have completed the required probationary period 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,
- E. Discharge.

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

7.3 Written reprimands, notices of suspension, notices of demotions, 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.

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

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

7.6 Grievances relating to this article may be initiated by the Union in Step 3 of the grievance procedure under Article 6.

## ARTICLE 8 - HOURS OF WORK

- 8.1 The Employer is the sole authority in establishing work schedules.
- 8.2 The normal workday for full-time employees in the classifications of Police Officer, Police Officer Investigator, Sergeant, and Sergeant Investigator shall consist of ten (10) hours, and the normal work year shall consist of 2,080 hours inclusive of paid benefit hours.
- 8.3 Training and/or schooling designated by the Employer as mandatory, shall be considered as hours worked. Travel time beyond the eight (8) hour day for such training shall count as straight time hours worked, not overtime. All other training and/or schooling not designated as mandatory shall be considered as voluntary and shall not be considered as hours worked.
- 8.4 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 9 – OVERTIME

Sections 9.1 - 9.3 shall apply to the classifications of Police Officer, Police Officer Investigator, Sergeant, and Sergeant Investigator.

- 9.1 Employees who are called back to work outside of their regular shift shall be guaranteed a minimum of two (2) hours pay. "Call backs" include such things as filling in for other employees, emergency calls, special duty and in-service training. Employees shall be guaranteed a minimum of four (4) hours pay for court time and parades. Employees who are scheduled for Court, which is subsequently cancelled without a 24-hour notice prior to the scheduled Court date, will receive a minimum of 2 hours compensation at one and one-half (1-1/2) times the employee's regular rate of pay. If Court is scheduled on a Monday, notification must be made before 4:30pm the preceding Friday. The employer will notify the employee of the court cancellation via telephone/voice mail.
- 9.2 Employees shall be permitted, with the approval of the Employer, to choose to receive compensatory time off in lieu of pay for any overtime, holiday, or minimum pay situation at the equivalent rate under certain conditions authorized by FLSA. Compensatory time provided by this section may be accumulated up to a maximum of two hundred (200) hours. Employees will be permitted to cash out compensatory time in excess of the two hundred (200) hour maximum. Compensatory time shall be taken off at times that are mutually agreeable to the employee and Employer. Up to two hundred (200) hours of compensatory time may be carried over from one calendar year to the next. Employees shall be compensated at one and on-half (1 ½) times their regular base rate of pay for the hours worked in excess of 80 hours in a given pay period.

For the purposes of calculating overtime, all compensated hours will be counted as time worked, except hours utilized from an employee's compensatory time bank as well as pay for parade and court time which is covered under Section 9.1 of this contract. There shall be no pyramiding of overtime.

#### ARTICLE 10 – VACATIONS

10.1 Full-time Regular employees shall accrue vacation according to the following schedule:

- A. During the first year (0 months) of service through the fourth year (48 months) of service vacation benefits shall accrue at the rate of 3.08 hours per pay period (80 hours per year).
- B. During the fifth year (49 months) of service through the ninth year (108 months) of service vacation benefits shall accrue at the rate of 4.62 hours per pay period (120 hours per year).
- C. During the tenth year (109 months) of service through the fourteenth year (168 months) of service vacation benefits shall accrue at the rate of 6.16 hours per pay period (160 hours per year).
- D. During the fifteenth year (169 months) of service and thereafter vacation benefits shall accrue at the rate of 7.70 hours per pay period (200 hours per year).

10.2 Employees who complete their probationary period and leave the City's service in good standing, shall be paid for all vacation accumulation at the employee's regular rate of pay.

10.3 Vacation accrual cannot exceed more than 240 hours.

10.1 Requests for vacation shall be submitted to the department head in writing not less than one (1) week in advance. The department head shall consider seniority in scheduling vacations, but vacations will not be allowed to interrupt service to the community.

10.2 No employee may waive vacation rights in order to receive extra compensation for working in lieu of taking vacation.

10.3 After 30 consecutive working days away from work, the employee will no longer earn vacation pay.

#### ARTICLE 11 – SICK LEAVE AND OTHER LEAVES

11.1 Full-time employees shall earn sick leave at the rate of eight (8) hours for each month of service. After 30 consecutive working days away from work,

the employee will no longer accrue sick leave hours. An employee may still use accrued earned sick leave hours during their time away from work.

