



**MASTER LABOR AGREEMENT**

**BETWEEN**

**CITY OF NEW BRIGHTON**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**LOCAL NO. 113**

January 1, 2024, through December 31, 2025

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LOCAL 113

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This AGREEMENT is entered into as of January 1, 2024, between the CITY OF NEW BRIGHTON, hereinafter called EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

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

**ARTICLE 2- RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179.71, subd. 3, for all police personnel in the following job classifications:

Patrol Officer  
Detective

- 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., Local No. 113.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 113.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 DEPARTMENT: The City of New Brighton Department of Public Safety.
- 3.5 EMPLOYER: The City of New Brighton.
- 3.6 DIRECTOR: The Director of the City of New Brighton Department of Public Safety.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., Local No. 113.
- 3.8 DETECTIVE: An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of DETECTIVE.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's SCHEDULED SHIFT.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Two periods of fifteen minutes each during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A thirty-minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.14 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

#### **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 functions 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 an inherent managerial function not specifically limited by this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## **ARTICLE 6- UNION SECURITY**

- 6.1 The EMPLOYER shall deduct 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 alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for the posting of UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

## **ARTICLE 7- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

### 7.1 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 in ARTICLE 6.2 of this AGREEMENT.

### 7.2 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 UNION representative shall be allowed a reasonable amount of time without loss of 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 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.

### 7.3 Procedure

Grievances, as defined by Section 3.14, 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 in writing to the employee's immediate supervisor as designated by the EMPLOYER. The Supervisor 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 Supervisor'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 Department Head. The Department Head 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 Department Head'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 City Manager. The City Manager shall give the UNION the EMPLOYER'S answer in writing with 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 City Manager'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 of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

#### 7.4 Waiver

If the Employer fails to respond to a grievance within the specified time limits, the grievance shall be considered denied at that step. If the Union fails to appeal a grievance to the next step within the specified time limit, it shall be considered waived. The time limit in each step may be extended by mutual written agreement of the UNION and EMPLOYER in each step.

#### 7.5 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 3, 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 to either Step 4 of ARTICLE 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 in ARTICLE 7, 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 another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7<sup>th</sup> Cir.), cert denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

#### 7.6 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 is 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.

### ARTICLE 8- SAVINGS CLAUSE

8.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of New Brighton. In the event any provision of this AGREEMENT shall be held to be contrary to a law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other



provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## **ARTICLE 9 - SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of service in the bargaining unit and posted in an appropriate location. Seniority rosters will be maintained by the Director of Public Safety (or designee) 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 their previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction in the workforce 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 twelve (12) months of the time of the employee's layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified 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 April 15 of each calendar year.
- 9.7 At least once per year, and after any permanent change in work schedule, employees will bid their work shift, including hours of work and days of work, by 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) unpaid suspension
  - d) demotion, or
  - e) discharge.
- 10.2 Suspensions, demotions and discharge will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part

of any employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand and/or notice.

- 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 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- CONSTITUTIONAL PROTECTION**

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

#### **ARTICLE 12 -WORK SCHEDULES**

- 12.1 It is acknowledged that law enforcement scheduled work hours do not tie in neatly with the traditional, two thousand and eighty (2080) hour work year. Further, variances in the work schedule do not tie neatly with the payroll cycle and would result in changes in the amounts of pay each paycheck. To accommodate these differences each paycheck will be for a uniform amount. Since timing of the payroll cycle will fluctuate somewhat each year, actual compensation paid will vary. Consequently, time paid may total 2072, 2080, 2088 or 2096 hours in any particular year. For payroll purposes only, hourly pay shall be defined as  $(\text{Monthly Salary} \times 12 \text{ months}) / 2080 \text{ hours}$ .

The EMPLOYEE will be required to account for the amount paid through:

- a) hours worked on an assigned shift,
- b) holidays,
- c) assigned training,
- d) authorized leave time.

At year end, a review and adjustment will occur to reconcile an EMPLOYEE's actual total scheduled work hours to the actual total paid. EMPLOYEES who work more than the actual total paid will receive overtime pay for any additional time worked. EMPLOYEES who work less than the actual total paid will have to use accumulated vacation or comp-time on a straight time basis to reconcile the difference.

- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

### **ARTICLE 13 - OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify any employee for overtime under this ARTICLE.
- 13.2 Overtime refused by employees will for record purposes under ARTICLE 13, subd. 13.2 be considered as unpaid overtime worked. Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees working overtime will have the option at the time of filling out the overtime card of receiving time off at the rate of one and one-half (1-1/2) times for each hour worked subject to the approval/disapproval of the Director of Public Safety. This time off, when requested, shall be subject to the approval/disapproval of the Director of Public Safety or his/her designee, and is limited to a maximum accrual of forty (40) hours.

### **ARTICLE 14 - COURT TIME**

- 14.1 An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An employee who is scheduled for Court during off-duty time, but subsequently canceled, shall be entitled to the three (3) hours pay at one and one-half (1-1/2) times the employee's base rate, unless the employee was notified of the cancellation prior to the day of the scheduled Court. An employee who worked the late night shift (approximately 11:00 p.m. to 7:00 a.m.) who is required to appear in court following such shift shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base rate. An extension or early report to a regularly scheduled shift for Court does not qualify the employee for the three (3) hour minimum.

## **ARTICLE 15 - CALL BACK TIME**

- 15.1 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

## **ARTICLE 16- WORKING OUT OF CLASSIFICATION**

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

## **ARTICLE 17 - INSURANCE\***

- 17.1 Effective 1/01/2023, The EMPLOYER will contribute \$966/month for EMPLOYEES requesting single health insurance, \$1477/month for EMPLOYEES requesting single +1 coverage, and \$1670/month for EMPLOYEES requesting and qualifying for dependent (family) coverage for the policy period January 1, 2023 to December 31, 2023.

EMPLOYEES that participate in the City of New Brighton Health Savings Account Program (HDHP-HSA Health Insurance Plan or Equivalent) will receive an (Per IRS regulations) annual deductible contribution from the City. The EMPLOYER will deposit the deductible into the EMPLOYEE'S Health Savings Account during the first payroll period of the New Year. All EMPLOYEE'S will receive a maximum deductible contribution of \$1,500.00 per year for single coverage, \$1,650 for single coverage on the \$7,500 deductible plan, \$2,300.00 per year for single+ 1 coverage, \$3,300 for single + 1 coverage on the \$15,000 plan, \$2,300.00 per year for family coverage and \$3,800 for family coverage on the \$15,000 plan from the City and based upon the EMPLOYEES continued enrollment in the City's HDHP-Health Savings Account Insurance Plan. The EMPLOYER will fund the start-up fee and all monthly fees associated with the Health Savings Account (HSA) for those EMPLOYEES participating in the Health Savings Account (HSA).

For those employees that elect coverage under the highest deductible plan (\$7,500/\$15,000), the City will contribute the monthly cost of an accident coverage plan.

*\*2024 and 2025 health insurance contributions are subject to a re-opener to be scheduled in Fall 2023 and Fall 2024.*

- 17.2 Effective 1/01/01, The EMPLOYER initiated a cafeteria benefits program to provide more options to EMPLOYEES relating to overall benefit selection. The City's Health Insurance Program is included within the EMPLOYER'S cafeteria benefits program.

In the future, as the cafeteria benefits program proceeds, the EMPLOYER intends to include the opportunity for EMPLOYEES to participate in a health insurance plan option that provides for a

zero co-pay, 100% hospitalization insurance program.

Effective 1/1/2013, the EMPLOYER will no longer be offering a zero co-pay, 100% hospitalization insurance plan to its EMPLOYEES.

- 17.3 Effective, upon contract ratification, employees would have ability to opt out of health insurance, provided proof of insurance coverage is provided from the other insurance carrier. The City will pay \$350/month to employees opting out, which would be eligible to be used within the cafeteria benefits program.
- 17.4 Long Term Disability Option. The EMPLOYER will pay 75% of the premium of an 90 day qualifying period of a city sponsored long term disability plan if the EMPLOYEE notifies the EMPLOYER of their desire to participate in the plan.
- 17.7 Optional benefits. EMPLOYEES may utilize any EMPLOYER resources available after health insurance premiums are satisfied per Section 17.1 for the purpose of selecting additional benefits, from the City’s cafeteria benefits program. Employees shall receive remaining resources in the form of cash, which can then be directed to desired benefits provided.
- 17.8 The City shall provide a \$25,000 term life insurance policy to EMPLOYEES during their employment with the City.

