

Labor Agreement

between

The City of Isanti, MN

-and-

Police Lieutenants  
Law Enforcement Labor Services, Inc.

Local# 416

January 1, 2023 - December 31, 2025

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Isanti, hereinafter called the Employer, and Local Number 416 of Law Enforcement Labor Services, Inc., hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENTS interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative under Minnesota Statutes for all licensed Essential Supervisory employees in the position of Lieutenant employed by the City of Isanti Police Department, Isanti, Minnesota who are public employees within in the meaning of Minn. Stat. 179A.03, subd.14 excluding confidential and all other 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., Local No.416.
- 3.2 EMPLOYER: The City of Isanti.
- 3.3 UNION MEMBERS: A member of Law Enforcement Labor Services, Inc., Local No. 416.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.5 DEPARTMENT: The City of Isanti Police Department.
- 3.6 CHIEF: The Chief of Police of the City of Isanti Police Department.
- 3.7 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.8 OVERTIME: Work performed in excess of an employee's scheduled shift.
- 3.9 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.
- 3.10 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, child, father, mother, spouse's mother, spouses' father, grandchild, sibling-in-law, sibling, grandparent, grandparent-in-law, step parent, step brother/sister, step child.
- 3.11 DAYS: Unless otherwise indicated, mean the City's regular business days.
- 3.12 EMERGENCY: A crisis situation or condition which reasonably may be expected to endanger life or property as defined by the Employer.
- 3.13 PROBATION PERIOD: Means one (1) calendar year from the employees' date of hire. The probationary period for promoted or reassigned employees will last for six (6) months from date of promotion or reassignment.
- 3.14 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two-week notice, providing the employee has not been discharged for misconduct.

**ARTICLE 4 - NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee on any basis prohibited by law.

**ARTICLE 5 - UNION RIGHTS**

In recognition of the Union as the Exclusive representative the Employer shall;

- 5.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and
- 5.2 Remit such deduction to the appropriate designated officer of the Union.

- 5.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice
- 5.4 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 5.6 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, orders, or judgments brought or issued against the Employer under the provisions of this article.

**ARTICLE 6 - EMPLOYER AUTHORITY**

- 6.1 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.
- 6.2 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 7 - SAVINGS CLAUSE**

This AGREEMENT is subject to the law. In the event that any provision of this AGREEMENT shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

**ARTICLE 8 - EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE**

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 8.2 Union Representative. The Employer will recognize representative designated by the Union as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of such Union representative.

8.3 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 the 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 the employee and the Union Representative have notified and received the approval of the designated supervisor.

8.4 Procedure. Grievances, as defined by section 9.2, 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 or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the Police Chief. At this step, the grievance may be presented either orally or in writing. The Police Chief will discuss and give an answer, in writing, to such Step 1 grievance within twenty-one (21) 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 was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Police Chief'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 grievance shall be in writing and presented by the Union to the City Administrator. The City Administrator will give the Union the Employer's Step 2 answer in writing within ten (10) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer'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.** A grievance not resolved in Step 2, by mutual consent, may be mediated using the services of the Bureau of Mediations Services. A petition for mediation by either party stops all timelines. A grievance not resolved in mediation, may be appealed to Step 4.

**Step 4.** A grievance unresolved in Step 2 or 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 and Minnesota Statutes section 626.892, as amended.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services a list of qualified arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

## 8.5 Arbitrator's Authority

8.5.1 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 issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

8.5.2 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 by 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.

8.5.3 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 record to be made, providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

8.6 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 Employers 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 agreement of the Employer and the Union.

## **ARTICLE 9 - DISCIPLINE**

- 9.1 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
  - D. Demotion, or
  - E. Discharge
- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspensions, notices of demotion and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Such documents more than twenty-four (24) months old may not be used for promotional evaluation or disciplinary action and shall be removed unless the original signed letter of discipline indicates otherwise.
- 9.4 Employees may examine their own individual personnel files at reasonable time under the direct supervision of the Employer.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given adequate opportunity to have a Union representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the Union at Step 2 of the grievance procedure under Article 8 of this Agreement.