- 11.2 Sick leave may be accrued up to a maximum of nine hundred and sixty (960) hours.

Once the nine hundred sixty (960) limitation has been reached, fifty percent (50%) of any further accruals of sick leave shall be banked in a deferred sick leave account to be used when regular unused sick leave is completely exhausted in the case of a major illness or medical problem of the employee. A major illness or medical problem is anticipated to last either continuously/intermittently for at least three months, such as a heart condition.

- 11.3 Sick leave may be used for bona fide personal injury or illness, medical examination or treatment or for like or related matters. In order to be eligible for sick leave with pay, the employee must:
- A. The Employee must keep their supervisor informed of their condition if the absence is of more than three (3) days duration.
  - B. The Employer may direct the Employee to furnish Doctor's Certification or medical certification by their medical provider. If eligible for FMLA, to justify such absence on paid sick leave; failure to provide such written explanation and/or medical certification shall preclude such Employee from being allowed such absence as paid sick leave.
- 11.4 Sick leave shall not be granted for injuries or illness resulting from outside employment, nor shall any employee be paid sick leave benefits while they are working for any other employer or at their own business.
- 11.5 Employees are eligible for up to five (5) days of accumulated sick leave, if necessary, for permanent employees to attend a funeral of the employee's spouse, children, step-children, parents, step-parents, spouse's parents or spouse's step parents. Employees are eligible for up to three (3) days of accumulated sick leave, if necessary for permanent employees to attend a funeral of the employee's brothers, sisters, step-siblings, grandparents, step-grandparents, aunts, uncles, spouse's brothers, sisters, step-siblings, grandparents or step-grandparents.
- 11.6 Employees are eligible for up to three (3) days of accumulated sick leave, if necessary, for permanent employees use when their spouse, children, or parents are seriously ill. "Seriously ill" shall mean that it is of such a nature to require the attendance of a physician and/or hospitalization. It is not intended to pay an employee for staying home to care for a child who has a minor illness and cannot attend school or go to a baby-sitter. Employees are eligible to use their accumulated sick leave benefits in accordance with the sick child care leave statute, Minnesota Statutes 181.9413.

- 11.7 Employees who receive sick pay as a result of false or otherwise fraudulent claims shall be required to reimburse the City for such payments and shall be subject to suspension or discharge.
- 11.8 Accumulated and unused sick leave may be used to supplement workers compensation benefits in an amount not to exceed the difference between such benefits and the employee's straight time pay. When accumulated sick leave is exhausted, vacation time may be used for this purpose.
- 11.9 Military leave shall be granted in accordance with Federal and State Statutes that cover public employers.
- 11.10 All accumulated sick leave shall be forfeited upon resignation, retirement, dismissal or death of the employee. Except upon resignation or retirement, employees who have 20 years of service, or 10 years of service and are eligible for retirement under the provision of Public Employee's Retirement Act (P.E.R.A); shall be eligible to receive twenty-five percent (25%) of their accrued sick leave as a payout to the Post Employment Health Care Savings Plan. Eligible sick leave hours shall only extend to the 960 hours cap in 11.2
- 11.11 Post Retirement Health Care Savings Plan

The Employer shall contribute 0.25% of employee's wages into the employee's PRHCSP contribution in excess of the members of this bargaining unit will contribute to a PRHCSP per MN Statute 352.98 as follows:

<u>Years of Service</u>	<u>Contribution</u>	<u>Employer</u>
Start through 4 years	1.0%	0.25%
5 through 9 years	1.5%	0.25%
10 through 15 years	2.0%	0.25%
15+ years	2.5%	0.25%

These will be deposited into the employee's PRHCSP account on the last pay period of the calendar year.

## ARTICLE 12 – HOLIDAYS

- 12.1 Full-time employees shall have the following holiday schedule:

New Year's Day	Columbus Day
Martin Luther King, Jr., Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	½ Day before Christmas Day
Independence Day	Christmas Day
Labor Day	½ Day before New Year's Day

- 12.2 All employees shall be paid holiday pay equal to eight (8) hours at their regular rate of pay. To be eligible for holiday pay, employees must work the last scheduled shift before the holiday and the first scheduled shift after the holiday unless they have an approved absence.
- 12.3 If an employee is required to work on a holiday, the employee will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked on the holidays listed in Section 12.1, plus eight (8) hours of holiday pay. If an employee is required to work the ½ day before Christmas Day or the ½ day before New Year's Day, employees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for hours worked between the hours of noon and midnight on the holiday plus four (4) hours of holiday pay. For purposes of this article, a holiday shall begin at 12 midnight and run until 12 midnight on the designated holiday.

