

LABOR AGREEMENT

BETWEEN

CITY OF NORTH ST. PAUL



NORTH
ST. PAUL

AND

LAW ENFORCEMENT LABOR SERVICES, INC.



REPRESENTING:

PATROL OFFICERS (LOCAL NO. 211)

JANUARY 1, 2022 - DECEMBER 31, 2024

UNION RATIFIED: MARCH 2022

COUNCIL ADOPTED: APRIL 5, 2022

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**LABOR AGREEMENT
BETWEEN
CITY OF NORTH ST. PAUL AND
LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL NO. 211)**

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2019, between the CITY OF NORTH ST. PAUL, hereinafter called the 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 AGREEMENTS' 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.
- 1.3 Promote harmonious relations between the Employer and the Union.
- 1.4 The Employer and the Union through this AGREEMENT, continue their dedication of the highest quality.

ARTICLE II - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as exclusive representative, under Minnesota Statutes 179A.03, Subd. 14, for all police personnel in the following job classification:

Police Officer

- 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 State of Minnesota Bureau of Mediation Services for determination.

ARTICLE III - DEFINITIONS

- 3.1 CHIEF: The Chief of the Police of the CITY OF NORTH ST. PAUL Police Department.
- 3.2 DEPARTMENT: The CITY OF NORTH ST. PAUL Police Department.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The CITY OF NORTH ST. PAUL.
- 3.5 INVESTIGATOR: An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of INVESTIGATOR.
- 3.6 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.

- 3.8 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 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.
- 3.11 UNION: Law Enforcement Labor Services, Inc.
- 3.12 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.13 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.

ARTICLE IV - 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 interpretation of or interference with the normal functions of the EMPLOYER.

ARTICLE V - 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 assign duties and responsibilities; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term 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 VI - 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 a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting 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 VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 7.2 Union Representatives: The EMPLOYER will recognize the UNION Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by Section 6.2 of this AGREEMENT.
- 7.3 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 Procedure: Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure:
- Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER- designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in Writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER- designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.
 - Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER- designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.
 - Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER- designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
 - Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act as amended. The selection of an arbitrator shall be made in accordance with the rules and regulations established by the State of Minnesota Bureau of Mediation Services.

7.5 Arbitrator's Authority:

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of Briefs of 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.

7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereat, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the EMPLOYER and the UNION in each Step.

7.7 Choice of Remedy: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or to the Civil Service Commission. If appealed to the Civil Service Commission, 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 the Civil Service Commission - and shall sign a statement to the effect that the choice precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE VII.

ARTICLE VIII - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of North St. Paul. 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 IX - SENIORITY

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

- 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 his previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of his 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 eighteen (18) months of continuous full-time employment.
- 9.6 One continuous vacation period shall be selected on the basis of seniority until April 1st of each calendar year.

ARTICLE X - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be one or more of the following forms:
 - a.) Oral reprimand;
 - b.) Written reprimand;
 - c.) Suspension;
 - d.) Demotion; or
 - e.) Discharge.
- 10.2 Suspension, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 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 VII.

ARTICLE XI - CONSTITUTIONAL PROTECTION

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

ARTICLE XII - WORK SCHEDULES

- 12.1 The normal work year is two thousand eighty hours (2,080) to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training,
- d) authorized leave time

- 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 XIII - OVERTIME

- 13.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Employees may elect to earn compensatory time off at the same rate in lieu of pay. Compensatory time off may be accrued up to 50 hours. Employees may continue to accumulate and use up to 50 hours of compensatory time in a calendar year, but may not exceed 50 hours total at any time. Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes under Section 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE XIV - COURT TIME

- 14.1 An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.
- 14.2 An employee who is required by the employer to appear in court during his scheduled off-duty time at a specific date and time as a result of their duties as a North St. Paul Police Officer and is cancelled within 24 hours of the court ordered appearance, he/she shall receive two (2) hours straight time pay. This is not applicable to any court time that is scheduled as any part of any shift, or an extension of any shift.

