



MASTER LABOR AGREEMENT

BETWEEN

THE CITY OF NEW BRIGHTON

AND

**LAW ENFORCEMENT LABOR SERVICES, INC
LOCAL NO. 263**

January 1, 2024 through December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into 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 179A.03, Subd. 8, for all police personnel in the following job classification: **Sergeant**
- 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.
- 2.3 Employees covered under this contract are considered non-exempt employees and as such are eligible for overtime purposes.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: LAW ENFORCEMENT LABOR SERVICES, INC.
- 3.2 UNION MEMBER: A MEMBER OF LAW ENFORCEMENT LABORSERVICES, INC., (Local #236).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of New Brighton Public Safety Dept.
- 3.5 EMPLOYER: The City of New Brighton.
- 3.6 DIRECTOR: The Director of the City of New Brighton Public Safety Department
- 3.7 UNION OFFICER: Officer elected or appointed by the LAW ENFORCEMENT LABOR SERVICES, INC
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

- 3.9 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.
- 3.10 LUNCH BREAK: A thirty minute period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 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.
- 3.12 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 3.13 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's SCHEDULED SHIFT.
- 3.14 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT, 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 two (2) employees from the bargaining unit to act as Stewards and one (1) alternate and shall inform the EMPLOYER in writing of such notice and changes in the positions of Stewards and/or alternates.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board 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 in section 6.2 of this contract 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 prior 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 3.12, 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 Bureau of Mediation Services. 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 VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 in ARTICLE VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal process, 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 VII. 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 (7th 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.
- D. The election set forth above shall not apply to claims subject to the jurisdiction of the United State Equal Employment Opportunity Commission.

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 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 continuous time in grade as a Sergeant with the Police Department, except as provided for in Section 9.3. Such seniority will be posted in an appropriate location. Seniority rosters may be maintained by the Director on the basis of time in grade and time within specific classifications.
- 9.2 The probationary period shall be six (6) months in length. During the probationary period a newly promoted employee may be reduced in rank at the sole discretion of the EMPLOYER.
- 9.3 A reduction in the workforce will be accomplished on the basis of seniority. For the purposes of this section, seniority shall be considered on the basis of full time employment in the Department of the EMPLOYER. 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 months (12) of continuous full-time employment.

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 Employees who are the subject of an investigation which may lead to disciplinary action will be questioned in accordance with the Minnesota Peace Officers Bill of Rights (Minn. Stat. 626.89).
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VII.
- 10.7 Discharges will be preceded by a five day (5) suspension without pay.
- 10.8 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.

ARTICLE 11- CONSTITUTIONAL PROTECTION

- 11.1 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 (Monthly Salary x 12 months)/2080 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 the commencement of each year, an EMPLOYEE'S expected work schedule hours will be reconciled to the 2080 hours by utilizing holiday hours. A subsequent review and adjustment will occur during each year to reconcile an EMPLOYEE'S actual total scheduled work hours to the actual total to be paid. All positive or negative adjustments shall be on a straight time basis. At the end of each year, EMPLOYEES who work more than the actual total paid will receive pay for additional time worked. EMPLOYEES who work less than the actual total paid will reduce their accumulated vacation balances.

- 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 be recorded and 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 Effective 1/1/2010, Employees who are required to work overtime hours will be provided the opportunity to bank compensatory time in lieu of receiving overtime compensation. Each Employee will be allowed to maintain a maximum balance of forty (40) hours of compensatory time for overtime hours worked. The Employees working overtime will have the option at the time of filling out his/her 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. The use of compensatory time, when requested, shall be subject to the approval/disapproval of the Director of Public Safety or his/her designee.

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 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.
- 15.2 An EMPLOYEE who is required to attend supervisory staff meetings during scheduled off-duty time shall receive two (2) hours pay at once and one-half (1-1/2) times the employee's base pay rate.

ARTICLE 16-STANDBY PAY

- 16.1 EMPLOYEES required by the EMPLOYER to standby for duty, shall be paid for such standby time at the rate of one hour pay for each hour of standby.

ARTICLE 17 - INSURANCE*

- 17.1 Effective 1/01/23, The EMPLOYER will contribute \$966/month for EMPLOYEES requesting single health insurance, \$1,477/month for EMPLOYEES requesting single +1 coverage, and \$1,670/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 1/01/08, 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 1/1/13, the EMPLOYER will no longer be offering a \$0.00 co-pay, 100% hospitalization insurance plan to its EMPLOYEES.
- 17.3 Effective 1/1/07 employees have the 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 Optional benefits. EMPLOYEES may utilize any EMPLOYER monetary contributions available after health insurance premiums are satisfied per Section Article XVI 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.
- 17.5 Long Term Disability Option. The EMPLOYER will pay 75% of the premium of a 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

ARTICLE 18- UNIFORMS

Uniform and equipment will be purchased based off of the New Brighton Public Safety Policy Manual. Each Employee shall be allowed up to \$920 in 2022 and \$948 in 2023, \$976.44 in 2024, and \$1,005.73 in 2025 and will increase by the amount of COLA each year thereafter.

The City will pay the cost of soft body armor and three carriers for each employee.

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 19- INJURY ON DUTY

- 19.1 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, not charged to the employee' s vacation, sick leave or other accumulated paid benefits. Employees drawing Workers' Compensation benefits will not receive supplementary Injury On Duty pay or sick leave pay which provides for more after-tax take home pay than the employee made while working.