A paid holiday, occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday, except that employees working on a continuous shift shall observe the holiday on the calendar day on which it occurs.

- 12.4 After 30 consecutive working days away from work, the employee will no longer earn holiday pay.

#### ARTICLE 13 – INSURANCE

- 13.1 The Employer will contribute toward the premium for Employer-provided group insurance on the same basis, subject to the same conditions and restrictions, and in the amount equal to the contributions made across-the-board and generally to non-union employees. The City shall provide Health Insurance for all regular full-time employees covered under this Agreement. The City shall pay \$805 towards the monthly premium for single coverage for full-time employees covered by this Agreement. The City will contribute \$1,870 of the monthly family premium for full-time employees choosing family coverage under this Agreement. Any employee cost for such coverage shall be paid by the employee through payroll deduction. If the amount of the monthly premium contribution exceeds the actual premium, those funds will be deposited by the City into the employee's Health Savings Account (HSA), a Flexible Spending Account (FSA) or Voluntary Employee Beneficiary Association Plan (VEBA).

If the Health Plan premiums increase by more than 7% during the term of this contract, the Union may request negotiations to increase the monthly contribution of the City.

- 13.2 The employer will contribute one half (1/2) the deductible value of the plan

selection. The city will deposit into the employee's VEBA each pay period. The employee may elect, during open enrollment, to have the funds deposited into the employee's HSA or split with half (50%) going to the HSA and half (50%) going to the VEBA.

#### ARTICLE 14 – PROBATIONARY PERIODS, SENIORITY

- 14.1 All newly hired, rehired, or promoted employees shall serve a one (1) year probationary period. During such probationary period, employees may be terminated, or promoted employees may be returned to their previous position, at the sole discretion of the Employer.
- 14.2 Vacation benefits shall be earned but may not be used during the probationary period. Sick benefits shall be earned but may not be used during the first three (3) months of employment.
- 14.3 Police Officers and Sergeant: Upon completion of the probationary period and obtaining a POST license, employees shall become Regular Employees within the meaning of this Agreement.
- 14.4 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 two (2) years of the time of his/her layoff before any new employee is hired; except that any employee on layoff who is notified by registered mail to return to work and fails to do so within five (5) days, shall be considered to have voluntarily terminated employment with the City.

#### ARTICLE 15 – WAGES

- 15.1 Employees shall be paid in accordance with Appendix "A" attached hereto and made a part of this agreement.  
  
Anniversary/promotion dates for purposes of Step increases, are established in Appendix "B".
- 15.2 Employees called for jury duty shall be granted an automatic leave of absence and shall be paid at their regular rates of pay less pay received for such jury duty excluding mileage. Calls to jury duty shall be reported promptly to the Police Chief.
- 15.3 The Employer shall provide all new Police Officers, Police Officer Investigators, Sergeants, and Sergeant Investigators with the following initial issue of uniforms and equipment:
  - one (1) winter and one (1) summer hat
  - two (2) long-sleeve and two (2) short sleeve shirts
  - one (1) Necktie

- two (2) Trousers
- one (1) Jacket
- one (1) storm coat
- one (1) Raincoat

leathers, badges, guns, brass (according to policy) (shoes are not included)

Police Officers, Police Officer Investigators, Sergeants, and Sergeant Investigators who complete their probationary period shall receive a clothing allowance of \$70 per month. This amount will be paid in regular installments through the payroll of the City.

Officers on the Morrison County SWAT will be issued \$250 from the Employer to cover the costs of their SWAT specific gear.

- 15.4 Employees must maintain their uniforms in accordance with police department policies.
- 15.5 Upon termination of employment, employees must turn in all leathers, badges, guns, brass, and other equipment purchased by the Employer. Probationary employees must return their total uniform to the Employer.
- 15.6 Employees assigned by the Employer to conduct P.O.S.T. certified training shall receive compensatory time at a rate of one and one half (1 ½) hours for every hour spent instructing.
- 15.7 A Police Officer assigned as Field Training Officer (FTO), shall receive \$2 (two) dollars per hour in addition to their regular rate of pay, for their hours worked as FTO, as approved by their supervisor.
- 15.8 Police Officers, Police Officer Investigators, Sergeants, and Sergeant Investigators who complete their probationary period shall receive Hazardous Pay (HZDP) allowance of \$0.50 per hour in addition to their regular rate of pay.
- 15.9 Employees covered under this agreement will receive a \$0.85 per hour shift differential for all hours worked between the hours of 5:00 p.m. and 6:00 a.m.