## **ARTICLE 10 - JOB SAFETY TRAINING**

- 10.1 The Employer agrees to provide employees with body armor as required by law.
- 10.2 The Employer will pay the cost of maintaining POST licensure.
- 10.3 The time an employee spends attending training, approved by the Chief and the City Administrator, and shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

## **ARTICLE 11 - HOURS OF WORK**

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



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

11.2 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.

11.3 Scheduled shifts shall be bid by seniority prior to November 15<sup>th</sup> of each year.

## **ARTICLE 12 - OVERTIME PAY**

12.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.

12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

12.3 In lieu of monetary compensation, an employee may choose to receive compensatory time at the rate of time and one-half (1 ½) to a maximum accumulation of eighty (80) hours.

12.4 Credit for overtime hours worked (pay and/or compensatory time off) shall only be given upon receipt of supervisor approved documentation as to the purpose and need for the overtime and must be approved by the City Administrator.

12.5 Overtime shall be paid to nearest 1/4 hour. Officers shall report their start time at the time scheduled and any time worked over their shift as authorized by the Chief.

## **ARTICLE 13 - COURT TIME**

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) time the employee's base pay rate or for time worked, whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum. Overtime for court appearances shall be paid at the 1 ½ times current rate of pay.

Court Standby: An off-duty employee who must remain available for a court hearing, and is required to call for verification that an appearance is necessary. An employee shall be compensated at the rate of \$20.00 per day of standby only if no appearance is required. Compensation shall be paid for standby only on Tuesday, Wednesday, Thursday, and Friday. An employee may not receive standby pay and the court time minimum on the same day.

## **ARTICLE 14 - CALL BACK TIME**

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) time the employee's base pay rate or for time worked, whichever is greater. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

Call back time shall not include phone calls, must include employee reporting to work at the office or the scene of an incident.

## **ARTICLE 15 - SENIORITY**

- 15.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority rosters may be maintained by the Employer on the basis of time in grade and time within specific classifications. Full time employees shall always have seniority over part time employees. Seniority within the part time personnel shall not be transferable to a full-time position.
- 15.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer.
- 15.3 Lay-offs: Lay-offs are defined as separation from service by the Employer not related to discipline. Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for one year after layoff. No employees will be hired in any jobs classifications in which employees are laid off who have recall rights.
- 15.4 Vacancies: Job vacancies within the bargaining unit will be posted by the Employer in the department in a conspicuous place, for a period of ten (10) working days. An employee must apply for the position within the ten (10) working days posting time. An employee assigned to the posted job will be on probation for six (6) months, during which time the employee may be returned to their former position upon the request of the employee, without loss of seniority.

## **ARTICLE 16 - COMPENSATION**

- 16.1 Rates of Pay: Employees covered by this AGREEMENT shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this AGREEMENT.
- 16.2 Meals: Employees will be reimbursed for meals according to current policy.
- 16.3 The City shall pay the following lump sum payments to employees possessing a

valid Post License and current Firearms Qualifications on December 31 of the preceding year. Payment shall be made in January of each contract year.

|                         |          |
|-------------------------|----------|
| Post License            | \$325.00 |
| Firearms Qualifications | \$300.00 |

16.4 Longevity: Longevity pay is based upon full length of service as a full-time officer/lieutenant in the City of Isanti from date of hire. Members will receive longevity in accordance with the following schedule:

10 Years of Service - Two Percent (2%) above base wage rate  
15 Years of Service - Four Percent (4%) above base wage rate  
20 Years of Service - Six Percent (6%) above base wage rate

Longevity rates are applied to the base wage rate for full time employees for that year of tenure. The employee's anniversary date shall be the date used for the purpose of longevity increment movement.

