

# LABOR AGREEMENT

Between

**City of Park Rapids, MN**



And

**Law Enforcement Labor Services, Inc.**



*Representing:*

**Park Rapids Patrol Sergeants**

**January 1, 2022 - December 31, 2022**

**TABLE OF CONTENTS**

**Park Rapids Police Department – Sergeants**

ARTICLE 1	PURPOSE .....	2
ARTICLE 2	RECOGNITION .....	2
ARTICLE 3	DEFINITIONS .....	2
ARTICLE 4	EMPLOYER AUTHORITY .....	3
ARTICLE 5	UNION SECURITY .....	3
ARTICLE 6	EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE .....	4
ARTICLE 7	SAVINGS CLAUSE .....	6
ARTICLE 8	SENIORITY .....	6
ARTICLE 9	JOB POSTING / HEARING AND PROMOTIONS .....	6
ARTICLE 10	DISCIPLINE .....	7
ARTICLE 11	WORK SCHEDULES .....	7
ARTICLE 12	OVERTIME .....	8
ARTICLE 13	TRAINING EXPENSES .....	8
ARTICLE 14	COURT TIME .....	9
ARTICLE 15	CALL-BACK TIME .....	9
ARTICLE 16	INSURANCE .....	9
ARTICLE 17	UNIFORMS .....	10
ARTICLE 18	HOLIDAYS .....	10
ARTICLE 19	VACATIONS .....	11
ARTICLE 20	SICK LEAVE .....	12
ARTICLE 21	CHILDBEARING AND CHILD REARING .....	13
ARTICLE 22	FAMILY MEDICAL LEAVE ACT .....	13
ARTICLE 23	INJURY ON DUTY .....	13
ARTICLE 24	SEVERANCE PAY .....	13
ARTICLE 25	DEFERRED COMPENSATION .....	14
ARTICLE 26	POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN ....	14
ARTICLE 27	COMPLETE AGREEMENT AND WAIVER OF BARGAINING ...	14
ARTICLE 28	DURATION .....	15
APPENDIX A.	BASE HOURLY WAGE SCHEDULE .....	16

**LABOR AGREEMENT**

**Between the**

**City of Park Rapids**

**And**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**PARK RAPIDS PATROL, LOCAL #488**

**(Police Sergeants – Essential Employees)**

**ARTICLE 1 PURPOSE**

This Agreement is entered into as of January 1, 2022, between the City of Park Rapids, hereafter called the EMPLOYER, and the Law Enforcement Labor Services, Inc Park Rapids Patrol, Local #488, hereafter called the UNION.

It is the intent and purpose of this Agreement to:

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

**ARTICLE 2 RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, for:

*"All employees employed by the City of Park Rapids, Minnesota, in a Sergeant job classification, who are both licensed peace officers and public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees. "*

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3 DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc. Park Rapids Patrol, Local #488
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Park Rapids Patrol, Local #488
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Park Rapids Police Department.
- 3.5 EMPLOYER: The City of Park Rapids.

- 3.6 CHIEF: The Chief of Park Rapids Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Park Rapids Sergeants, Local #488
- 3.8 FULL-TIME EMPLOYEE: An employee who is regularly scheduled to work an average of 2,080 hours per year.
- 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: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAKS: A 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 of the rights, privileges, or obligations of employment.

#### **ARTICLE 4 EMPLOYER AUTHORITY**

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; and to perform any inherent managerial functions not specifically limited by this Agreement.

#### **ARTICLE 5 UNION SECURITY**

- 5.1 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.
- 5.2 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.
- 5.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 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 6 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

- 6.1 **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of employment and of this Agreement
- 6.2 **UNION REPRESENTATION:** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 5.2 of this Agreement.
- 6.3 **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 Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer,
- 6.4. **PROCEDURE:** Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

**STEP 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) 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 to the grievant and to the union 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 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 representatives 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.

A. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to mediation upon mutual agreement of the parties.

**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. 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. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

#### 6.5 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 close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decisions shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

#### 6.6 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 specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits,

the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

6.7 Choice of Remedy

In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought, except as allowed by state or federal law. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s). To allow an eligible employee the opportunity to exercise their full rights to the alternative procedure, such as Veteran's Preference, timelines in the Grievance procedure shall be tolled.