#### ARTICLE 16 – WAIVER

- 16.1 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 the Agreement are hereby superseded.



ARTICLE 17 – SAVINGS CLAUSE

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

ARTICLE 18 – DURATION OF AGREEMENT

18.1 Except as herein provided, this Agreement shall be effective January 1, 2023, and shall continue in full force and effect until December 31, 2024, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by August 1st of the year preceding the expiration date of this Agreement, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS WHEREOF; the parties hereto set their hands and seals this 3<sup>rd</sup> day of January, 2023.

CITY OF LITTLE FALLS

LAW ENFORCEMENT LABOR SERVICES, INC.



Gerald Knafla (Jan 4, 2023 10:15 CST)

Gerald Knafla, Council President



Jon Radermacher (Jan 4, 2023 11:13 CST)

Jon Radermacher, City Administrator



Sean McKnight, Business Agent



Josh Burgardt, Steward



Eric Hegna, Steward

APPENDIX A

2023 Hourly Wage							
2023 - 4%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	\$ 20.66	\$ 21.28	\$ 21.91	\$ 22.57	\$ 23.25	\$ 23.95	\$ 24.66
Grade 2	\$ 21.48	\$ 22.13	\$ 22.79	\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65
Grade 3	\$ 22.34	\$ 23.01	\$ 23.70	\$ 24.41	\$ 25.14	\$ 25.90	\$ 26.68
Grade 4	\$ 23.23	\$ 23.93	\$ 24.65	\$ 25.39	\$ 26.15	\$ 26.93	\$ 27.74
Grade 5	\$ 24.16	\$ 24.89	\$ 25.64	\$ 26.40	\$ 27.20	\$ 28.01	\$ 28.85
Grade 6	\$ 25.13	\$ 25.88	\$ 26.66	\$ 27.46	\$ 28.28	\$ 29.13	\$ 30.01
Grade 7	\$ 26.14	\$ 26.92	\$ 27.73	\$ 28.58	\$ 29.42	\$ 30.30	\$ 31.21
Grade 8	\$ 27.18	\$ 28.00	\$ 28.84	\$ 29.70	\$ 30.59	\$ 31.51	\$ 32.45
Grade 9	\$ 28.27	\$ 29.12	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.77	\$ 33.75
Grade 10	\$ 29.40	\$ 30.28	\$ 31.19	\$ 32.12	\$ 33.09	\$ 34.08	\$ 35.10
Grade 11	\$ 30.57	\$ 31.49	\$ 32.44	\$ 33.41	\$ 34.41	\$ 35.44	\$ 36.51
Grade 12	\$ 31.80	\$ 32.75	\$ 33.73	\$ 34.74	\$ 35.79	\$ 36.86	\$ 37.97
Grade 13	\$ 33.07	\$ 34.06	\$ 35.08	\$ 36.13	\$ 37.22	\$ 38.33	\$ 39.48
Grade 14	\$ 34.39	\$ 35.42	\$ 36.48	\$ 37.58	\$ 38.71	\$ 39.87	\$ 41.08
Grade 15	\$ 35.77	\$ 36.84	\$ 37.94	\$ 39.08	\$ 40.25	\$ 41.46	\$ 42.71
Grade 16	\$ 37.20	\$ 38.31	\$ 39.46	\$ 40.65	\$ 41.86	\$ 43.12	\$ 44.41
Grade 17	\$ 38.68	\$ 39.84	\$ 41.04	\$ 42.27	\$ 43.54	\$ 44.85	\$ 46.19
Grade 18	\$ 40.23	\$ 41.44	\$ 42.66	\$ 43.96	\$ 45.28	\$ 46.64	\$ 48.04
Grade 19	\$ 41.84	\$ 43.10	\$ 44.39	\$ 45.72	\$ 47.09	\$ 48.50	\$ 49.96
Grade 20	\$ 43.51	\$ 44.82	\$ 46.16	\$ 47.55	\$ 48.97	\$ 50.44	\$ 51.96
Grade 21	\$ 45.25	\$ 46.61	\$ 48.01	\$ 49.45	\$ 50.93	\$ 52.46	\$ 54.04
Grade 22	\$ 47.06	\$ 48.48	\$ 49.93	\$ 51.43	\$ 52.97	\$ 54.56	\$ 56.20
Grade 23	\$ 48.95	\$ 50.42	\$ 51.93	\$ 53.49	\$ 55.09	\$ 56.74	\$ 58.44
Grade 24	\$ 50.90	\$ 52.43	\$ 54.00	\$ 55.62	\$ 57.29	\$ 59.01	\$ 60.78
Grade 25	\$ 52.94	\$ 54.53	\$ 56.16	\$ 57.85	\$ 59.58	\$ 61.37	\$ 63.21
Grade 26	\$ 55.08	\$ 56.71	\$ 58.41	\$ 60.18	\$ 61.97	\$ 63.83	\$ 65.74
Grade 27	\$ 57.26	\$ 58.98	\$ 60.75	\$ 62.57	\$ 64.45	\$ 66.38	\$ 68.37