## ARTICLE 17 - VACATION

17.1 Vacation will accrue at the following rates:

| <u>Years of Service</u> | <u>Annual Accrual</u> |
|-------------------------|-----------------------|
| First (1) year          | 6 days (48 hrs.)      |
| Second (2) year         | 12 days (96 hours.)   |
| Sixth (6) year          | 18 days (144 hrs.)    |
| Tenth (10) year         | 24 days (192 hrs.)    |
| Fifteenth (15) year     | 27 days (216 hrs.)    |

17.2 When an employee terminates employment with the City in good standing, the employee shall receive the value of 100% of vacation time earned but unused as severance pay. Employees may carry accrued vacation leave up to a maximum of 480 hours.

17.3 Seniority shall apply on vacation scheduling up to March 1<sup>st</sup> of each year. After March 1st, vacation scheduling shall be on a first come, first serve basis.

17.4 Vacation Donation Option: An employee may voluntarily donate their accumulated vacation hours (up to a max of 2 days / or 24 hours) to other employees whose accumulated leave balances are exhausted and who would otherwise be subject to a loss of income during a continued absence from work due to illness or injury. Donations will not be paid until all types of paid leave are exhausted by the recipient. The donated time will be paid to the recipient at the recipient's regular rate of pay on an hour per hour basis, and there will be no consideration for differences in wage rates applied to the transfer.

## **ARTICLE 18 - LEAVES OF ABSENCE**

- 18.1 Military Leave. Any military leave of absence shall be handled as provided by law.
- 18.2 Negotiating Committee. An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are held during the employee's on-duty hours. The employee shall not be eligible for overtime or straight time if meetings are held during the employee's off-duty hours.
- 18.3 Jury Duty. Employees required to serve on jury duty will be compensated by the Employer for the difference between the employee's regular rate of pay and the amount paid for jury duty.
- 18.4 Parenting Leave. Unpaid parenting leave is available to employees pursuant to law.

## **ARTICLE 19 - SICK LEAVE**

- 19.1 All full-time employees shall be credited with 8 hours of sick leave for each month of service, with a maximum accumulation of 480 hours.
- 19.2 Employees may use their accrued sick leave for an illness or injury of the employee, employee's immediate family, and or to attend the funeral of a fellow employee. "Immediate family" will be defined by, and limited by, Minnesota Statutes Section 181.9413.
- 19.3 Upon termination of an employee in good standing and with five years consecutive employment, the employee shall be reimbursed one-half pay for sick days not used to a maximum of four hundred eighty (480) accumulated hours at the employee's current rate of pay; and the employee shall be reimbursed for any unused sick leave for hours accrued in the termination year at the rate of one-half (1/2) of the employee's daily salary based on a maximum of accrual of ninety-six (96) hours.
- 19.4 An employee who is drawing worker's compensation shall be allowed to use accumulated sick, vacation, or compensatory leave as necessary to insure a full monthly paycheck, providing that employee shows documentation to the Employer.
- 19.5 The Employer may require an employee to submit a medical certificate verifying that the employee may return to work.
- 19.6 At the employee's option, the employee may sell back to the Employer unused sick leave in excess of 480 Hours up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of 480 Hours may be

sold back under this provision up to six (6) days in any one year.

## **ARTICLE 20 - FUNERAL LEAVE**

- 20.1 Funeral Leave is defined as paid leave not charged to an employee's sick leave or vacation leave, given in the event of a death in the employee's immediate family. (See Article 3.10)
- 20.2 Funeral leave in an amount equal to three eight-hour work days or 24 work hours shall be granted to each employee in the event of a death in the Employees immediate family. Requests for funeral leave will not be denied if the Employer's needs can be accommodated during the proposed absence.
- 20.3 Additional days. Additional leave time may be taken only with the permission of the City Administrator. These additional days will be charged against accumulated sick leave or vacation leave at the employee's discretion.