**ARTICLE 18- STANDBY PAY**

- 18.1 Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hours’ pay for each hour of standby

**ARTICLE 19-UNIFORMS**

- 19.1 The EMPLOYER shall provide required uniform and equipment as follows:

ITEM	INITIAL ISSUE	CLOTHING ALLOWANCE	RETURNED AT TERMINATION
Hats:			
Garrison	X	X	X
Fur	X	X	X
Rain Cover	X	X	X
Shirts:			
Long Sleeve	6	3	X
Short Sleeve	6	3	X

Pants: All-Season or Winter Weight and Summer Weight	3 2 2	X X X	X X X
Footwear and Handwear: Shoes Boots Overshoes Gloves Mittens	X	X X X X X	
Coats, etc.: Winter (leather Optional) Lightweight Rain Insulated Vest Soft Body Armor & 2 carriers Safety vest	X X X X X X	X X X X X	X X X X X X
Leather (Velcro optional): Garrison Belt Gun Belt Holster	X X X	X X	X X
Leather (Velcro optional): Handcuff Case/Strap Ammo Carrier Flashlight Holder Baton/PR-24 Holder Belt Keepers Knife Holder Chemical Weapon Holder Key Holder	X X X X X	X X X X X X X X	X X X X X X X X

Miscellaneous Equipment:			
Handgun	X		X
Handcuffs/Key	X		X
Nightstick	X	X	X
PR-24 or ASP (if certified)	X	X	X
Badge	X		X
Cap Device	X		X
Name Tag	X	X	
Misc. Insignia	X	X	X
ID Card	X		X
Whistle	X	X	
Chemical Weapon		X	X
Tag Book Holder		X	X
Tie Bar		X	
Revolver Grips		1 set	
Briefcase		X	X
Clipboard		X	X
Miscellaneous Clothing:			
Necktie	X	X	
Dickie	X	X	
Soft Body Armor Carriers (beyond City provided issue)	X	X	X
Sunglasses		X	
Gun Safe-(Maximum City Reimbursement of \$250.00)		X	

- 19.2 Employees shall be allowed up to \$866 each year for uniform allowance. Members assigned as SWAT Operators will receive an additional \$150.00 clothing allowance each year.
- 19.3 The EMPLOYER will pay the cost of soft body armor and two carriers for each employee.
- 19.4 Personnel assigned to the Criminal Investigation Section may receive up to the same yearly amounts as stated above for the purchase of civilian work-related clothing.
- 19.5 All purchases must conform to the department standards and be approved in advance by the Director of Public Safety who reserves the right to establish criteria for color, style, etc. This does not prohibit the employee from purchasing Velcro equipment for the items.

## **ARTICLE 20 - INJURY ON DUTY**

- 20.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered

unable to work for the EMPLOYER will be paid the difference between the employee’s regular pay and Worker’s Compensation insurance payments for a period not to exceed ninety (90) working days per injury, based on seven hundred twenty (720) hours per injury and a work year of 2080 hours. The injury on duty will not be charged to the employee’s vacation, sick leave or other accumulated paid benefits. Employees drawing Workers’ Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after tax take-home pay than the employee made while working.

**ARTICLE 21 – WAGE RATES**

21.1 The following monthly wage rates shall be effective January 1, 2024 through December 31, 2025 (includes a 3% COLA each year):

	<b>Step 1 (Start)</b>	<b>Step 2 (1 year)</b>	<b>Step 3 (2 years)</b>	<b>Step 4 (3 years)</b>	<b>Step 5 (4 years)</b>	<b>Step 6 (5 years)</b>	<b>Step 7 (6 years)</b>
<i>Effective January 1, 2024</i>	\$6,210	\$6,620	\$7,057	\$7,522	\$8,019	\$8,548	\$9,112
<i>Effective January 1, 2025</i>	\$6,396	\$6,818	\$7,268	\$7,748	\$8,259	\$8,805	\$9,386

21.2 Post-Retirement Wage contribution. Effective 01/01/21, in compliance with recent IRS rule changes pertaining to retirement health savings (RHS) plans, the police officers union is hereby deemed a group that will have 2% of the UNION MEMBERS compensation placed into a RHS plan. Contributions are an expense to the employee. An employee leaving the City in good standing and qualifying for sick leave severance shall have the severance pay deposited into the employee’s RHS account.

