

**LABOR AGREEMENT**  
**BETWEEN**  
**CITY OF WEST ST. PAUL**  
**AND LAW ENFORCEMENT LABOR SERVICES, INC.**  
**[LOCAL NO. 72]**

**EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

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**LABOR AGREEMENT  
BETWEEN  
CITY OF WEST ST. PAUL  
AND LAW ENFORCEMENT LABOR SERVICES, INC. [LOCAL 72]**

**ARTICLE 1 PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of West St. Paul, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Established 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 classification: POLICE OFFICER
- 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. 72].
- 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/DIRECTOR OF PUBLIC SAFETY: The Chief of the West St. Paul Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., [Local No. 72].
- 3.8 INVESTIGATOR/DETECTIVE: An employee specifically assigned or classified by the Employer to the job classification and/or job position of Investigator/Detective.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

- 3.13 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation 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[s] and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, 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 3A.** If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

**Step 4.** A grievance unresolved in Step 3 or 3A 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 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 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.

## **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 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 returned to their previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of work force 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.

## **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) involuntary transfer;
  - d) suspension;
  - e) demotion; or
  - f) 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 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 an 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 OVERTIME**

- 13.1 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.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen [15] minutes.
- 13.6 Employees have the obligation to work overtime or call back if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

#### **ARTICLE 14 COURT TIME**

An employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of two and one-half [2½] hours of pay at one and one-half [1½] times the employee's base pay rate. An employee shall receive the minimum two and one-half [2½] hours of pay at one and one-half [1½] times for



cancellation of a court appearance if cancelled by the City less than 2 hours before the required, scheduled appearance. 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 15 CALL BACK TIME**

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two [2] hours of 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 16 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 17 COMPENSATORY TIME**

When they qualify for overtime pay, Police Officers 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. Employees will have the option to cash out some or all of their accrued compensatory time on the 13<sup>th</sup> payroll of the year. Payment of unused comp time under this provision does not count toward hours worked for overtime eligibility.

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 18 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 19 INSURANCE COVERAGES**

Medical plan – The plan details are provided in an attached Addendum C 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 deposited as follows:

- Individual coverage: \$400 paid out in lump sums twice/year.
- Single + 1 and Family coverages: \$650 paid out in lump sums twice/year.
- The lump sum contributions will be made the first week of January and the 2<sup>nd</sup> half in July.
- In addition to the lump sum amounts, the City will contribute \$100/month for individual coverage and \$200/month for S + 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 FT employee in the amount of \$25,000.

Long-term Disability - 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 20 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<sup>st</sup> 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<sup>th</sup>.

For those who have a balance remaining at the end of each year, the City will allow a carryover of up to \$200 per year.

The City will pay a vendor of its choosing directly for qualifying uniform expenses of members of the bargaining unit, up to a maximum annual amount. Officers assigned full time as a plainclothes investigator, and others on special assignment [SWAT, Drug Task Force, School Liaison, etc.] may with approval of the Chief, be reimbursed for approved purchases from other vendors up to the

maximum annual amount. Investigators and officers on special assignment are still required to maintain a regulation uniform.

New employees will be provided with a standard uniform issue as determined by the employer in lieu of a uniform allowance for the first 12 months of employment. If there is an unsuccessful completion of the probationary period or if the employee terminates employment within 67 days, before the employee becomes a member of the Union, the cost of the standard uniform issue will be deducted from the employee's wages.

The uniform allowance for the second year of employment shall be prorated to account for the number of months over the first twelve. The uniform allowance for the final year of employment shall be prorated to account for less than a full calendar year if the last date of employment is June 30 or before. In all other years of employment, the full uniform allowance is due.

**ARTICLE 21 BULLETPROOF VESTS**

In implementing a bulletproof vest program, the city shall abide by applicable sections of Minnesota Statute 299A.38. In purchasing replacements 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 22 VACATION**