**ARTICLE 7 SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States and, the State of Minnesota, and to ordinances of the City of Park Rapids. In the event any provision of this Agreement shall be held 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 8 SENIORITY**

- 8.1 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. The probationary period for newly-hired employees shall be twelve (12) months. Employees promoted to a higher classification shall have a six (6) month trial period. During the trial period, a promoted employee may be replaced in his/her previous position at the sole discretion of the Employer. An employee promoted to a higher classification shall have the right to return to his or her former position within the six (6) month trial period.
- 8.2 A lay-off or other reduction of work force will be accomplished on the basis of classification seniority. Employees shall be recalled from layoff to an open position on the basis of seniority. An employee on layoff shall have an opportunity to return to work within one (1) year of time after his/her layoff before any new employee is hired.
- 8.3 It shall be the laid off employee's responsibility to keep the City informed of their correct address. If asked to return and refuse such appointment within two weeks, the employee shall then forfeit all rights under this Article.

**ARTICLE 9 JOB POSTING/HIRING AND PROMOTION**

- 9.1 All permanent vacancies or newly created positions shall be posted. Employees shall have ten (10) working days after posting to complete application for such vacancies.

In filling vacancies and newly created positions, the Employer shall give preference to senior employees over junior, provided that the qualifications of the applicants are relatively equal in the Employer's judgment. In judging the qualifications of applicants, the Employer shall consider the following factors:

- A. Knowledge, skills, and ability;
- B. Past and present job experience;
- C. Education and training; and
- D. Past and present work performance.

In the event the most senior employee is not selected for the vacancy or newly created position, the employee may, upon request, receive in writing the reasons for the Employer's decision. Such decisions shall be subject to the grievance procedure of this Agreement.

- 9.2 Seniority will be given first preference with regard to transfer, job classification, Assignments and promotions when the job relevant qualifications of employees are equal.

## **ARTICLE 10 DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension, without pay;
- D. Demotion; or
- E. Discharge.

- 10.2 Suspension, demotion 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. Documentation of oral reprimands in the personnel file shall be removed after three years.

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

- 10.5 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

- 10.6 Grievances relating to suspension, demotions, or discharges pursuant to the terms of this Article may be initiated by the Union in Step 3 of the grievance procedure under Article 6.

## **ARTICLE 11 WORK SCHEDULES**

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



- A. Hours worked on assigned shifts.
  - B. Holiday;
  - C. Authorized leave time; and
  - D. Training; with no less than thirty (30) days' notice
- 11.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 11.3 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.
- 11.4 Employees shall be entitled to one-half (½) hour paid lunch break and two (2) fifteen (15) minute paid rest breaks per shift.

## **ARTICLE 12 OVERTIME**

- 12.1 Full-time employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of a regularly scheduled shift. Part-time employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of a full-time regularly scheduled shift or eighty (80) hours per pay period. Changes of shift do not qualify any employee for overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by employees will, for record purposes under Section 12.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 12.7 Employees shall be allowed to take compensatory time in lieu of overtime pay provided for in Section 12.1 at the rate of one and one-half (1 1/2) hours of compensatory time for each overtime hour worked. There shall be a maximum accrual of one hundred (100) hours of compensatory time throughout the year. Employees shall not be allowed to carry over more than fifty (50) hours of compensatory time into the next year. Employees shall have the option to cash out all or a portion of his/her compensatory time accrual at the end of the year (December 31st). The request for cash out must be submitted to payroll by December 1st. Any hours above the carry over maximum shall be paid out at the end of the year.
- 12.8 Employees assigned the duty of Field Training Officer (FTO) shall be paid an additional two and one half (2 ½) hours for each shift spent in performance of FTO duties.

## **ARTICLE 13 TRAINING EXPENSES**

The Employer agrees to pay necessary and reasonable expenses incurred by covered employees who are authorized by the Chief to attend training sessions or conferences which will benefit his/her role as a licensed police officer for the City. The expenses to be paid by the City include the following:

- A. Registration costs;
- B. Housing costs if an overnight stay is authorized;
- C. Mileage cost at the current IRS rate when using personal vehicle;
- D. The hourly wage for time spent at the training session; travel time to be included in the wage calculation; shall be paid at straight time unless over eight (8) hours. All hours in excess of eight (8) hours shall be paid at one and one-half (1 ½) times the base rate of pay.
- E. Mandated training outside the employee's regularly scheduled shift shall be paid at one and one-half (1 ½) the employee's base rate of pay with a minimum of two (2) hours.

## **ARTICLE 14 COURT TIME**

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

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

An employee who is called to duty during his/her schedule 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) hours minimum.

