

LABOR AGREEMENT
BETWEEN
CITY OF WEST ST. PAUL
AND LAW ENFORCEMENT LABOR SERVICES, INC.
[LOCAL NO.80]

EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of West St. Paul, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, 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.12 et al, for all police personnel in the following job classification: Police 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.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. [Local No. 80].
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of West St. Paul Police Department
- 3.5 EMPLOYER: The City of West St. Paul
- 3.6 CHIEF: The Police Chief of the West St. Paul Police Department
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., [Local No. 80]
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 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.

ARTICLE 4 EMPLOYER SECURITY

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 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 6 UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such 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 notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, duties, orders, or judgements 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 **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 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 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 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.

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 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.

7.5 ARBITRATORS’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 the 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.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above in 7.4, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER’s last answer. IF the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at 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 7 or a procedure such as: Civil Service, Veterans Preference, or

Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 7 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of West 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 9 SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department as a Sergeant. Seniority rosters will be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee shall be returned to their previous position at the sole discretion of the EMPLOYER. This does not preclude the City for firing for cause.
- 9.3 A reduction of workforce will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of their 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 Vacation periods to a maximum of two [2] weeks shall be selected on the basis of seniority until January 31 of each calendar year.
- 9.7 Employees shall bid for shifts based on seniority in the bargaining unit, beginning on or after January 1, through December 31 of the same year.

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 reprimands;
 - b) written reprimand;
 - c) suspension;
 - d) demotion, or
 - e) discharge.
- 10.2 Suspensions, demotions and discharges will be 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 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 this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.

ARTICLE 11 CONSTITUTIONAL PROTECTION

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

ARTICLE 12 WORK SCHEDULE

- 12.1 The normal work year is 2080, 2088 or 2096 hours, depending on the calendar year as determined by the number of Monday through Friday workdays, 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 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.
- 12.3 No advance notice or additional compensation is required when an employee's work schedule is changed due to an emergency. In non-emergencies, the EMPLOYER must provide reasonable notice of changes in work schedules or compensation.

This section, however, is subject to the limitations of Minnesota Statutes, Section 179A.07 Subd. 1.

- 12.4 In the Fall, officers having to work one extra hour due to Daylight Savings Time, would be compensated for one hour of overtime or comp time. In the Spring, officers having to work one hour less due to Daylight Savings Time, would work an extra hour to account for a full shift or use one hour of time off [vacation, holiday or comp time].

ARTICLE 13 SALARIES

		2022	2023	2024
Start	100%	\$48.87	\$50.34	\$51.85
After 4 years	103%	\$50.34	\$51.85	\$53.41
After 6 years	105%	\$51.31	\$52.85	\$54.44
After 8 years	107%	\$52.30	\$53.87	\$55.49
After 10 years	109%	\$53.27	\$54.87	\$56.52
After 15 years	111%	\$54.27	\$55.90	\$57.58

An Officer promoted to Police Sergeant from a subordinate rank in the West St. Paul Police Department will earn a salary based on the total years of service with the City of West St. Paul. [see above chart.]

Effective 1-1-2022: 3% wage increase to the base wage.
 Effective 1-1-2023: 3% wage increase to the base wage.
 Effective 1-1-2024 3% wage increase to the base wage.

- Market Adjustment. During the month of April, for each contract year, the City and Union will review comparable City wages to determine if the wages are in line with the market. The average will be calculated by using the contracts of the comparable cities that are settled as of the date of the evaluation [April 1]. If more than 75% of the comparable cities have settled contracts, the unsettled contracts will be discarded for purposes of this calculation. If below the market average, the rate will be brought up to the market average by multiplying the calculated percentage increase times 1.33. New pay rates will be effective on the 2nd full pay period in April, paid on the 1st payroll in May.
- For contract year 2023, the parties agree to a contract opener to discuss the market average. For contract year 2022 the goal is for wages to be equal to the market average. The parties agree that it may be in their mutual best interest to increase the target from market average over a period of year.

ARTICLE 14 OVERTIME

- 14.1 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. Change of shifts does not qualify an employee for overtime under this Article.
- 14.2 Overtime will be distributed as equally as practicable.
- 14.3 Overtime refused by employees will, for record purposes, under Article 14.2 be considered as unpaid overtime worked.

- 14.4 For the purpose of computing compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 14.5 Overtime will be calculated to the nearest fifteen [15] minutes.
- 14.6 Employees have the obligation to work overtime or call back if requested by the EMPLOYER unless unusual circumstances prevent the employee from working.