Police Sergeant Investigator	17
Police Sergeant	17
Police Officer Investigator	15
Police Officer	13

2024 Hourly Wage

2024 - 3%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	\$ 21.28	\$ 21.91	\$ 22.57	\$ 23.25	\$ 23.95	\$ 24.68	\$ 25.40
Grade 2	\$ 22.13	\$ 22.79	\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65	\$ 26.42
Grade 3	\$ 23.01	\$ 23.70	\$ 24.41	\$ 25.14	\$ 25.90	\$ 26.68	\$ 27.48
Grade 4	\$ 23.93	\$ 24.65	\$ 25.39	\$ 26.15	\$ 26.93	\$ 27.74	\$ 28.57
Grade 5	\$ 24.89	\$ 25.64	\$ 26.40	\$ 27.20	\$ 28.01	\$ 28.85	\$ 29.72
Grade 6	\$ 25.88	\$ 26.66	\$ 27.46	\$ 28.28	\$ 29.13	\$ 30.01	\$ 30.91
Grade 7	\$ 26.92	\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30	\$ 31.21	\$ 32.14
Grade 8	\$ 28.00	\$ 28.84	\$ 29.70	\$ 30.59	\$ 31.51	\$ 32.45	\$ 33.43
Grade 9	\$ 29.12	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.77	\$ 33.75	\$ 34.76
Grade 10	\$ 30.28	\$ 31.19	\$ 32.12	\$ 33.09	\$ 34.08	\$ 35.10	\$ 36.15
Grade 11	\$ 31.49	\$ 32.44	\$ 33.41	\$ 34.41	\$ 35.44	\$ 36.51	\$ 37.60
Grade 12	\$ 32.75	\$ 33.73	\$ 34.74	\$ 35.79	\$ 36.86	\$ 37.97	\$ 39.10
Grade 13	\$ 34.06	\$ 35.08	\$ 36.13	\$ 37.22	\$ 38.33	\$ 39.48	\$ 40.67
Grade 14	\$ 35.42	\$ 36.48	\$ 37.58	\$ 38.71	\$ 39.87	\$ 41.06	\$ 42.30
Grade 15	\$ 36.84	\$ 37.94	\$ 39.08	\$ 40.25	\$ 41.46	\$ 42.71	\$ 43.99
Grade 16	\$ 38.31	\$ 39.46	\$ 40.65	\$ 41.86	\$ 43.12	\$ 44.41	\$ 45.75
Grade 17	\$ 39.84	\$ 41.04	\$ 42.27	\$ 43.54	\$ 44.85	\$ 46.19	\$ 47.58
Grade 18	\$ 41.44	\$ 42.68	\$ 43.96	\$ 45.28	\$ 46.64	\$ 48.04	\$ 49.48
Grade 19	\$ 43.10	\$ 44.39	\$ 45.72	\$ 47.09	\$ 48.50	\$ 49.96	\$ 51.46
Grade 20	\$ 44.82	\$ 46.16	\$ 47.55	\$ 48.97	\$ 50.44	\$ 51.96	\$ 53.52
Grade 21	\$ 46.61	\$ 48.01	\$ 49.45	\$ 50.93	\$ 52.46	\$ 54.04	\$ 55.66
Grade 22	\$ 48.48	\$ 49.93	\$ 51.43	\$ 52.97	\$ 54.56	\$ 56.20	\$ 57.88
Grade 23	\$ 50.42	\$ 51.93	\$ 53.49	\$ 55.09	\$ 56.74	\$ 58.44	\$ 60.20
Grade 24	\$ 52.43	\$ 54.00	\$ 55.62	\$ 57.29	\$ 59.01	\$ 60.78	\$ 62.60
Grade 25	\$ 54.53	\$ 56.16	\$ 57.85	\$ 59.58	\$ 61.37	\$ 63.21	\$ 65.11
Grade 26	\$ 56.71	\$ 58.41	\$ 60.16	\$ 61.97	\$ 63.83	\$ 65.74	\$ 67.71
Grade 27	\$ 58.98	\$ 60.75	\$ 62.57	\$ 64.45	\$ 66.38	\$ 68.37	\$ 70.42