## **ARTICLE 16 INSURANCE**

16.1 Effective January 1, 2020, for employees electing single coverage, the Employer shall contribute seven seventy hundred dollars (\$770.00) per month to each full-time employee enrolled in PEIP for group insurance premiums.

For each employee electing dependent coverage, the Employer will contribute up to the premium amount, not to exceed an additional four hundred sixty-nine dollars (\$469.00) above the Employer's single coverage contribution provided in this paragraph.

Effective January 1, 2020, the Employer shall contribute an additional \$25 per month towards any Employee selecting the single coverage health insurance plan, and an additional \$50 per month towards any Employee selecting the family coverage health insurance plan.

For an employee enrolled in PEIP, any amount of the Employer's monthly contribution to PEIP, as provided herein, not used by the employee for health insurance or other group insurance premiums offered under the Flexible Benefits Plan will be paid to the employee as part of the employee's taxable gross earnings.

- 16.2 For employees eligible to obtain group health insurance through their spouse or domestic partner, the City shall contribute two hundred (\$200) per month for the employee's use in the Flexible Benefits Plan offered by the Employer. To be eligible for this contribution, the employee must provide written documentation to the Employer of other group health insurance coverage.
- 16.3 The Employer shall pay one hundred percent (100%) of the Group Life Insurance for all full-time employees to the face amount of ten thousand dollars (\$10,000) per employee.
- 16.4 Retirement Health Insurance: Employees retiring with a minimum of twenty (20) years of employment with the Employer and who have attained at least the age of fifty (50) years, will be able to stay on the City's Health Insurance at full cost to the employee until the end of the month in which he/she is eligible for Medicare.
- 16.5 The City shall provide employees with Short Term Disability Insurance for all employees. The Employer reserves the right to provide the insurance coverage referred to in this Section 16.5 through a carrier of the Employer's choice so long as the benefits are, in the Employer's judgment, substantially equivalent.

**ARTICLE 17 UNIFORMS**

- 17.1 The Employer shall provide and replace uniforms required by the Department, as determined by the Employer.
- 17.2 In addition to the above, the Employer shall provide each employee with a uniform allowance for those items not provided by the Employer (leather, weapons, shoes) and for the maintenance of the uniforms. Employees shall submit receipts for expenditures under this provision. The Employer shall provide five hundred dollars (\$500.00) per employee per year.

**ARTICLE 18 HOLIDAYS**

- 18.1 Employees shall be entitled to payment for holidays pursuant to this Article provided that they are in pay status their last scheduled work day preceding the holiday and their first scheduled day following the holiday.
- 18.2 The following shall be included as paid holidays for employees subject to this Agreement:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday Preceding Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11

Thanksgiving Day  
Christmas Day

Fourth Thursday in November  
December 25

Full-time employees will be granted two (2) floating holidays, which may be taken at the request of the employee with the approval of the Employer. An Officer may elect to apply one (1) float holiday towards their 2080 hours to be the equivalent of the Officer's actual length of time of assigned shifts.

- 18.3 Holidays other than the floating holidays shall be observed on the calendar day they fall on.
- 18.4 An employee entitled to holiday pay under this Article, and who works on a holiday, shall be paid at the rate of one and one-half (1 ½) times the employees' regular straight time hourly rate for all such hours worked, in addition the employee shall choose to be paid for the holiday or to receive an additional day off.
- 18.5 When a holiday falls on an employee's normally scheduled day off, the employee shall choose to receive an additional day off, or an additional day of regular straight time pay.

#### **ARTICLE 19 VACATIONS**

- 19.1 All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate except that vacation shall not be used during the first six (6) months of regular employment except as otherwise provided in this Agreement.
- 19.2 Vacation benefits shall accrue in accordance with the following schedule: Upon completion of one (1) full year of employment with the Employer, an employee shall have earned six (6) paid days of vacation. Upon completion of the second (2nd) full year of employment, an employee shall have earned twelve (12) paid days of vacation. Upon completion of the fifth (5th) full year of employment, an employee shall have earned fifteen (15) paid days of vacation. Upon the completion of the eighth (8th) full year of employment, an employee shall have earned eighteen (18) paid days of vacation. Upon the completion of the twelfth (12th) full year of employment, the employee shall have earned twenty-four (24). Upon completion of the eighteenth (18th) full year of employment, the employee shall have earned twenty-six (26) days. Upon completion of the twenty-fifth (25th) full year of employment, the employee shall have earned twenty-eight (28) days.
- 19.3 Vacation requests submitted prior to April 1 of each calendar year shall be honored based on seniority. Requests submitted later than April 1 of each calendar year shall be honored on a first come first serve basis. Requests submitted after April 1 shall be acted upon within ten (10) calendar days from the date submitted.
- 19.4 Employees may carry over fifteen (15) vacation days into the following calendar year. The maximum vacation accumulation at any time shall be equal to the number of days carried over from the preceding year (up to 15 days), plus any days earned to date in the current year. Vacation days in excess of the fifteen (15) day carry over limit at calendar year end shall be paid out in cash during the last payroll period of the calendar year. An employee must request to use any vacation days in excess of the fifteen (15) days permitted prior to December 15th, or such excess days shall be paid out in cash at year end.