21.3 Employees classified or assigned by the EMPLOYER to the following job classification or position will receive three hundred sixty one dollars (\$361) per month in 2024, three hundred sixty six (\$366) per month in 2025 : **Detective and VCET Officer**

21.4 Employees serving in the following departmental assignments will receive two hundred thirty (\$232) per month in 2024, two hundred thirty five (\$235) per month in 2025, excluding the months of June, July, and August of each year: **School Resource Officer**

21.5 O.I.C. - Any employee who works out of their classification in the duties of Officer-in-Charge for less than four (4) hours shall receive one (1) hour of regular pay per shift. Employees who work at least four (4) hours as an Officer-in-Charge shall receive two (2) hours of regular pay per shift.

21.6 F.T.O. - Any employee who is assigned Field-Training-Officer duty shall receive three (3) hours compensatory time, or regular pay per shift worked as an F.T.O.

**ARTICLE 22- VACATIONS**

22.1 Each full-time employee covered by this AGREEMENT will earn vacation leave as shown on the



table below. This vacation leave will accrue at a rate of 1/12th the annual rate per month of full-time service.

VACATION ACCRUAL

<u>Years of Employment</u>	<u>Hours of Vacation Per Year of Full Time Service</u>	<u>Maximum Accrual Allowed</u>
1-5	80	160
6-9	120	240
10-11	128	256
12	136	272
13	144	288
14	152	304
15	160	320
20	180	360
21	188	376
22	192	384
23	196	392
25+	200	400

- 22.2 Vacation shall not be accrued to exceed twice an employee’s annual rate.
- 22.3 EMPLOYEES are not allowed to carry-over more than 360 hours of vacation time from one calendar year to the next. The 360 hour maximum carry over limit will be enforced on December 31<sup>st</sup> of each year. EMPLOYEES that are over the 360 maximum carry over limit will lose those additional vacation hours at the end of the calendar year (December 31), unless special exception is granted by the City Manager.
- 22.4 No vacation shall be permitted during an employee’s first six (6) months of service to the EMPLOYER.
- 22.5 One vacation period of up to fifteen (15) consecutive working days can be selected on a seniority basis until April 15. Two employees may not be allowed vacation at the same time unless approved by the Director of Public Safety.
- 22.6 An employee leaving the municipality's service in good standing and after giving proper notice of termination, shall be compensated for up to 260 hours of accrued vacation leave.

22.7 If an otherwise qualified EMPLOYEE dies while employed by the City, the vacation compensation provided within this Section will be paid to the EMPLOYEE'S estate.

### **ARTICLE 23 - SICK LEAVE**

- 23.1 Rate of Accrual. Sick leave with pay shall be accrued by permanent full-time employees at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof.
- 23.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 23.3 Purpose. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or to receive dental or medical care or other sickness preventative measures approved by the City Manager.
- 23.4 Use for Funerals, Illness in Family. Employees may use up to twenty-four hours (24) of paid funeral leave to attend the funeral of a member of the employee's immediate family (see definition of immediate family in Section 3 of the City's Employee Handbook). Sixteen (16) hours of sick leave may also be used for attending the funeral of an employee's immediate family member.

Up to three days of sick leave may also be used for the purpose of attending to the needs of a critically ill member of the employee's immediate family. Critically ill is defined where a physician has indicated that there is the imminent probability of death or that the employee is ordered to observe and monitor the condition of the health of the employee's kin. The period of sick leave usage may be extended in 30 calendar day increments, up to 90 calendar days, if pre-approved by the City Manager

- 23.5 Notice. In order to be eligible for sick leave with pay an employee must notify the employee's supervisor or department head prior to the beginning of the employee's work shift, except when such illness makes such notification by employee not possible, based on reasonableness; and shall keep the department head informed of the employee's condition if the absence is more than three days duration.
- 23.6 Substantiation. Proof to support sick leave shall be required as follows:
- A. An attending doctor's statement may be required for any sick leave taken.
  - B. An employee claiming sick leave may be required to file competent written evidence that the employee has been absent as authorized. Sick leave taken immediately preceding termination of employment or retirement of an employee shall always be substantiated by a written medical report.
  - C. An employee, who has been unable to work for a period of time because of illness or accident, may be required, before being permitted to return to work, to provide medical

evidence that the employee is again able to perform all essential duties of the job in a competent manner and without hazard to the employee or others.