ARTICLE XV - CALL BACK TIME

An employee who is called to duty during his scheduled off duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. Shifts scheduled with less than ten (10) hours time off from the previously scheduled shift shall be paid at a premium rate of one and one-half (1½) times the employee's base pay rate. Voluntary shift extensions shall be exempt from the ten hours off time requirement. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE XVI - WORKING OUT OF CLASSIFICATION

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 XVII - INSURANCE

17.1 For the term of this Agreement, the Employer will contribute the premium amounts listed below toward employee health insurance and dental insurance. Employees opting out of the health insurance plan will be compensated at a rate set by the Employer. Employees must provide proof of coverage under another group insurance policy in order to receive the monthly opt-out amount provided by the City.

| Dental Coverage | City Contribution | Employee Contribution | Monthly Premium |
|---------------------------------------|-------------------|-----------------------|-----------------|
| Single | \$ 37.02 | \$ 3.14 | \$ 40.16 |
| Family | \$ 87.02 | \$ 8.71 | \$ 95.73 |
| | | | |
| Medical Coverage PEIP High-Deductible | City Contribution | Employee Contribution | Monthly Premium |
| Single | \$ 434.86 | \$ 48.32 | \$ 483.18 |
| Family | \$ 1,028.03 | \$ 257.01 | \$ 1,285.04 |

The Employer will contribute to an employee's HSA account if the employee opts to participate in the City's Medical Benefit Plan. Contributions will be made the first and second pay period of each month to each employee's HSA account. Contributions will be prorated for new and departing employees based on their starting and ending date of employment. Listed below is a chart that outlines the annual HSA contribution amounts.

| Annual HSA Contributions (Health Savings Account) | 2022 – 2024 |
|---|-------------|
| Single | \$ 1,200.00 |
| Family | \$ 2,400.00 |

For the term of this Agreement, any increases to the premiums will be shared by the Employer and Employee. The Employer will cover 90% of the increase for single coverage and 80% of the increase for family coverage and the Employee shall be responsible for covering 10% of the increase in premiums for single coverage and 20% of the increase in premiums for family coverage.

The Employer will pay for the cost of long-term disability (LTD) insurance premiums for all regular full-time employees and for an employee assistance program (EAP) for all employees.

In accordance with federal health care reform laws and regulations, the Employer shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work thirty (30) or more hours per week or the equivalent of one hundred thirty (130) hours or more per month. In order to comply with the health care reform law while avoiding penalties, part-time employees will be scheduled according to business needs and in a manner that ensures positions retain part-time status as intended.

Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the employees covered by this Agreement will meet immediately to bargain over alternative provisions so as to comply with the Act and to avoid any penalties, taxes or fines for the Employer.

17.2 Life Insurance. The amount of life insurance per EMPLOYEE will be fifty thousand dollars (\$50,000).

ARTICLE XVIII - STANDBY PAY

EMPLOYEES required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hours pay for each hour on standby.

ARTICLE XIX - UNIFORMS

The EMPLOYER shall provide an initial uniform issue to all new police employees. The initial issue list shall be maintained by the Chief of Police.

19.1 The EMPLOYER shall provide each employee in the bargaining unit an annual cash uniform allowance in the amount of \$1,200.00: Employees who have completed one continuous year of employment shall receive pro-rated uniform allowance. Employees who leave their employment with the CITY shall be responsible to return this uniform allowance on a monthly pro-rated basis. Uniforms and/or equipment provided or issued by the CITY, that are damaged in the line of duty, will be repaired and/or replaced by the EMPLOYER at no cost to the employee.

19.2 The initial uniform issue shall consist of the following as defined in Appendix B.

19.3 The CITY shall provide a duty firearm, holster, ammunition pouches, chemical ammunition and holder, handcuffs and handcuff case, three badges and an I.D. card. The CITY retains the right to stipulate the type of clothing purchase and uniforms worn.

ARTICLE XX - INJURY ON DUTY

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, after a five (5) working day initial waiting period per injury. The five (5) working day period shall be charged to the Employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE XXI - DEFERRED COMPENSATION.

The Employer agrees to match up to \$80.00 per pay period for Deferred Compensation.

ARTICLE XXII - P.O.S.T. LICENSE

The Employer agrees to pay. P.O.S.T. Licensure fees.

