

**LABOR AGREEMENT**  
**BETWEEN**  
**CITY OF BLAINE**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**LOCAL NO. 340**  
**POLICE SERGEANTS**

**JANUARY 1, 2017– DECEMBER 31, 2019**

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MASTER LABOR AGREEMENT

BETWEEN

CITY OF BLAINE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL NO. 340

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2017 between the CITY OF BLAINE, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 340, 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.03, subd. 8, for all police personnel in the following job classifications:

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: The Law Enforcement Labor Services, Inc., Local No. 340.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., Local No. 340.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Blaine Police Department.
- 3.5 EMPLOYER: The City of Blaine.
- 3.6 CHIEF: The Chief of the Blaine Police Department.

- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., Local No. 340.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Employees working a 12 hour schedule shall have 90 minutes of break time, which includes a 60 minute lunch break.
- 3.10 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, 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 that the UNION will not cause, encourage, participate in, or support any strike, slowdown, 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 a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice 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 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 Step 2 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 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, 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 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, Veteran's 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.

#### ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Blaine. 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 and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific 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 may be replaced in their previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of work force will be accomplished on the basis of job classification seniority.

Employees shall be recalled from lay-off on the basis of their seniority. An employee on lay-off shall have an opportunity to return to work within two years of the time of the employee's lay-off 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 twelve (12) months of continuous full-time employment.
- 9.6 All vacation/holiday leave requests shall be selected on the basis of seniority between November 1 and December 15 for the next calendar year. Requests after January 1 of each year will be granted on a first-come first-served basis with seniority given preference in the event that two requests are submitted at the same time.

#### ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 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) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the UNION IN Step 3 of the grievance procedure under ARTICLE VII.

#### ARTICLE 11 - CONSTITUTIONAL PROTECTION

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

#### ARTICLE 12 - WORK SCHEDULES

- 12.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training; and
  - d) authorized leave time.



12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

#### ARTICLE 13 - INSURANCE

The EMPLOYER agrees to contribute One Thousand One Hundred Forty Dollars (\$1,140.00) per month per employee for the purchase of required and/or optional benefits of the cafeteria plan for 2017, One Thousand One Hundred Ninety Dollars (\$1,190.00) per month for 2018 and One Thousand Two Hundred Forty Dollars (\$1,240.00) per month for 2019.

#### ARTICLE 14 - WAGE RATES

14.1	2017 (2.5%)	2018 (2.75%)	2019 (3.0%)
Start	\$8,065	\$8,286	\$8,535
After 12 months of continuous service	\$8,268	\$8,495	\$8,750

#### 14.2 OVERTIME PAY

Employees will be paid at the rate of one and one-half (1 1/2) times the employee's base pay rate for all overtime hours worked.

#### 14.3 DIRECTED ENFORCEMENT SERGEANT

An employee assigned by the EMPLOYER to the job duties of Directed Operations Group (DOG) Sergeant will receive two hundred dollars (\$200) per month through December 31, 2014. The Detective Sergeant will receive two hundred dollars (\$200) per month pro-rated for less than a full month in addition to their regular wage rate for being "on-call". The Sergeant will assume "on-call" duties as a part of the detective rotation. The Drug Task Force (DTF) Sergeant will receive the same compensation for "on-call" duties.

#### 14.4 USE OF FORCE OR FIREARMS INSTRUCTORS

Employees assigned by the EMPLOYER as a Use of Force Instructor or Firearms Instructor will receive one hundred dollars (\$100.00) per month in addition to their regular wage rate.

#### ARTICLE 15 - 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 16 - 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 (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three (3) hour minimum. An employee shall receive two (2) hours of stand-by pay if court is cancelled without a minimum of 24 hours notice. Said payment is subject to appropriate verification.

## ARTICLE 17 - CALL BACK

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 (1½) times the employee's base pay rate beginning January 1, 2012. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

## ARTICLE 18 - VACATIONS

18.1 Vacation leave shall be accumulated on the following basis for all present employees:

<u>Continuous Years of Service</u>	<u>Hours Per Month</u>
0 – 4 years service	6.67 hours/month
5 – 10 years service	10 hours/month
Beginning 11 years	10.67 hours/month
Beginning 12 years	11.33 hours/month
Beginning 13 years	12 hours/month
Beginning 14 years	12.67 hours/month
Beginning 15 years	13.33 hours/month
After 20 years	16.67 hours/month

18.2 Employees with five (5) or more years of service may accumulate vacation leave to a maximum of two-hundred (200) hours.