	<u>Monthly Accrual</u>	<u>Total Annual Amount Credited</u>
Monthly Accrual during 1 <sup>st</sup> Year	6.67	80.04
Monthly Accrual during 2 <sup>nd</sup> Year	6.67	80.04
Monthly Accrual during 3 <sup>rd</sup> Year	6.67	80.04
Monthly Accrual during 4 <sup>th</sup> Year	6.67	80.04
Monthly Accrual during 5 <sup>th</sup> Year	10.00	120.00
Monthly Accrual during 6 <sup>th</sup> Year	10.00	120.00
Monthly Accrual during 7 <sup>th</sup> Year	10.00	120.00
Monthly Accrual during 8 <sup>th</sup> Year	10.00	120.00
Monthly Accrual during 9 <sup>th</sup> Year	10.00	120.00
Monthly Accrual during 10 <sup>th</sup> Year	10.67	128.04
Monthly Accrual during 11 <sup>th</sup> Year	11.33	135.96
Monthly Accrual during 12 <sup>th</sup> Year	12.00	144.00
Monthly Accrual during 13 <sup>th</sup> Year	12.67	152.04
Monthly Accrual during 14 <sup>th</sup> Year	12.67	152.04
Monthly Accrual during 15 <sup>th</sup> Year	13.33	159.96
Monthly Accrual during 16 <sup>th</sup> Year	13.33	159.96
Monthly Accrual during 17 <sup>th</sup> Year	13.33	159.96
Monthly Accrual during 18 <sup>th</sup> Year	13.33	159.96
Monthly Accrual during 19 <sup>th</sup> Year	13.33	159.96
Monthly Accrual during 20 <sup>th</sup> Year	16.67	200.04

**ARTICLE 23 SICK LEAVE and BEREAVEMENT LEAVE**

Employees shall accrue sick leave at the rate of eight [8] hours per month to a maximum of 960 hours. Sick leave may be granted per Minnesota Statutes 181.9413 Sick Leave Benefits; Care of Relatives.

Employees in this bargaining unit will be covered by the Employers Maternity/Paternity Benefit Program as outlined in the Employer Policy Manual. In the event that the Employer reduces this benefit, members of Local 72 will have benefit preserved.

Employees absent for three [3] days or more shall submit a medical certificate for the absence.

Employees who have a sick leave balance of 768 or more hours at the beginning of a calendar year shall have the option at the end of that year to request that the City convert current year accrued, unused sick leave up to a maximum of 96 hours, on a one (1) hour for every two (2) hours of unused sick leave, into the Retiree Health Savings for the participant unless otherwise prohibited by the City Personnel Policies.

**Bereavement leave** [including leave to be a pallbearer] will be the same as for general services employees as described in the City Personnel Policies.

**ARTICLE 24 HOLIDAYS**

The Employer shall grant 96 hours (12 days) paid holidays to the employee. Employees required to work on a holiday, as listed below [Floating Holiday does not qualify\*] shall be paid time and one-half for all hours worked on the named holiday.

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

The City will designate Juneteenth as a holiday if the state of Minnesota makes Juneteenth a holiday with the closure of state offices, including court administration. Juneteenth holiday will only be a paid holiday if it falls Monday – Friday. In this circumstance, the total annual holiday hours will be 104 hours.

**ARTICLE 25 WAIVER**

- 25.1 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.
- 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 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 with the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

**ARTICLE 26 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 [6<sup>th</sup>] day of such injury. Such time shall not be charged against the employee’s sick leave, vacation or other accumulated benefits.

**ARTICLE 27 INDEMNIFICATION COVERAGE**

During the term of this contract, the City and LELS #72 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 Statutes regarding indemnification of law enforcement or qualified immunity of law enforcement.

**ARTICLE 28 EDUCATION**

The Tuition Reimbursement Program will be granted in accordance with the most current West St. Paul personnel policy. In addition, POST courses not covered under the training budget, will be able to be submitted through the City’s tuition reimbursement policy. All funds paid for tuition are dictated by budgetary limitations.

**ARTICLE 29 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 their death. If an employee resigns in good standing, short of retirement

but with at least ten [10] years of service to the City, the City shall pay the employee one-sixth [1/6] of their unused sick leave.

See Article 30 Retiree Health Savings Plan, which describes how eligible accrued unused vacation will be appropriated for employees.

**ARTICLE 30 RETIREE HEALTH SAVINGS PLAN [RHS]**

The parties hereby agree to the following upon separation of service with the City:

- 30.1 Any eligible accrued, unused vacation will be paid into the RHS plan for the participant.
- 30.2 Any accrued, unused sick leave that is eligible as severance as defined by the Labor Agreement will be paid into the Retiree Health Savings for the participant unless otherwise prohibited by the City Personnel Policies.