- D. The City Manager may require a or medical examination, or both, as deemed necessary before or during an approved utilization of sick leave. Any or required medical examination shall be paid by the City.

- 23.7 When Denied. No sick leave shall be allowed for illness, injury or physical inability resulting from misconduct on the job except as provided in Section 21-67 of City Code. No additional time off will be allowed for any holidays occurring during an employee's sick leave. No sick leave benefits of any kind shall be granted after termination of employment.
- 23.8 Effect on Accumulation. Employees using sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave. Only days which the employee would normally have worked shall be charged against the employee's sick leave account.
- 23.9 Maximum Accrual. Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.
- 23.10 Terminal Leave. Effective 1/1/04, Terminal sick leave payments in the amount of forty-five (45) percent of accrued sick leave, (excluding bank sick leave), to a maximum of four hundred thirty-two (432) hours shall be granted to employees terminating in good standing and have completed ten (10) years of service with the City, after giving fourteen (14) days written notice of such termination.
- 23.11 Effective January 1, 2010, if an employee leaves the organization in good standing with twenty (20) or more years of service with the City and has accrued sick leave hours in his/her account, the employee is eligible to receive the following contribution by the City into the Employee's post-retirement health savings account plan, subject to the provisions of such plan.
- 75% (1040 hours to 961 hours)
  - 70% (960 hours to 921 hours)
  - 65% (920 hours to 881 hours)
  - 60% (880 hours to 801 hours)
  - 55% (800 hours to 761 hours)
  - 50% (760 hours to 0 hours)
- 23.12 Post-retirement Insurance Plan: Effective 1/1/08, employees departing the City in good standing with at least ten (10) years of service will contribute their eligible terminal pay into a City Selected post retirement health savings plan. This would be in lieu of receiving a cash payment provided under the terminal pay section identified in Sections 24.10.and 24.11.
- 23.13 If an otherwise qualified EMPLOYEE dies while employed by the City, the terminal payments provided within this Section will be paid to the EMPLOYEE'S estate.
- 23.14 Abuse. Claiming sick leave when physically fit, except as permitted in this division may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

## **ARTICLE 24 - HOLIDAYS**

Employees shall be entitled to ninety-six (96) hours of holiday pay per year. These holidays shall be provided by being built into the work schedule as part of the hours requirement of the year, except that such holidays shall not be built into the work schedule for employees working a Monday through Friday schedule.

Employees shall be paid at time and one-half (1-1/2) rate for all hours worked on the following eleven (11) holidays:

Easter Sunday, New Year's Day, Martin Luther King, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Overtime hours worked on the above eleven (11) holidays will be paid at a double time and one-half (2-1/2) rate.

***Juneteenth added as a holiday, with increase in holiday hours accordingly, if employer or State of Minnesota offers the benefit to other New Brighton employees.***

## **ARTICLE 25 - P.O.S.T. LICENSE**

The Employer will pay the cost of POST license fees for all employees requiring such licensure.

## **ARTICLE 26 - WAIVER**

- 25.1 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.
- 25.2 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 for bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, except where so stipulated, 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 contract was negotiated or executed.

## **ARTICLE 27- DURATION**

This agreement shall be effective as of the first (1st) day of January 2024 and shall remain in full force and effect until the thirty-first (31st) day of December 2025.

In witness whereof, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE CITY OF NEW BRIGHTON

FOR LELS LOCAL NO. 113

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Kari Niedfeldt-Thomas  
Mayor

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Doug Henning  
LELS Business Agent

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Devin Massopust  
City Manager

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Ian Craig  
LELS Union Steward

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Joe Pyka  
LELS Union Steward

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Austin Sonterre  
LELS Union Steward