ARTICLE XXIII -VACATIONS

Vacation time accrual is based on 26 pay periods per year, earned at the following rate:

| | |
|-------------------|---|
| 1-5 years | 80 hours per year or 3.08 hours per pay period |
| 5-10 years | 120 hours per year or 4.62 hours per pay period |
| 10-15 years | 160 hours per year or 6.15 hours per pay period |
| Start of 16 years | 168 hours per year or 6.46 hours per pay period |
| Start of 17 years | 176 hours per year or 6.77 hours per pay period |
| Start of 18 years | 184 hours per year or 7.08 hours per pay period |
| Start of 19 years | 192 hours per year or 7.38 hours per pay period |
| Start of 20 years | 200 hours per year of 7.69 hours per pay period |

Accumulation of vacation time to be as follows:

- Maximum of 160 hours through 10 years of employment.
- Maximum of 200 hours 11 through 14 years of employment
- Maximum of 240 hours over 15 years of employment.

ARTICLE XXIV - HOLIDAYS

24. 1 There will be ninety-six (96) holiday hours for all EMPLOYEES per calendar year. Holiday hours shall be used by December 31 of each year and will be forfeited if not used.

24.2 EMPLOYEES assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, shall receive an additional one-half (1/2) hour holiday credit under ARTICLE XII for each hour worked on those days. Employee to be paid for entire shift if any portion of shift is worked on a holiday.

The City will add Juneteenth to the paid holidays when it becomes a recognized holiday pursuant to Minn. Stat. Section 645.44.

If the statute recognizes Juneteenth in a year in which the holiday has already occurred, the City shall grant the Employees one additional floating holiday which must be used by the end of the year.

ARTICLE XXV - LEAVE OF ABSENCE

EMPLOYEES subpoenaed as witnesses or called and selected for Jury Duty shall receive their regular compensation and other employment benefits, less the amount received by them as Jurors or Witnesses fees.

ARTICLE XXVI - SICK LEAVE AND SEVERANCE

- 26.1 Sick leave shall be earned by each regular Employee at the rate of eight (8) hours per month to a maximum accumulation of nine hundred sixty (960) hours.
- 26.2 After ten (10) years of continuous employment, an EMPLOYEE who retires, resigns or is laid off shall be entitled to severance pay. The amount of severance pay shall be computed at the employee's regular rate of pay at the time of severance, and amount to one-half(½) of the accumulated sick leave; with maximum allowance of four hundred eighty (480) hours pay. EMPLOYEES discharged for just cause or those who voluntarily terminate their employment with less than ten (10) years of service will receive no severance pay.
- 26.3 Post Retirement Health Care Savings Plan. The EMPLOYER is enrolled in a Post-Retirement Health Care Savings Plan (HCSP) through which public employers and employees may save to cover post-retirement health care costs. Changes to the Plan are allowed based on HCSP guidelines. Plan decisions are made outside the terms of this AGREEMENT.

ARTICLE XXVII - WAIVER

- 27.1 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.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT 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 or with respect to any term or condition of employment not specifically referred to or covered by 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 AGREEMENT was negotiated or executed.

ARTICLE XXVIII - DURATION

This AGREEMENT shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024.

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Signature page follows.*

APPENDIX B

INITIAL UNIFORM LIST

| INITIAL UNIFORM ISSUE LIST | | |
|-----------------------------------|-------------------------|-------------------------|
| Clothing | Leather | Equipment |
| 2 - Pair of Cargo Pants | 1 - Under Belt | 1 - Gun + 3 Mags |
| 1 - Class A Pants | 1 - Outer Belt | 1 -Tazer |
| 2 - Long Sleeve Shirts | 1 - Glove Pouch | 1-Mace |
| 2 - Short Sleeve Shirts | 1 - Baton Case | 1 -AR 15 Rifle+ 2 Mags |
| 2 - Class A Shirt | 1 - Mag Holder | 2-Badges |
| 1 - Winter Jacket | 1 - Cuff Holder | 1 Metal Hat Badge |
| 1 - Spring/Fall Jacket | 1 - Long Cuffs | 1 - Soft Hat Badge |
| 1 -Rain Coat | 1 - Key Silencer | 1 - Recorder |
| 1 - Traffic Vest | 1 - CS/CN Holder (Mace) | 1 - Cell Phone |
| 1 - Garrison Hat | 1 - Flashlight Holder | 1 - Microphone Recorder |
| 1 - Winter Hat | 1 - Gun Holster | 1 - Tourniquet |
| 1 - Baseball Hat | 1 - Tazer Holster | 1 - Radio |
| 1 - Pair of Gloves | 1 - Keepers (4-6) | 1-Duty Bag |
| 1 - Ballistic Vest | 1 - Radio Holder | 1 - Posse Board |
| 1 - Outer Vest Carrier | | 1 - Expandable Baton |
| 2 - Polo Shirts | | 1 -Cuff Key |
| 1 - Pair Boots | | 1 - Flashlight |
| 1 - Pair Shoes | | 2 - Weapon Light (Rail) |
| 1 - Tie Clip | | 1 - Handcuffs |