**ARTICLE 31 DURATION**

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

FOR THE CITY OF WEST ST. PAUL

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 72

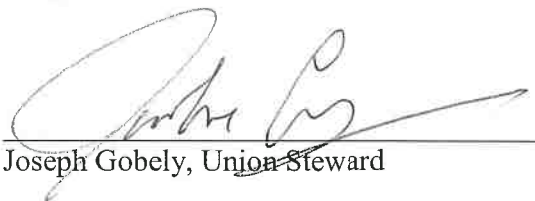
\_\_\_\_\_  
Dave Napier, Mayor

  
Jay Maher, Union Representative

\_\_\_\_\_  
Nate Burkett, City Manager

  
Greg Altman, Union Steward

\_\_\_\_\_  
Debra Gieseke, Human Resources Director

  
Joseph Gobely, Union Steward

**APPENDIX A – WAGES**

Patrol Officer		2022	2023	2024
start	75%	\$31.02	\$31.95	\$32.91
after 1 yr	90%	\$37.20	\$38.32	\$39.47
after 2 yr	95%	\$39.28	\$40.46	\$41.67
after 3 yr	100%	\$41.34	\$42.58	\$43.86
after 4 yr	103%	\$42.58	\$43.86	\$45.18
after 6 yr	105%	\$43.41	\$44.71	\$46.05
after 8 yr	107%	\$44.24	\$45.57	\$46.93
after 10 yr	109%	\$45.07	\$46.42	\$47.81
after 15 yr	111%	\$45.90	\$47.28	\$48.70

Canine Handler, Drug Task Force, Mental Health/Community Engagement Officer, Multi-Family Housing/Community Engagement Officer, School Liaison, Investigator [detective]				
		2022	2023	2024
start	75%	\$33.07	\$34.06	\$35.08
after 1 yr	90%	\$39.27	\$40.45	\$41.66
after 2 yr	95%	\$41.34	\$42.58	\$43.86
after 3 yr	100%	\$43.41	\$44.70	\$46.04
after 4 yr	103%	\$44.64	\$45.98	\$47.36
after 6 yr	105%	\$45.48	\$46.84	\$48.25
after 8 yr	107%	\$46.30	\$47.69	\$49.12
after 10 yr	109%	\$47.14	\$48.55	\$50.01
after 15 yr	111%	\$47.96	\$49.40	\$50.88

Effective January 1, 2022: 3% COLA wage increase to the base rate.  
 Effective January 1, 2023: 3% COLA wage increase to the base rate.  
 Effective January 1, 2024: 3% COLA wage increase to the base rate.

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.

- 1A. Total years of service with the City of West St. Paul shall count towards the salary progression.
- 1B Lateral entry – The employer may, at its sole discretion, pay an employee having prior Police Officer comparable experience, a base salary that exceeds the “starting rate” salary up to and including any step in the pay range. Thereafter, progression will be based on the number of years between steps. While prior police experience outside this contract may effect an employee’ starting salary, it has no bearing on the starting seniority level of the employee.
2. Officers assigned to perform Field Training Officer duties, or assigned as a Use of Force Instructor or Range Master, shall receive one and a half [1 1/2] hours of pay per day of training or instruction at the officer’s regular rate of pay. Field Training Officers must be training an officer for greater than 50% of their shift and Range Masters and Use of Force Instructors must be instructing for a full shift to be eligible for the additional compensation.
3. Per the above pay scale, employees assigned by the Employer to the positions of Canine handler, Drug Task Force Officer, Mental Health/Community Engagement Officer, Multi-Family Housing/Community Engagement Officer, School Liaison and Investigator [detective] shall receive additional hourly compensation equal to 5% of the “after 3 year” rate of the Patrol Officer wage scale. This compensation is effective as of the execution of this labor agreement.

Employees assigned by the Employer as SWAT officers shall receive additional hourly compensation equal to 2.5 hours for callouts only. Employees must assume the full responsibilities and authority of the assignment to be eligible for the additional compensation. Additional compensation shall be paid only once for the same hours worked.

Mobile Field Force Officers that are activated by the employer shall receive a stipend of one and one-half hours [1½]. Members must be engaged in an active deployment utilized as a crowd management or dispersal capacity. Officers in a strike team standby or ready state would not qualify for the stipend until such time as they are deployed in active crowd management or dispersal capacity.

#### **APPENDIX B - Compensation for Canine Officer Care and Maintenance of the Police Canine**

A police officer assigned by the employer as canine officer, shall receive one-half [½] hour straight time pay at their regular hourly base wage rate for days the employee is scheduled for duty. For those days the employee is not scheduled for duty, the employee shall receive one-half [½] hour of compensation at one and one half [1½] their regular hourly base wage rate. No extra compensation shall be provided for days the employees does not have the dog at home or for days they do not personally care for the dog when the dog is kenneled at the City’s expense.



**Appendix C – 2022 Medical costs**

Medical Insurance - Healthpartners [Sourcewell]						
<b>Option 1 - \$1400/\$2800 deductible</b>						
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
<b>Option 3 - \$2800/\$5600 deductible</b>						
	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
<b>Option 5 - \$3650/\$7300 deductible</b>						
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			
<b>Option 7 - \$7,050/\$14,100 deductible</b>						
	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