ARTICLE 15 COURT TIME

An employee who is required to appear in Court during his scheduled off-duty time, shall receive a minimum of two and one-half [2½] hours' pay at one and one-half [1½] times the employees' base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two and one-half [2½] hours minimum.

ARTICLE 16 CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of two [2] 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 duty does not qualify the employee for the two [2] hour minimum.

ARTICLE 17 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 18 COMPENSATORY TIME

When they qualify for overtime, Police Sergeants can voluntarily decide, on a case by case basis, whether they wish to receive the overtime as pay, or as compensatory time off, subject to the following limitations.

Compensatory time shall be allowed to accumulate to a maximum of sixty [60] straight time hours [40 hours at the time and one-half rate]. Once an employee has accumulated and maintains the maximum amount of allowable compensatory time, any additional overtime worked shall be paid at the appropriate overtime rate. If an employee uses a portion of the accumulated compensatory time, the employee may then re-accumulate to the maximum of sixty [60] hours [straight time rate]. Employees will use compensatory time in increments of no less than one hour or, maximum available balance, whichever is less.

Any compensatory time accumulated, but not used, on the last day of the first pay period ending in December of any given year, will be paid off at the appropriate rate with the payroll check for that pay period. Any overtime earned after the last day of the first pay period ending in December, through December 31, shall be paid as overtime per contract. Compensatory time off shall be subject to the same guidelines used for vacation and holiday time off.

ARTICLE 19 STANDBY PAY

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

ARTICLE 20 INSURANCE COVERAGES

Medical plan – the plan details are provided in the attached Addendum A that may be revised on an annual basis dependent upon medical insurance quotes received and accepted by the City.

The City will increase the employer contribution in years 2023 and 2024 up to 5% each year up to the total average premium increase. Any increase above 5% will be split 50/50 between the employer and employee.

VEBA/HSA – The City agrees to the following contributions for employees who choose medical coverage through the City's offered High Deductible Health plans.

The annual VEBA/HSA City lump sum contribution will be paid as follows:

- Individual coverage: \$400 paid out in lump sums twice/year
- Single+1 and Family coverage: \$650 paid out in lump sums twice/year.
- The lump sum contributions will be made the 1st week of January and the 2nd half in July.
- In addition to the lump sum amounts, The City will contribute \$100/month for individual coverage and \$200/month for Single+1 and Family coverages.

Flexible Benefit Plan – Employees will be able to participate in the Flexible Benefit Plan as offered by the City. Participants are subject to the specific provisions of the Plan.

Dental & Vision – Employees may choose to purchase dental or vision coverage through an Employer sponsored Voluntary Employee paid plan. The Employer reserves the right to discontinue vision coverage at the end of any calendar year.

Life Insurance – The Employer agrees to provide City-paid life insurance coverage for each Full-time employee in the amount of \$25,000.

Long-term Disability [LTD]– The Employer agrees to pay an amount equal to the amount of the premium for long-term disability insurance coverage to the employee and the employee agrees to have that amount automatically deducted through payroll to pay the LTD premium.

ARTICLE 21 UNIFORMS

Employees shall be paid a uniform allowance during January of each year. The maximum amount for 2022 is \$942.89. Thereafter, this amount will be increased each year on January 1 by the amount of the Minneapolis-St. Paul consumer price index of the Department of Labor, Bureau of Labor Statistics, for the previous June 30.

ARTICLE 22 BULLETPROOF VESTS

In implementing a bulletproof vest program, the City will abide by applicable sections of Minnesota Statute 299A.38. In purchasing replacement vests, officers are responsible for paying any costs that exceed what the City can recover through their current participation in bulletproof vest reimbursement programs.

ARTICLE 23 SEVERANCE PAY

Upon normal or disability retirement of a regular full-time or regular part-time employee, the City shall pay the employee for one-third [1/3] of their unused sick leave. If a regular full-time or regular part-time employee dies while a permanent employee of good standing with the City of West St. Paul, their beneficiary shall receive one-third [1/3] of the unused sick leave credited to the employee at the time of death. Any eligible severance will be paid into the Retiree Health Savings Plan for the participant unless the participant dies while still employed by the City.

For vacation payout, see Article 24, Retiree Health Savings Plan.

ARTICLE 24 RETIREE HEALTH SAVINGS PLAN [RHS]

Members of Local #80 shall be allowed to participate in the City-sponsored Retiree Health Savings Plan. Employees will be eligible to participate on the date they become covered by this agreement with no waiting period. Employees agree to contribute \$50.00 [fifty dollars] per pay period, through payroll deduction, into the RHS plan.

Upon separation of service with the City, any accrued, unused vacation will be paid into the RHS plan for the participant. Employees who pass away while employed are not eligible for this payment to the RHS plan.