## ARTICLE 20 SICK LEAVE

- 20.1 Full-time employees shall earn paid sick leave at the rate of eight (8) hours per each month of employment. Unused sick leave shall be accumulated to one hundred and twenty-five (125) working days (1,000 working hours).
- 20.2 Earned sick leave may be used by an employee for the following reasons:
- A. Because of personal illness, injury or a temporary physical disability which prevents the employee from performing job duties and responsibilities. A physician's certification may be required for absences of three (3) days or more.
  - B. Because of an illness of or injury to the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, significant other or life partner living in the home; or for medical appointments in the employee's immediate family. Immediate family, for the purposes of this section, shall mean spouse, child, father, mother, sister, or brother of the employee.
  - C. Absence due to attendance at the funeral of one closely related to the employee shall be allowed up to three (3) days of paid bereavement leave. Additional days shall be allowed and charged to sick leave. Closely related shall be defined as one of the following: spouse, son, daughter, or their descendants, stepson, stepdaughter, parents, stepparents, grandparents, son-in-law, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Time off to attend the funeral for an uncle, aunt, nephew, niece, stepbrother or stepsister shall be allowed and charged to sick leave. Bona fide members of the same household as the employee, not within the degree of close relationship as defined, shall be regarded as closely related to the employee for the purpose of this subdivision.
  - D. Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave and accrued vacation. Such payment shall be made by the Employer to the employee only for the period of disability or until the employee's earned sick leave and accrued vacation is exhausted. The deduction for an employee's earned sick leave and accrued vacation shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.
- 20.3 Catastrophic Sick Bank. When an employee has accrued one hundred and twenty-five (125) days of sick leave, he/she shall accumulate additional time in a catastrophic sick leave bank at the rate of eight (8) hours for each month the employee maintains the maximum sick leave accrual. The catastrophic sick bank cannot exceed four hundred and eighty (480) hours. Sick leave in the catastrophic sick leave bank may be utilized for serious illness or injury only when the regular sick leave as provided in Section 20.1 has been exhausted.

## **ARTICLE 21 CHILDBEARING AND CHILD REARING**

A leave of absence without pay shall be granted to an employee for the purpose of childbearing and/or child rearing on the following conditions:

- A. An employee shall be entitled upon request to a leave of absence, not to exceed one year's duration, during the period of time between conception and one (1) year after the child's birth date, when the employee is unable to perform her duties for medical causes, as determined by the employee and her physician. The employee shall notify the Employer in writing of her inability to perform her duties at least thirty (30) calendar days prior to the date on which her leave is expected to begin. The employee shall include with such notice a physician's statement certifying the employee's inability to perform her duties.
  
- B. The employee shall notify the Employer of her ability to perform her duties at least thirty (30) calendar days prior to the date she intends to return to active employment from leave. At the end of the Thirty (30) day period, the employee shall be assigned the same position which she held at the time the leave commenced or, if such position is no longer in existence, to a substantially equivalent one. These re-employment rights shall be afforded to the employee for one (1) full year from the date of the commencement of the initial leave of absence.
  
- C. The provisions of paragraph 20.2 A shall apply to any member of the bargaining unit who has been granted leave for the birth of a child, or for child rearing.
  
- D. These benefits are in addition to any benefits available under the Family Medical Leave Act.

## **ARTICLE 22 FAMILY MEDICAL LEAVE ACT (FMLA).**

As referenced in the City Personnel Policy.

## **ARTICLE 23 INJURY ON DUTY**

In addition to the preceding Article, an officer injured in the line of duty, covered by Worker's Compensation laws of the State of Minnesota, and eligible for Worker's Compensation pay, shall be guaranteed his/her regular pay by the Employer for forty-five (45) work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Worker's Compensation check. This provision shall not go into effect until after the provision of Article 20, Section 20.2D has been exhausted.