## **ARTICLE 21 - INSURANCE**

- 21.1 Health Insurance. The Employer will provide a health and medical care insurance program to all employees. The Employer will pay 100% of the premium for single coverage health insurance. Employees choosing dependent care health coverage will be required to pay according to current City policy applicable to all City employees. Essentially, Employee contributions toward the premium costs of dependent coverage will increase or decrease by the same percentages as the City's overall policy cost increase or decrease for the health care coverage for the duration of this Agreement.
  - 21.1.a For the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the coverage provided under the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the Employer will offer Employees the choice of coverage pursuant to the PEIP Advantage Health Plan and the PEIP HSA Compatible Plan.
  - 21.1.b For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. The amount will be pro-rated if less than a full year is worked. This provision shall sunset effective December 31, 2025.
  - 21.1.c For the duration of the 2023-2025 collective bargaining agreement only, the City will continue to offer a \$443.75 per month taxable Opt- Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of certification for proof of coverage pursuant to City policy. This provision shall sunset effective December 31, 2025.
- 21.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for,

life insurance in the amount of \$25,000.00 for each full-time employee.

21.3 Effective Date. The health and medical and term life insurance shall be in effect the first day of the first full month of employment.

21.4 Dental Insurance. The Employer shall make dental insurance coverage available to employee and employee's dependents. The Employer will pay 100% of the premium for single coverage and 100% of the premium for dependent care coverage.

## **ARTICLE 22 - HOLIDAYS**

22.1 Recognized Holidays. Holidays include the following:

- New Year's Day
- Presidents Day
- Columbus Day
- Independence Day
- Veteran's Day
- ½ day Christmas Eve
- Christmas Day
- Martin Luther King
- Day Memorial Day
- Labor Day
- Thanksgiving Day
- Floating Holiday

22.2 During the month of December Employees will be paid a lump sum check at the employees' regular rate of pay for the above holidays or receive days off in lieu of payment. Days off must be scheduled with the employee's supervisor. Employees terminating employment during the calendar year will receive a pro-rated payment. In the event of a resignation occurring after payment of the lump sum check but before the occurrence of holidays set forth in this Article, the Employer is authorized to deduct any amounts paid for holidays occurring after the effective date of said resignation from the wages of a resigning Employee.

22.3 Employees who work on a recognized holiday shall be paid at one and one-half (1 ½) times their regular straight time rate for all hours worked, up to 12 hours pay depending on the length of the employee's normally scheduled work day, in addition to holiday pay as provided in Article 24.2. Holidays excluded from pay at the one and one-half (1 ½) times the regular straight time rate are the Floating Holiday and ½ Day for Christmas Eve which shall be paid at the regular straight time rate for all hours worked.

22.4 An employee utilizing the Floating Holiday will be allowed up to (12) hours pay, depending on the length of the employee's normally scheduled work day.

## **ARTICLE 23 - UNIFORMS**

- 23.1 The Employer shall provide the initial uniform issue, as listed in Appendix B, for each permanent full-time employee.
- 23.2 Each employee shall receive a uniform allowance of \$100.00 per month.
- 23.3 The Employer shall cover all costs of eyeglasses or other eyewear damaged or destroyed in the line of duty, except in those instances where the damage is loss or caused by the personal neglect of the employee.
- 23.4 The Employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where the damage or loss is caused by the personal neglect of the employee.
- 23.5 Employees terminating from the Police Department, with less than three (3) years of service, for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance. Regardless of the years of service, an employee terminating from the Police Department must return their body armor and other uniform accessories if originally paid for by the employer, and must return all uniform insignia and department "patches".
- 23.6 The Employer shall provide an annual stipend of \$100 for the maintenance and replacement of the Officer's service firearm to each permanent full-time employee employed by the Departments as of December 31 of the preceding year. The payment shall be made in January of each contract year.

## **ARTICLE 24 - OUTSIDE EMPLOYMENT**

Employees must receive prior written approval from the Chief and City Administrator before accepting outside employment.

## **ARTICLE 25 - WAIVER**

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands 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. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT, although such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.

