

LABOR AGREEMENT

between

CITY OF BROOKLYN PARK

and

BROOKLYN PARK POLICE FEDERATION

January 1, 2021 – December 31, 2021

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MASTER LABOR AGREEMENT

between
CITY OF BROOKLYN PARK
and
BROOKLYN PARK POLICE FEDERATION

ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2021, between the CITY OF BROOKLYN PARK, hereinafter called the EMPLOYER, and BROOKLYN PARK POLICE FEDERATION, hereinafter called BPPF. 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 BPPF as the exclusive representative, under Minnesota Statutes, Section 179A.12, for all police personnel in the following job classifications:

Police Officer

- 2.2 In the event the EMPLOYER and BPPF 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 BPPF: Brooklyn Park Police Federation.
- 3.2 UNION MEMBER: A member of BPPF.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Brooklyn Park Police Department.
- 3.5 EMPLOYER: The City of Brooklyn Park.
- 3.6 CHIEF: The Chief of the City of Brooklyn Park Police Department.

- 3.7 **UNION OFFICER:** The Officer elected or appointed by the BPPF.
- 3.8 **INVESTIGATOR/DETECTIVE:** An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of Long Term Detective, Long Term Rotational Detective, Short Term Rotational Detective, Background Investigator, School Resource Officer (SRO), Juvenile Officer, Community Response Unit (CRU) Officer, Safe Streets Officer, Mental Health Detective, Violent Offender Task Force (VOTF) Officer, Drug Task Force (DTF) Officer, or other task force officer.
- 3.9 **SCHEDULED SHIFT:** A consecutive work period including REST BREAKS and a LUNCH BREAK.
- 3.10 **REST BREAKS:** Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 **LUNCH BREAK:** A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.
- 3.13 **IMMEDIATE FAMILY MEMBER:** EMPLOYEE'S spouse, parent, child, sibling; the EMPLOYEE'S spouse's parent, child, or sibling; the EMPLOYEE'S child's spouse; grandparents or grandchildren.
- 3.14 **HOUSEHOLD MEMBER:** Includes any person who shares a significant relationship with the EMPLOYEE, and, who resides in the same household.
- 3.15 **REGULAR BASE PAY RATE:** EMPLOYEE'S hourly pay rate including applicable longevity incentive.
- 3.16 **HOLIDAY BASE PAY RATE:** One and one-half (1 and ½) times the EMPLOYEE'S REGULAR BASE PAY RATE.
- 3.17 **OVERTIME:** Work performed at the express authorization of the EMPLOYER in excess of the EMPLOYEE'S scheduled shift.

ARTICLE 4 EMPLOYER SECURITY

The BPPF agrees that during the life of this AGREEMENT that the BPPF 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 a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by BPPF.
- 6.2 BPPF may designate EMPLOYEES from the bargaining unit to act as Federation representatives and shall inform the EMPLOYER in writing of such choice and changes in the positions.
- 6.3 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting BPPF notices and announcements.
- 6.4 BPPF 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.
- 6.5 The EMPLOYER acknowledges that designated BPPF members are permitted a reasonable amount of time to engage in the following union activities during working hours, provided that the BPPF members have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the EMPLOYER.
 - A. Represent EMPLOYEES who have requested union representation during departmental investigations or other situations in which an EMPLOYEE is entitled to be accompanied by a union representative.
 - B. Collective bargaining with EMPLOYER representatives.
 - C. Meeting with representatives of the EMPLOYER regarding terms and conditions of employment or managerial policies impacting EMPLOYEES.
 - D. Participating in Labor Management Committee meetings.

E. Grievance-related activities as specified under Section 7.3.

The EMPLOYER reserves the right to place reasonable limitation on the number of BPPF representatives that may simultaneously engage in the same activity while on duty.

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 BPPF as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE.

7.3 Processing a Grievance: It is recognized and accepted by BPPF and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEE 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 his/her 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 BPPF within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by BPPF and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give BPPF 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 BPPF within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by BPPF and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give BPPF 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. The EMPLOYER or BPPF may request that the parties utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The following provisions shall apply when the parties have agreed to mediation:

(a) Selection of a Mediator. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

(b) Grievance Timelines. The normal time deadlines in the grievance process shall be tolled during the mediation procedure. There shall be no additional extensions to the grievance timelines without written mutual agreement. If a settlement is not reached as a result of the mediation conference, the grievance may be referred to arbitration in accordance with "Step Four" of the grievance procedure regardless of the last step completed prior to mediation provided the referral to arbitration is made within ten (10) calendar days of the final mediation conference.

(c) No Waiver of Claims/Defenses. Neither party shall waive any claim or defense relating to the grievance merely by agreeing to use mediation in an effort to seek an amicable resolution of the dispute.

