

LABOR AGREEMENT

BETWEEN



Lakes Area Police Department

AND



**Law Enforcement
Labor Services, Inc.**

REPRESENTING:
**Lakes Area Patrol Officers
LOCAL #373**

January 1, 2023 – December 31, 2025

INDEX

Number		Page
Article I	PURPOSE OF AGREEMENT	1
Article II	RECOGNITION	1
Article III	DEFINITIONS	1
Article IV	EMPLOYER SECURITY	2
Article V	EMPLOYER AUTHORITY	2
Article VI	UNION SECURITY	2
Article VII	EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	3
Article VIII	SAVINGS CLAUSE	5
Article IX	SENIORITY	5
Article X	DISCIPLINE	6
Article XI	CONSTITUTIONAL PROTECTION	7
Article XII	OVERTIME	7
Article XIII	COURT TIME	7
Article XIV	CALL BACK TIME	7
Article XV	WORKING OUT OF CLASSIFICATION	8
Article XVI	SICK LEAVE	8
Article XVII	VACATIONS	8
Article XVIII	HOLIDAYS	9
Article XIX	HEALTH AND WELFARE	9
Article XX	FUNERAL LEAVE	9
Article XXI	INJURY ON DUTY	10
Article XXII	FALSE ARREST INSURANCE	10
Article XXIII	CLOTHING ALLOWANCE	10
Article XXIV	WAGES	10
Article XXV	SPECIAL CONDITIONS	11
Article XXVI	DURATION	11

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021 between the Lakes Area Police Department, hereinafter called the Employer and Law Enforcement Labor Services, Local No. 373, hereinafter called the Union. It is the intent and purpose of this agreement to:

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

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality police service and protection to the residents of the City of Chisago cities of Lindstrom and Chisago City. Both parties recognize this agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14, for all Public Employees as per BMS Case 12PRE0944:

All essential employees of the Lakes Area Police Commission, Lindstrom/Chisago City, Minnesota, who are 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 III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Local No. 373.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Local No. 373.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Lakes Area Police Department.
- 3.5 EMPLOYER: Lakes Area Police Department.
- 3.6 CHIEF: The Chief of the Lakes Area Police Department.

- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Local No. 373.
- 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 hour work period including two rest breaks and a lunch break.
- 3.10 REST BREAKS: Two periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 PROBATIONARY PERIOD: As provided by Minnesota State Statute, not to exceed fifteen (15) months after date of employment.

ARTICLE IV. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it 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 V. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by the Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer, to modify, establish or eliminate.

ARTICLE VI. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues, or a "fair share" deduction, as provided in Minnesota State Statutes 179.65, subdivision 2; if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.

- 6.2 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of Steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific term and conditions of this Agreement.
- 7.2 Union Representative. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and 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 violations 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 I grievance within ten (10) calendar days after receipt. A grievance not resolved in Step I 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 the (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, as amended. 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 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 decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation of 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 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record.

If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered 'waived'. If a grievance is not appealed to the next step within the specified time limit or any agreed extension 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 take 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 Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal 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 VII.

ARTICLE VIII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the Employer. 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 provisions may be renegotiated at the written request of either party.

ARTICLE IX. SENIORITY

- 9.1 Seniority shall be based on an employee's full-time length of service with the Lakes Area Police Department, Chisago City Police Department and Lindstrom Police Department, regardless of classification. An employee's continuous service record will be broken only by separation, termination, retirement or death. When two or more employees have the same seniority date, their position on the seniority list will be determined by lot. Seniority rosters shall be maintained by the Chief.
- 9.2 During the probationary period, a newly hired or re-hired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or re-assigned employee may be replaced in his previous position at the sole discretion of the Employer.

- 9.3 Senior qualified employees shall have first preference on the job, based upon job relevant qualifications.
- 9.4 A reduction of work force will be accomplished on the inverse basis of seniority. Employees shall be recalled on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline shall be in one or more of the following forms:
- a. Oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.

A record of oral reprimand may be maintained as supervisor notes for a period of one (1) year or an evaluation period whichever is less. If the supervisor deems it prudent, the oral reprimand may be referred to in the evaluation.

- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) days suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated any the Union in Step 3 of the grievance procedure under Article VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

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

ARTICLE XII. OVERTIME

- 12.1 Overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked over 171 in 28 day work period. All use of sick leave hours, vacation leave hours are to be considered hours worked in computing overtime. Employees have the option to choose to receive compensatory time, in lieu of overtime pay, at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay for all hours over 171 and hour per hour compensatory time off or pay for hours over regularly scheduled shift but less than 171.
- 12.2 Overtime will be distributed as equally as practical.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.5 Employees who start their shift on any of the listed holidays in Article 18.1 shall receive one and one-half (1-1/2) times their regular pay in either pay or compensatory time for all hours of their shift worked from 12:01 a.m. to 11:59 p.m.
- 12.6 The employee shall have the option of compensatory time or pay for compensation under Article 18.1 and 12.5. Employees may not carry more than fifty (50) hours compensatory time from one month to the next.

ARTICLE XIII. COURT TIME

An employee who is required to appear in Court during his/her scheduled off duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employees for the three (3) hour minimum.

ARTICLE XIV. CALL BACK TIME

- 14.1 An employee who is called to a Department Meeting during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 14.2 An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for three (3) hour minimum. If the call back work assignment and the employee's regular work shift overlap, the employee shall be paid the call back rate

of time and one-half (1-1/2) until his/her regular shift begins and regular shift pay shall continue until the employee's normal quitting time.

ARTICLE XV. WORKING OUT OF CLASSIFICATION

Employees expressly assigned by the Employer to assume the full responsibilities and authority of a higher union member job classification who work 30 days in this position, shall receive the salary schedule of the higher classification.

ARTICLE XVI. SICK LEAVE

- 16.1 Employees shall accumulate sick leave at the rate of eight (8) hours per month. The maximum accumulation shall be five hundred (500) hours. In the event an Employee leaves employment before completing five (5) years of employment the Employer will not pay for any accumulated sick leave.
- 16.2 Sick leave accumulated beyond 500 hours will be paid at fifty percent (50%) at the end of the year.
- 16.3 Severance - 50% of total accumulated sick leave.

ARTICLE XVII. VACATIONS

- 17.1 Employees shall earn vacation leave at the following rate:

<u>Years of Service</u>	<u>Vacation Leave</u>
Start through 4 years	80 hours/year
After 5 years through 8 years	120 hours/year
After 9 years through 15 years	128 hours/year
After 16 years	136 hours/year
After 17 years	144 hours/year
After 18 years	152 hours/year
After 19 years	160 hours/year

- 17.2 Maximum carry over rate shall be 120 hours.
- 17.3 The rate of vacation pay over the accumulated 120 hours will be the employee's regular rate of pay in effect on the date immediately preceding the employee's vacation period.

ARTICLE XVIII. HOLIDAYS

- 18.1 Each employee shall receive the following paid holidays:

New Year's Day	-	January 1
Martin Luther King Day	-	Third Monday in January
Presidents Day	-	Third Monday in February
Memorial Day	-	Last Monday in May
Juneteenth	-	June 19 (Upon State of MN recognition)
Independence Day	-	July 4
Labor Day	-	First Monday in September
Veterans Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Thanksgiving Friday	-	Day after Thanksgiving
Afternoon of Christmas Eve		
Day (1/2 day)	-	December 24
Christmas Day	-	December 25
1 Floating Holiday at employee's choice with approval		

18.2 Holiday pay shall be made on or before November 15, of each year.

ARTICLE XIX. HEALTH AND WELFARE

19.1 The Employer will pay 100% of the single coverage for employees selecting single coverage.

19.2 For Employees selecting family coverage, the Employer will pay 70% of the total family coverage and the Employee will pay 30% of the total family coverage.

19.3 The Employer will also provide a \$15,000 Term Life Insurance Plan for all Employees.

19.4 The Department will administer Dependent Care and Medical Reimbursement Accounts under IRS Code 125.

19.5 The Department will provide single coverage Dental Insurance.

19.6 If the Employer makes HSA mandatory then Employer will provide six (6) months of Health Savings Account up front.

19.7 The Employer will provide at no cost to the Employee long-term disability benefits. The benefit provided by the Employer will be the same benefit provided by the Department to its non-union employees. Any changes to the policy and/or the benefit will be negotiated.

19.8 The employer will contribute an additional \$20 per 28 day pay period to the current health/wellness insurance program when the employee certifies usage by the completion of a minimum of three one-hour sessions per week (720 minutes) averaged over a 28 days' work period.

ARTICLE XX. FUNERAL LEAVE

At the discretion of the Employer, a maximum of up to three (3) consecutive working days off, with pay, will be allowed, following the death of a spouse, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister, grandmother or grandfather.