## ARTICLE 19 - SICK LEAVE

19.1 Sick leave with pay shall be granted to all permanent employees at the rate of eight (8) hours per month for each full month of service or major fraction thereof.

19.2 Sick leave may be granted only for absence from duty because of personal illness, legal quarantine, or death or serious illness in the immediate family.

19.3 Sick leave may be accumulated to a total of not more than nine hundred sixty (960) hours. Fifty percent (50%) of sick time accumulated over 960 hours automatically goes into the employee's Post Retirement Health Care Savings Plan.

19.4 Upon request of the Department Head or City Manager, an employee shall be required to furnish suitable proof that the provisions of this ARTICLE were fully met.

19.5 Up to four (4) days leave with pay may be granted in case of death in the immediate family. Said leave for death in the immediate family may be deducted from the employee's accumulated sick leave.

#### ARTICLE 20 - HOLIDAYS

20.1 Employees will receive eleven (11) holidays. Each holiday will be eight (8) hours.

20.2 Employees have the option of being paid at the straight time rate for ten (10) of said eleven (11) holidays or taking time off for eleven (11) of the holidays. The Chief of Police shall determine whether or not employees may take up to ten (10) holidays per year. One (1) "floating holiday" per year can be taken any time during the calendar year when approved by the Chief of Police. Employees shall be paid for up to ten (10) working days per year in cash in December of each year at the straight time rate, provided that holidays taken off and those paid do not exceed a total of ten (10) in number except for said "floating holiday" referred to previously.

20.3 An employee assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving or Christmas Day, shall receive an extra one-half (1/2) hour's pay for any hours worked during those holidays.

#### ARTICLE 21 - SEVERANCE PAY

21.1 Thirty-three and one-third percent (33 1/3%) of unused accumulated sick leave to be paid upon honorable separation after five years of employment.

21.2 Forty percent (40%) of unused accumulated sick leave to be paid upon honorable separation after ten (10) years of employment.

21.3 Fifty percent (50%) of unused accumulated sick leave to be paid upon honorable separation after fifteen (15) years of employment.

#### ARTICLE 22 – UNIFORMS

22.1 The EMPLOYER shall provide required uniform and equipment items.

22.2 The City will provide a clothing allowance for the employee assigned by the EMPLOYER as Detective Sergeant in the amount of One Thousand Dollars (\$1,000.00) per year upon his/her first year of the assignment. In each successive year the Detective Sergeant will receive Five Hundred Dollars (\$500.00) per year uniform allowance. The positions of Drug Task Force (DTF) Sergeant and DOG Sergeant will receive Five Hundred Dollars (\$500.00) per year.

- 22.3 In the event the assignment as DOG Sergeant or Detective Sergeant is discontinued at any time during the calendar year by the EMPLOYER, the clothing allowance will be pro-rated for that year.

#### ARTICLE 23 – TUITION REIMBURSEMENT

Union members are eligible to participate in the City's tuition reimbursement program under the same terms and conditions as outlined in the City's tuition reimbursement policy.

#### ARTICLE 24 – POST BOARD LICENSING

- 24.1 The City will pay for and provide the required training for POST Board licensing.

- 24.2 The City will reimburse each employee their POST Board license fee provided sufficient documentation of the paid license renewal is approved by the Chief of Police.

#### ARTICLE 25 - INJURY ON DUTY (IOD)

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after-tax take-home pay than the employee made while working.

#### ARTICLE 26 - WAIVER

- 26.1 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.

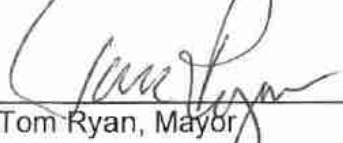
- 26.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge of contemplation of either or both of the parties at the time this contract was negotiated or executed.



ARTICLE 27 - DURATION

This AGREEMENT shall be effective as of January 1, 2017, and shall remain in full force and effect until the thirty-first day of December, 2019. In witness whereof, the parties hereto have executed this AGREEMENT on this 19<sup>th</sup> day of January, 2017.


FOR THE CITY OF BLAINE:

  
\_\_\_\_\_  
Tom Ryan, Mayor

  
\_\_\_\_\_  
Clark Arneson, City Manager

  
\_\_\_\_\_  
Terry Dussault, Human Resources Director

FOR L.E.L.S., LOCAL NO. 340:

  
\_\_\_\_\_  
Andrew Masterman, Business Agent

  
\_\_\_\_\_  
Ted Berg, Union Steward

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