ARTICLE 25 VACATION

	<u>Monthly Accrual</u>	<u>Total Annual Amount Credited</u>
Monthly Accrual during 1 st Year	6.67	80.04
Monthly Accrual during 2 nd Year	6.67	80.04
Monthly Accrual during 3 rd year	6.67	80.04
Monthly Accrual during 4 th Year	6.67	80.04
Monthly Accrual during 5 th Year	10.00	120.00
Monthly Accrual during 6 th Year	10.00	120.00
Monthly Accrual during 7 th Year	10.00	120.00
Monthly Accrual during 8 th Year	10.00	120.00
Monthly Accrual during 9 th Year	10.00	120.00
Monthly Accrual during 10 th Year	10.67	128.04
Monthly Accrual during 11 th Year	11.33	135.96
Monthly Accrual during 12 th Year	12.00	144.00
Monthly Accrual during 13 th Year	12.67	152.04
Monthly Accrual during 14 th Year	12.67	152.04
Monthly Accrual during 15 th Year	13.33	159.96
Monthly Accrual during 16 th Year	13.33	159.96

Monthly Accrual during 17 th Year	13.33	159.96
Monthly Accrual during 18 th Year	13.33	159.96
Monthly Accrual during 19 th Year	13.33	159.96
Monthly Accrual during 20 th Year	16.67	200.04

ARTICLE 26 SICK LEAVE

- 26.1 Sick leave will be granted in accordance with the most current West St. Paul personnel policy in effect upon execution of the contract.
- 26.2 Employees who have a sick leave balance of 768 or more hours at the beginning of a calendar year shall at the end of that year, have the City convert current year accrued, unused sick leave up to a maximum of 96 hours, on the basis on one [1] hour for every two [2] hours of unused sick leave, into a City-sponsored Retiree health Savings Plan [RHS].

ARTICLE 27 HOLIDAYS

The Employer shall grant 96 hours [12 days] paid holidays to the employee. Employees required to work on a holiday, as listed below, shall be paid time and one-half for all hours worked on the named holiday, with the exception of the floating holiday*.

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Employee choice* [not eligible for OT]

The Employer will designate Juneteenth as a holiday if the State of Minnesota makes Juneteenth a holiday with the closure of state offices including court administration. The Juneteenth holiday will only be a paid holiday if it falls Monday – Friday.

ARTICLE 28 INJURY IN LINE OF DUTY

Employees injured while on duty through no fault of the employee, shall be paid the difference between the employee’s regular rate of pay and any Workers’ Compensation benefits for a period not to exceed sixty [60] working days beginning with the sixth [6th] day of such injury. Such time shall not be charged against the employee’s sick leave, vacation or other accumulated benefits.

ARTICLE 29 FALSE ARREST INSURANCE

The Employer shall pay the premium for the False Arrest Insurance for employees while acting within the scope of their duties.

ARTICLE 30 INDEMNIFICATION COVERAGE

During the term of this contract, the City and LELS #80 hereby agree to open negotiations if the City makes any changes to the current Indemnification Policy, or if the Minnesota State Legislature passes legislation that changes the current state statues regarding indemnification of law enforcement or qualified immunity of law enforcement.

ARTICLE 31 WAIVER

- 31.1 Any and all prior agreements, resolution practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 31.2 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 from bargaining. All agreements and understanding 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 with the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 32 DURATION

This AGREEMENT shall be effective as of the first day of January 2022, and shall remain in full force and effect until the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 25th day of April, 2022.

FOR THE CITY OF WEST ST. PAUL

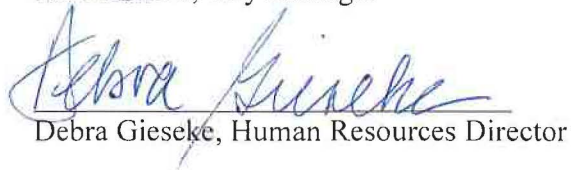
FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 80