SHIFT DIFFERENTIAL

Shift differential pay will be paid to those employees regularly assigned to an overnight shift. That identified shift is from 6 p.m. to 6 a.m. Officers assigned or electing to work that shift will be paid one dollar (\$1.00) per hour in addition to regular wages.

APPENDIX A

PATROL CLASSIFICATION AND WAGE SCHEDULE

Listed below is the job classification for members in the unit:

| Title | Job Grades |
|----------------|------------|
| Patrol Officer | 11 |

Employees will be eligible to receive annual a step wage adjustment, beginning with Step 1 up to Step 6. Step increases will occur on the 1st of the year. Employees hired after March 2019, will receive step increases on the anniversary of their hire date.

| 2022 (3% increase from 2021) | | | | | | |
|------------------------------|---------|---------|---------|---------|---------|---------|
| 6 Step Plan | 1 | 2 | 3 | 4 | 5 | 6 |
| Grade | | | | | | |
| 11 | \$34.90 | \$36.47 | \$38.14 | \$39.87 | \$41.70 | \$43.60 |

| 2023 (3% increase from 2022) | | | | | | |
|------------------------------|---------|---------|---------|---------|---------|---------|
| 6 Step Plan | 1 | 2 | 3 | 4 | 5 | 6 |
| Grade | | | | | | |
| 11 | \$35.95 | \$37.56 | \$39.28 | \$41.07 | \$42.95 | \$44.85 |

| 2024 (3% increase from 2023) | | | | | | |
|------------------------------|---------|---------|---------|---------|---------|---------|
| 6 Step Plan | 1 | 2 | 3 | 4 | 5 | 6 |
| Grade | | | | | | |
| 11 | \$37.03 | \$38.69 | \$40.46 | \$42.30 | \$44.24 | \$46.20 |

EMPLOYEES completing ten (10) years of continuous employment shall be eligible for an additional wage adjustment at 2.5% above the step 6 wage.

SPECIAL WAGE SCHEDULE

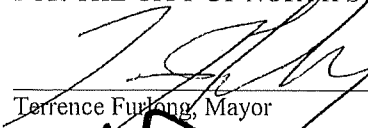
Employees classified or assigned by the EMPLOYER to the Investigator and School Resource job classifications will receive three hundred dollars (\$300.00) per month or pro-rated for less than a full month in addition to the regular wage rate.

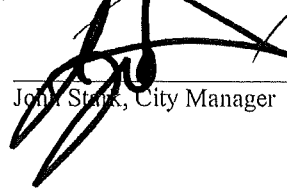
FIELD OFFICER TRAINING

Field Officer Training Pay. During each shift in which an employee is actually assigned to and conducting field officer training, the employee shall receive one (1) hour of overtime per eight (8) hours of training.

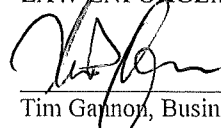
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 5th day of April, 2022.