## **ARTICLE 24 SEVERANCE PAY**

- 24.1 An employee wishing to leave service with the City in good standing shall notify his/her Department Head and shall file with the City Administrator, at least fourteen (14) days before leaving, a written resignation stating the effective date of the resignation, unless there are

circumstances beyond their control and mutually agreed upon between the Employee and Employer.

- 24.2 Any severance (vacation and compensatory) time due the Employee upon separation of City service, shall be deposited into the Employee's Post-Employment Health Care Savings Plan account. In the event of the employee's death, any severance shall be paid to the Employee's estate.
- 24.3 Employees with ten (10) years or more of service who resign will receive a cash payment equivalent to fifty percent (50%) of unused sick leave accumulated, not to exceed one hundred and twenty-five (125) days. Employees who retire will receive a cash payment equivalent to fifty percent (50%) of unused sick leave accumulated up to a maximum of one hundred and twenty-five (125) days and the remaining fifty percent (50%) to be utilized in the payment of group insurance premiums until the one hundred and twenty-five (125) day amount is exhausted. For purposes of this Article, retirement shall mean qualification for PERA benefits.

Any Cash payout owed to the Employee under Article 24.3 shall be deposited into the Employee's Post-Employment Health Care Savings Plan (HCSP) account. In the event of the employee's death, any Cash payout under this Article shall be paid to the Employee's estate.

## **ARTICLE 25 DEFERRED COMPENSATION**

All eligible full-time employees may voluntarily participate in and elect to contribute a portion of their earnings to a City Council approved deferred compensation plan, if available and offered by the Employer. In order to participate in a deferred compensation plan offered and approved by the Employer, an employee must affirmatively elect in writing to authorize the Employer to deduct from the employee's paycheck a portion of the employee's gross earnings and direct the same to an Employer offered and approved deferred compensation plan.

## **ARTICLE 26 POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN**

- 26.1 Effective January 1, 2020, the Employer will establish a Post-Employment Health Care Savings Plan (HCSP) account for each employee through the MN State Retirement System (MSRS).
- 26.2 Effective January 1, 2021, each Employee shall contribute 2.5% of their gross wages into their Post-Employment Health Care Savings Plan (HCSP) account. Each year, an Employee's hourly wage shall be multiplied by 2080 hours, then multiplied by 2.5%, then divided by 26 pay periods to determine the gross amount deposited into their Post-Employment Health Care Savings Plan (HCSP) account each pay period.

## **ARTICLE 27 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 27.1 This Agreement shall represent the complete Agreement between the Union and the Employer.
- 27.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete

understandings and agreements arrived at by the parties under the exercise of that right and opportunity are set forth in this Agreement.

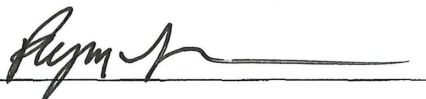
**ARTICLE 28 DURATION**

This Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until the 31st day of December 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the respective date and year written below.

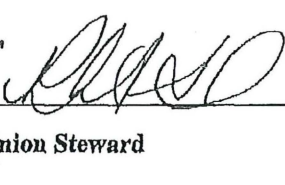
**CITY OF PARK RAPIDS**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL NO. 488**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Jim Roberts, Business Agent

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Union Steward

4.21.22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**APPENDIX A**

**BASE HOURLY WAGE SCHEDULE**

**JANUARY 1, 2022 - DECEMBER 31, 2022**

Sergeant	Start	6 Mos	1 Yr	18 Mos	2 Yrs	3 Yrs	4 Yrs	5 Yrs	8 Yrs	10 Yrs	15 Yrs	20 Yrs
2022	\$26.84	\$28.24	\$29.27	\$30.59	\$31.61	\$32.17	\$32.88	\$33.69	\$34.49	\$34.66	\$34.82	\$34.99

The 2022 wage is 3% higher than 2021 with market adjustments of .22 and 1.5%. They do not have longevity but a different pay scale so as to not have longevity for pay equity purpose.

K9 Officer shall receive four (4) hours of overtime at the employee's regular rate of pay per pay period.

Investigator Sergeant shall receive a differential of .25 (twenty-five cents) per hour.

An Employee shall be paid an additional two dollars (\$2.00) per hour for all hours spent instructing departmental training sessions.

City agrees to open the contract at the request of the Union if for a calendar year the Consumer Price Index exceeds a 6% annual rate of inflation.

Step increases are effective on an Employee's Anniversary Date.