ARTICLE 20- LONGEVITY – Eliminated, effective January 1, 2024

ARTICLE 21 - OPTIONAL PAY SCHEDULE – Eliminated, effective January 1, 2024

ARTICLE 22 - WAGE RATES AND STEP SYSTEM

22.1 The following monthly wage rates shall be Effective January 1, 2024 - December 31, 2025 (includes a 3% COLA and step increases each year):

Grade 12	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Effective January 1, 2024	\$9,091.81	\$9,387.42	\$9,692.30	\$10,007.48	\$10,332.96
Effective January 1, 2025	\$9,364.56	\$9,669.04	\$9,983.07	\$10,307.70	\$10,642.95

Effective January 1, 2024, wage rates for incoming Sergeants will be the next highest STEP based on current wages including specialty pay.

22.2 Eliminated, effective January 1, 2024.

22.3 Post-Retirement Wage contribution. Employees will contribute 1% of their annual income into a City-selected post-retirement insurance program.

ARTICLE 23 - EDUCATION AND LICENSE REIMBURSEMENT

23.1 The City shall directly pay or reimburse for any educational classes per Section 30 (Tuition Reimbursement) of the City's Employee Handbook.

23.2 The EMPLOYER will pay P.O.S.T. License fees for all employees requiring such license.

ARTICLE 24 - VACATIONS

24.1 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>
1-5	80
6-9	120
10-11	128
12	136
13	144
14	152
15	160
20	180
21	188
22	196
23+	204

- 24.2 Vacation accrual shall not exceed 360 hours. Any hours over the 360 maximum accrual limit will be lost at the end of the calendar year (December 31), unless special exception is granted by the City Manager.
- 24.3 Two employees may not be allowed vacation at the same time unless approved by the Director.
- 24.4 An employee leaving the municipality's service in good standing and after giving proper notice of separation, shall be compensated for up to 260 hours of accrued vacation leave.

ARTICLE 25- SICK LEAVE

- 25.1 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.
- 25.2 Use Restricted. Paid sick leave shall be granted only to those employees who have accrued sick leave time.
- 25.3 Purpose. Sick leave shall not be considered as 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.
- 25.4 Use for Funerals/Illness in Family. Employees may use up to twenty-four (24) hours of paid funeral leave to attend the funeral of a member of the employee's immediate family.

Up to sixteen (16) hours of sick leave may also be used for attending the funeral of an employee's immediate family member. Immediate Family shall include employee's family members as defined by Minn. Stat. 181.9413.

When necessary, up to three (3) days of sick leave with pay may also be used for the purpose of attending to the needs of an illness, injury or disability of a member of the employee's immediate family. Immediate Family shall include employee's family members as defined by Minn. Stat. 181.9413.

- 25.5 Notice. In order to be eligible for sick leave with pay an employee must notify the on-duty supervisor or department head not less than two (2) hours prior to the beginning of the employee's work day, and shall keep the department head informed of the

employee's condition if the absence is more than three days duration.

25.6 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 medical examination deemed necessary before or during an approved utilization of sick leave. Any required examination shall be paid by the City.

25.7 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 15 (Sick/Funeral Leave) of Employee Handbook. No additional time off will be allowed for any holidays occurring during an employee's sick leave account. No sick leave benefits of any kind shall be granted after the termination of employment.

25.8 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.

25.9 Maximum Accrual. Sick leave may be accumulated to a maximum of one thousand forty (1040) hours.

25.10 Post Retirement Health Savings Account-

Effective 1/1/10, EMPLOYEES terminating in good standing and have completed twenty (20) or more years of service with the City and has accrued sick leave in his/her account, the employee is eligible to receive the following contribution by the City into the Employee's post-retirement health saving account plan, subject to the provisions of such plan.

- 75% (961 hours to 1040 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)

25.11 Employees departing the City in good standing with at least ten (10) years of service

shall direct 45% of their accrued sick/terminal leave pay (up to four hundred thirty-two (468) hours) to be deposited into a post-retirement health savings account.

- 25.12 Abuse. Claiming sick leave when physically fit, except as permitted by this article, may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

ARTICLE 26 - HOLIDAYS

- 26.1 Employees shall be entitled to ninety six (96) hours of holiday 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.
- 26.2 Employees who are required to be on duty on any City specified holiday, as defined below, shall be given an additional hour of pay for every hour worked at the discretion of the Director of Public Safety.
- 26.3 Employees shall be eligible to buy-back up to 48 hours of banked holiday time at the current rate of pay. The holiday buy-back option may be taken once per year and shall be paid by the end of the calendar year.

Designated Holidays

New Year's Day

Martin Luther King Day
President's Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The day following Thanksgiving

Christmas Eve

Christmas Day

Juneteenth will be added as a holiday with an increase in hours accordingly should the City of New Brighton or the State of Minnesota recognize June 19th as a holiday.

ARTICLE 27 - WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 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 28 - DURATION

- 28.1 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.

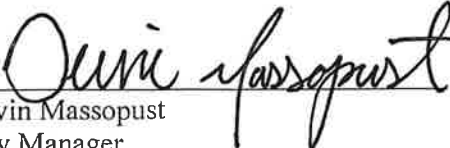
ARTICLE 29 – INDEMNIFICATION

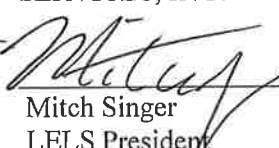
- 29.1 Should future amendment to Minn.Stat. § 471.44 or 466.07 impact employees' terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments.

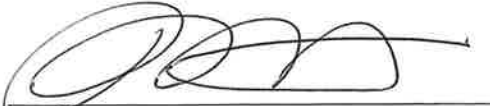
In witness whereof, the parties hereto have executed this AGREEMENT on this 13th day of June 2023.


FOR THE CITY OF NEW BRIGHTON

FOR LAW ENFORCEMENT LABOR SERVICES, INC.


Devin Massopust
City Manager


Mitch Singer
LELS President


Kari Niedfeldt-Thomas
Mayor


Rick Mathwig
LELS Business Representative