ARTICLE XXI. INJURY ON DUTY

- 21.1 An employee injured on duty shall receive his/her net salary, less any Worker's Compensation and disability insurance benefits for not more than one hundred twenty (120) working days without loss in accrued leave time.
- 21.2 An employee injured must report the amount received from Worker's Compensation to the Employer before the payment will be made. The Employer will pay the difference between the Worker's Compensation and disability insurance and the employee's net salary for a period of up to one hundred twenty working days.
- 21.3 The above payments shall be paid only if and so long as Worker's Compensation is paid.

ARTICLE XXII. FALSE ARREST INSURANCE

The Employer shall purchase false arrest insurance for each employee.

ARTICLE XXIII. CLOTHING ALLOWANCE

- 23.1 The Employer agrees to provide each new employee with all required uniforms and equipment. After one (1) year of service, each full-time employee will receive Eight Hundred Dollars (\$800.00) per year as a clothing allowance. The allowance will be used for purchasing equipment and two uniform styles (i.e., regular dress blue uniforms and soft public relations uniform). The allowance also includes clothing damaged in the line of duty. The first \$350.00 may be spent without authorization through approved vendors, clothing must be from approved clothing list; receipts will be provided by employee. The second \$450.00 will need preauthorization by the Chief prior to employee purchase.

If an Employee resigns with less than one (1) year of service, the Employee will reimburse the Employer for the full cost of the initial uniform and all equipment will be returned to the Employer.

ARTICLE XXIV. WAGES

- 24.1 FTO Pay: \$1.50 an hour in addition to regular rate of pay while training

24.2 Police Officer Wage Schedule

	1/1/2023 (3%)	7/1/2023 (2%)	1/1/2024 (3%)	7/1/2024 (2%)	1/1/2025 (3%)	7/1/2025 (2%)
Start	\$30.40	31.01	31.94	32.58	33.56	34.57
6 months	\$31.33	\$31.96	\$32.92	\$33.58	\$34.59	\$35.28
1 year	\$32.30	\$32.95	\$33.94	\$34.62	\$35.66	\$36.37
2 years	\$33.30	\$33.97	\$34.99	\$35.69	\$36.76	\$37.50
3 years	\$34.33	\$35.02	\$36.07	\$36.79	\$37.89	\$38.65
4 years	\$35.39	\$36.10	\$37.18	\$37.92	\$39.06	\$39.84
5 years	\$36.49	\$37.22	\$38.34	\$39.11	\$40.28	\$41.09
6 years	\$37.62	\$38.37	\$39.52	\$40.31	\$41.52	\$42.35
*7 years	\$38.56	\$39.33	\$40.51	\$41.32	\$42.56	\$43.41

Night Differential:

2023 \$1.25 per hour for the hours worked between 10:00pm and 6:00am.

2024 \$1.50 per hour for the hours worked between 10:00pm and 6:00am

2025 \$1.75 per hour for the hours worked between 10:00pm and 6:00am

24.3 Sergeant Wage Schedule

	1/1/2023 3%	7/1/2023 (2%)	1/1/2024 (3%)	7/1/2024 (2%)	1/1/2025 (3%)	7/1/2025 (2%)
Start	\$41.45	\$42.28	\$43.55	\$44.42	\$45.75	\$46.67
6 months	\$42.20	\$43.04	\$44.33	\$45.22	\$46.58	\$47.51
1 year	\$43.38	\$44.25	\$45.58	\$46.49	\$47.88	\$48.84
2 years	\$44.63	\$45.52	\$46.89	\$47.83	\$49.26	\$50.25

24.4 Investigator: \$400.00 per month in addition to regular wages.

24.5 School Liaison: \$200.00 per month in addition to regular wages.

24.6 DARE Coordinator: \$250.00 per month in addition to regular wages

24.7 Unilateral Salary Range Increase Option

The parties agree that the Employer may unilaterally increase the salary range applicable to the bargaining unit during any year of the collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the Employer's review of the applicable external market for the classification.

ARTICLE XXV. SPECIAL CONDITIONS

Any benefits outline in this contract shall not apply to part-time employees.

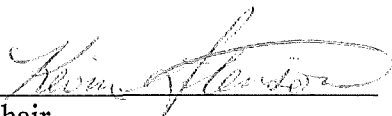
ARTICLE XXVI. DURATION


This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until the 31st day of December 2025.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ___ day of _____, 2022.

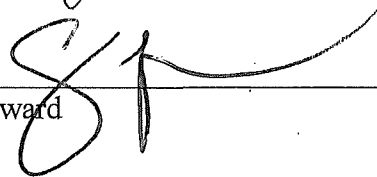
**LAKES AREA POLICE
COMMISSION**

**LAW ENFORCEMENT LABOR
SERVICES**


Chair


LELS - Business Agent


Vice Chair


Steward