**ARTICLE 26 - DURATION**

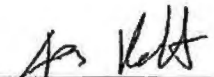
This AGREEMENT shall be in effect from January 1, 2023 until December 31, 2025, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

**THE CITY OF ISANTI**

**LAW ENFORCEMENT LABOR SERVICES, INC.**


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Business Agent

9-1-2022  
\_\_\_\_\_  
Date

08/15/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Steward

9/6/2022  
\_\_\_\_\_  
Date

8-22-2022  
\_\_\_\_\_  
Date



**APPENDIX A WAGE SCHEDULE**

**LIEUTENANT HOURLY WAGES**

|          | 2023<br>(4% over new salary scale) | 2024<br>(3.75% over 2023) | 2025<br>(3.5% over 2024) |
|----------|------------------------------------|---------------------------|--------------------------|
| Starting | \$45.4685                          | \$47.1736                 | \$48.8246                |
| Step 1   | \$46.8366                          | \$48.5930                 | \$50.2937                |
| Step 2   | \$47.7413                          | \$49.5316                 | \$51.2652                |

## APPENDIX B INITIAL UNIFORM ISSUE

- 3- Summer Shirts
- 3- Winter Pants
- 3- Uniform Pants
- 2- Name Tags
- 3 - Badges (2 breast/1 hat) collar Brass
- 3 - Ties
- 1 - Winter Jacket
- 1 - Winter Hat
- 1 - Summer Hat
- 1 - Pair Gloves
- 1 - Pair Boots
- 1 - Belt for Pants
- 1 - Duty Belt
- 1 - Holster for Side Arm
- 1 - Cuff Case
- 1 - Key Holder
- 1 - Ammo Pouch
- 1 - Flashlight Holder
- 1 - Mace
- 1 - Mace Holder
- 1 - Radio Holder
- 1 - Handcuffs
- 1 - ASP Baton
- 1 - ASP Holder

In the event that Class A dress uniforms are required by the employer, they will be included in the Initial Uniform Issue.

# **Additional MOU'S**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF ISANTI  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #416**

This Memorandum of Understanding (MOU) is entered into by and between the City of Isanti, Minnesota (“City”), Law Enforcement Labor Services, Inc., Local #416 (“Union”), and John McCarty (“Employee”). The City, the Union, and Employee are collectively referred to as the parties.

**WHEREAS**, Employee is employed by the City as a Lieutenant with the Police Department; and

**WHEREAS**, the Union is the exclusive representative of all licensed essential supervisory employees in the position of Lieutenant employed by the City; and

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement effective January 1, 2023 through December 31, 2025 (CBA), which governs the terms and conditions of employment for City employees within the bargaining unit represented by the Union, including Employee; and

**WHEREAS**, the parties desire to enter into this Memorandum of Understanding for the purpose of recognizing Employee’s experience as a law enforcement officer and the benefits that an experienced supervisory employee brings to the City.

**NOW THEREFORE**, the parties agree as follows:

1. **Longevity.** The City shall recognize Employee’s years of full-time outside experience as a licensed peace officer in Minnesota prior to Employee’s full-time employment with the City at a rate of 75% (1-year prior full-time experience = 0.75 years) for purposes of determining eligibility for longevity pay pursuant to Article 16.4 of the CBA.
2. **Duration.** This MOU shall remain in effect until Employee is no longer employed by the City as a full-time Lieutenant.
3. **Not Precedent Setting.** The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.
4. **Mutual Drafting.** This MOU is the result of negotiations between the parties and, accordingly, shall not be construed for or against any party, regardless of which party drafted the MOU or any portion thereof. The MOU shall for all purposes be deemed to have been mutually drafted.

5. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to the matters set forth herein. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOU will be valid unless they are in writing and signed by the parties.


IN WITNESS WHEREOF, the parties have entered into this MOU on the dates shown below.

**By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.**

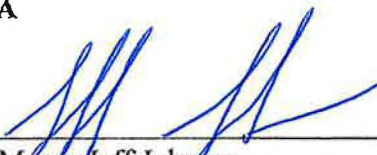
**EMPLOYEE**

Dated: 8-22, 2022 By:   
John McCarty

**UNION**

Dated: 8/15/, 2022 By:   
Its: LELS Business Agent

**CITY OF ISANTI, MINNESOTA**

Dated: 9-1-, 2022 By:   
Mayor Jeff Johnson

Dated: 9/6, 2022 By:   
City Administrator Josi Wood