## APPENDIX B

Employee	Position	Grade	Step on Dec 31, 2022	Anniversary/Step Increase Date
Ruby, John	Sergeant Investigator	17	4	9-Sep
Nagorski, Derrick	Sergeant	17	2	18-May
Hegna, Eric	Sergeant	17	1	31-Dec
Burgardt, Josh	Investigator	15	4	8-Apr
Heurung, Rick	Police Officer	13	5	1-Jan
West, Jonathan	Police Officer	13	5	6-Jan
Andrea, Josh	Police Officer	13	5	11-Mar
Doroff, Jeremy	Police Officer	13	4	19-Dec
Robinson, Jillian	Police Officer	13	3	1-Jan
Owens, Dan	Police Officer	13	2	1-Jan
Tschida, Calvin	Police Officer	13	2	23-Mar
Gowens, Zach	Police Officer	13	1	12-Aug
Morse, Mitchell	Police Officer	13	1	21-Aug

## IMPLEMENTATION OF THE SALARY SCHEDULE

On January 1, 2023, the Salary Schedule will be raised 4% and all employees will receive the subsequent 4% pay increase. On January 1, 2024, the Salary Schedule will be raised 3.0% and all employees will receive the subsequent 3.0% pay increase.

New employees covered under this contract shall start at Step 1 of their appropriate Grade and receive a step increase on their anniversary/promotion date; all other employees shall receive a step increase one (1) year from the date of their last step increase. Employees will continue to receive a step increase each year of continuous employment until Step 7.

The salary of an employee promoted to a higher classification shall be placed at the Step in which they received an increase of no less than 3% of their former wage. The employee shall then receive any step increases from that date.

Upon the expiration date of this Agreement, all employees shall remain at their current step until a new agreement is reached by the parties.

CITY OF LITTLE FALLS

Gerald Knafila

Gerald Knafila (Jan 4, 2023 10:15 CST)

Gerald Knafila, Council President

Jon Radermacher

Jon Radermacher (Jan 4, 2023 11:13 CST)

Jon Radermacher, City Administrator

LAW ENFORCEMENT LABOR SERVICES, INC.

Sean McKnight

Sean McKnight, Business Agent

Josh Burgardt

Josh Burgardt, Steward

Eric Hegra

Eric Hegra, Steward

**Memorandum of Understanding  
Between the City of Little Falls**

**And**

**Law Enforcement Labor Services, Inc. Local No. 68  
Representing the Licensed Peace Officers**

Due to not being fully staffed this Memorandum of Understanding is in recognition of the need to allow employees at the vacation accrual maximums to cash out vacation hours that equal the employee's accrual rate for a 28 day pay cycle.

- Years 1-4                    6.16 hours
- Years 5-9                    9.24 hours
- Years 10-14                12.32 hours
- Years 15+                    15.4 hours

This agreement will be allowable for one (1) calendar year (January 1, 2023 – December 31, 2023) and can be renewed if parties agree based on staffing needs.

**For the City of Little Falls**

**For LELS Local #68**

*Gerald Knafla*

Gerald Knafla (Jan 4, 2023 10:15 CST)

\_\_\_\_\_  
Signature

Council President

Title

01/03/2023

Date



\_\_\_\_\_  
Signature

LELS Business Agent

Title

12/22/2022

Date