Dave Napier, Mayor


Sean McKnight, Union Representative


Nate Burkett, City Manager


Phil Windschitl, Union Steward


Debra Gieseke, Human Resources Director

April 25, 2022
Date

Appendix A – 2022 Medical Costs

Medical Insurance - Healthpartners [Sourcewell]							
Option 1 - \$1400/\$2800 deductible							
	Monthly	Employee Cost	City's Contribution	Premium	City Contribution to HSA and/or VEBA - Both Options		
					Monthly	Annual	Total
	Employee	\$115.00	\$805.00	\$920.00	\$100.00	\$800.00	\$2,000.00
	Employee + 1	\$486.00	\$1,000.00	\$1,486.00	\$200.00	\$1,300.00	\$3,700.00
	Family	\$846.00	\$1,300.00	\$2,146.00	\$200.00	\$1,300.00	\$3,700.00
Option 3 - \$2800/\$5600 deductible							
		Employee Cost	City's Contribution	Premium	City Contribution to HSA and/or VEBA - Both Options		
					Monthly	Annual	Total
	Employee	\$33.00	\$805.00	\$838.00	\$100.00	\$800.00	\$2,000.00
	Employee + 1	\$358.00	\$1,000.00	\$1,358.00	\$200.00	\$1,300.00	\$3,700.00
	Family	\$653.00	\$1,300.00	\$1,953.00	\$200.00	\$1,300.00	\$3,700.00
Option 5 - \$3650/\$7300 deductible							
	Monthly	Employee Cost	City's Contribution	Premium	City Contribution to HSA and/or VEBA - Both Options		
					Monthly	Annual	Total
	Employee	\$0.00	\$796.00	\$796.00	\$100.00	\$800.00	\$2,000.00
	Employee + 1	\$292.00	\$1,000.00	\$1,292.00	\$200.00	\$1,300.00	\$3,700.00
	Family	\$556.00	\$1,300.00	\$1,856.00			
Option 7 - \$7,050/\$14,100 deductible							
		Employee Cost	City's Contribution	Premium	City Contribution to HSA and/or VEBA - Both Options		
					Monthly	Annual	Total
	Employee	\$0.00	\$675.00	\$675.00	\$100.00	\$800.00	\$2,000.00
	Employee + 1	\$102.00	\$1,000.00	\$1,102.00	\$200.00	\$1,300.00	\$3,700.00
	Family	\$272.00	\$1,300.00	\$1,572.00	\$200.00	\$1,300.00	\$3,700.00

Additional MOU'S

Memorandum of Understanding

This Memorandum of Understanding [MOU] is entered into on May 9, 2022 by and between the City of West St. Paul and Law Enforcement Labor Services, Local #80 relating to the Market Analysis concerning wages for the year 2022.

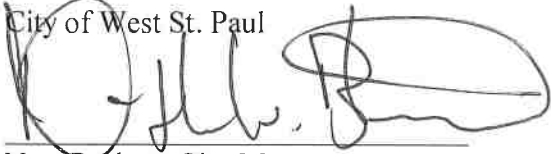
Contract language states: Market Adjustment. During the month of April, for each contract year, the City and Union will review comparable City wages to determine if the wages are in line with the market. The average will be calculated by using the contracts of the comparable cities that are settled as of the date of the evaluation [April 1]. If more than 75% of the comparable cities have settled contracts, the unsettled contracts will be discarded for purposes of this calculation. If below the market average, the rate will be brought up to the market average by multiplying the calculated percentage increase times 1.33. New pay rates will be effective on the 2nd full pay period in April, paid on the 1st payroll in May.


The parties agree to the following:

1. The market analysis was completed by both Law Enforcement Labor Services Inc., Local #80 [“Unions”] and the City of West St. Paul [“City”].
2. The cities used for this analysis were agreed to by both parties for use in this 2022 analysis. The Union and the City acknowledge that the cities may be revised by the parties for any future wage analysis.
3. The Market Analysis determined that the wages of the WSP Police Department local #80 were below average based on the list of cities utilized.
4. The calculated increase will be effective April 18, 2022.
5. Article 13 Salaries, located in the Labor Agreement between the City of West St. Paul and Law Enforcement Labor Services, Inc. [Local No 80] effective January 1, 2022 through December 31, 2024, is replaced with the attached named Article 13 Salaries Updated Sergeant rates for 2022.
6. This Memorandum of Understanding does not set any precedence in any current or future assignments or agreements between the City and Union.


This memorandum represents the complete and full agreement of the parties as it relates to this matter. The parties have executed this Memorandum of Understanding this 9th day of May 2021/2

City of West St. Paul


Nate Burkett, City Manager


Debra Gieseke, Human Resources Director

Law Enforcement Labor Services #80


Sean McKnight, Business Agent


Phil Windschitl, Union Representative

Article 13 Salaries

UPDATED Sergeant RATES FOR 2022; effective April 18, 2022

Sergeant	2022	Mkt Adjustment effective April 18, 2022
Start 100%	\$48.87	\$49.58
after 4 years 103%	\$50.34	\$51.07
after 6 years 105%	\$51.31	\$52.06
after 8 years 107%	\$52.30	\$53.05
after 10 years 109%	\$53.27	\$54.04
after 15 years 111%	\$54.27	\$55.03