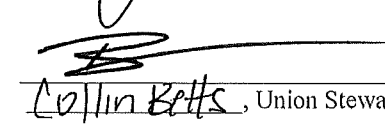
FOR THE CITY OF NORTH ST. PAUL

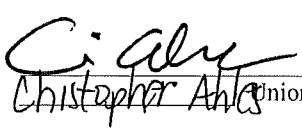
 4/8/22
Terrence Furlong, Mayor Date

 4/8/22
John Stark, City Manager Date

LAW ENFORCEMENT LABOR SERVICES

 4/12/2022
Tim Gannon, Business Agent Date

 4/11/22
Collin Betts, Union Steward Date

 4/11/22
Christopher Antos, Union Steward Date

Additional MOU'S

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-095

**RESOLUTION APPROVING THE 2022-2024
SHIFT DIFFERENTIAL MEMORANDUMS OF UNDERSTANDINGS BETWEEN
THE CITY OF NORTH ST. PAUL AND**

**LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 298 REPRESENTING
THE NORTH ST. PAUL POLICE SERGEANTS**

**LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 211 REPRESENTING
THE NORTH ST. PAUL PATROL OFFICERS**

WHEREAS, the City and Union are parties to a Labor Agreement in effect January 1, 2022 through December 31, 2024 and continuing by operation of law;

WHEREAS, the Labor Agreement covers terms and conditions of employment, including the provision of shift differential; and

WHEREAS, the shift differential provision caused confusion and subsequently the parties negotiated changes;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, the parties agree that the shift differential language in Appendices of the Labor Agreement shall be deleted and replaced with the language below:

SHIFT DIFFERENTIAL (LELS LOCAL #298)

Effective January 1, 2022, employees who work at least six (6) hours between 6pm and 6am shall receive shift differential in the amount of one dollar (\$1.00) per hour for the entire shift worked. Except as required by law, employees shall not receive shift differential if the hours worked will be paid at the overtime rate.

SHIFT DIFFERENTIAL (LELS LOCAL #211)

Effective January 1, 2022, employees who work at least six (6) hours between 6pm and 6am shall receive shift differential in the amount of one dollar (\$1.00) per hour for all hours worked during that time period. Except as required by law, employees shall not receive shift differential if the hours worked will be paid at the overtime rate.

BE IT FURTHER RESOLVED, the Memorandums of Understanding between the City of North St. Paul and LELS (Local 298 and 211), as stated are hereby approved.

ADOPTED this 18th day of October, 2022.

Motion by Council Member Thorsen
Second by Council Member Petersen

MEMORANDUM OF UNDERSTANDING
LELS Local #211 Shift Differential

This Memorandum of Understanding is made by and between the City of North St. Paul ("City") and Law Enforcement Labor Services, Local #211 ("Union").

WHEREAS, the City and Union are parties to a Labor Agreement in effect January 1, 2022 through December 31, 2024 and continuing by operation of law;

WHEREAS, the Labor Agreement covers terms and conditions of employment, including the provision of shift differential; and

WHEREAS, the shift differential provision caused confusion and subsequently the parties negotiated changes;

NOW, THEREFORE, the parties agree that the shift differential language in Appendices of the Labor Agreement shall be deleted and replaced with the language below:


SHIFT DIFFERENTIAL

Effective January 1, 2022, employees who work at least six (6) hours between 6pm and 6am shall receive shift differential in the amount of one dollar (\$1.00) per hour for all hours worked during that time period. Except as required by law, employees shall not receive shift differential if the hours worked will be paid at the overtime rate.

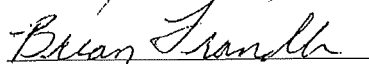
This Memorandum of Understanding shall be effective through December 31, 2024, or when a subsequent Labor Agreement is ratified and approved, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their respective signatures.

CITY OF NORTH ST. PAUL


Terrence J. Furlong, Mayor

10/20/22
Signature Date


Brian Frandle, City Manager

10/20/2022
Signature Date

FOR LAW ENFORCEMENT LABOR SERVICE, INC. (Local No. 211)


Tim Gannon, LELS Business Agent

10/25/2022
Signature Date

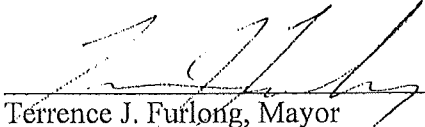
Collin Betts, Union Steward

Signature Date

Christopher Ahles, Union Steward

Signature Date

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Wong
Mayor Furlong
Nay: None
Abstain: None
Absent: Council Member Cole


Terrence J. Furlong, Mayor

Attest:


Brian Frandle, City Manager/Clerk