A grievance not appealed in writing to Step 4 by BPPF within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by BPPF shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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 BPPF 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 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 BPPF 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 BPPF 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, BPPF 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 BPPF 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 VII or a procedure such as: Veteran's preference, or other employment laws. 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 8 SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Park. 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 is made 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

Seniority shall be determined by the EMPLOYEE'S length of employment with the DEPARTMENT as a licensed peace officer without regard to any prior service credit granted for the purposes of initial placement on the wage or vacation accrual schedule. Seniority rosters may be maintained by the CHIEF on the basis of time in grade and time within specific classifications. In the event an EMPLOYEE promotes within the DEPARTMENT, the EMPLOYEE is entitled to return to the job classification covered by this agreement if the employee is laid off, demoted, or does not pass probation in the promoted position. The EMPLOYEE shall continue to accrue seniority for positions covered under this agreement while serving in a promoted, sworn position with the EMPLOYER.

- 9.1 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 his/her previous position at the sole discretion of the EMPLOYER.
- 9.2 A reduction of work force will be accomplished on the basis of inverse seniority. An EMPLOYEE recalled from layoff shall have an opportunity to return to work by seniority, within two years of the time of his/her layoff, if there is an opening and the EMPLOYEE meets the qualifications for hire.
- 9.3 A senior qualified EMPLOYEE shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.4 Shift bidding on the basis of seniority shall occur as follows: Between October 1 and October 15 of each year, EMPLOYEES will bid on shifts for two consecutive six (6) month periods covering January 1 through June 30, and July 1 through December 31 of each year.
- 9.5 Veteran's Preference Hearing. An EMPLOYEE on leave pending a Veteran's Preference Hearing shall have the EMPLOYEE's anniversary (service) date extended by the amount of leave taken. The EMPLOYER will abide by any due process outcome determined by an arbitrator, Veteran's Preference Panel or other ruling authority.

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
 - E. Discharge

- 10.2 Suspensions, demotions and discharges will be in written form. Oral reprimands may be documented in writing and maintained in a field file for the purpose of identifying the deficiency and requiring corrective action in the next performance evaluation, after which all documentation relating to the oral reprimand will be purged from the field file.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of the EMPLOYEE personnel file shall be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES and BPPF will receive a copy of such reprimands and/or notices.
- 10.4 An EMPLOYEE may examine their 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 An EMPLOYEE will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a BPPF representative and an attorney present at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated by BPPF in Step 3 of the grievance procedure under ARTICLE VII containing the same information as required for a grievance initiated at Step 1. Any grievance not presented in writing at Step 3 by BPPF within twenty-one (21) calendar days of the employee receiving written notification of the imposition of discipline shall be considered waived.

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
 - D. Authorized leave time
- 12.2 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 an EMPLOYEE.

ARTICLE 13 OVERTIME

- 13.1 An EMPLOYEE will be compensated at one and one-half (1 and ½) times the EMPLOYEE'S REGULAR BASE PAY RATE for OVERTIME. Holiday OVERTIME will be compensated at one and one-half (1 and ½) times the HOLIDAY BASE PAY RATE. Shift changes do not qualify an EMPLOYEE for OVERTIME under this ARTICLE.
- 13.2 OVERTIME will be distributed as equally as practicable.
- 13.3 OVERTIME refused by an EMPLOYEE will, for recording 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 An EMPLOYEE has the obligation to work OVERTIME or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.
- 13.7 An EMPLOYEE may choose to accrue compensatory time at the rate of one and one-half (1 and ½) hours for each OVERTIME hour worked. Accrued compensatory time cannot be carried over from one calendar year to the next. Use of compensatory time shall be consistent with the use of vacation time with the approval of the supervisor. Upon request, an EMPLOYEE shall be paid for all or a portion of his/her accrued compensatory time at any time during the calendar year. Such payment shall be made at the EMPLOYEE'S REGULAR BASE PAY RATE in effect at the time such payment is made.

ARTICLE 14 COURT TIME

An EMPLOYEE who is required to appear in Court during scheduled off-duty time shall receive a minimum of three (3) hours pay pursuant to Article 13.1. 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.

ARTICLE 15 CALL BACK TIME

An EMPLOYEE called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay pursuant to Article 13.1. An extension or early report to a regularly scheduled shift for duty does not qualify for the three (3) hour minimum.

ARTICLE 16 WORKING OUT OF CLASSIFICATION

An EMPLOYEE assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification or specialist assignment shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17 INSURANCE

- 17.1 Family_Coverage. The EMPLOYER will contribute the amount listed in Appendix B - Health Insurance toward the cost of dependent group health insurance coverage for EMPLOYEES selecting dependent-rate health insurance. In each succeeding year the EMPLOYER and EMPLOYEE will share the average increased cost of dependent health insurance plans at the rate of 60% EMPLOYER / 40% EMPLOYEE.
- 17.2 Single Coverage. The EMPLOYER will contribute the amount listed in Appendix B - Health Insurance toward the cost of individual group health insurance coverage for EMPLOYEES selecting single-rate health insurance. In each succeeding year the EMPLOYER and EMPLOYEES will share the average increased cost of single health insurance plans at the rate of 60% EMPLOYER / 40% EMPLOYEE. EMPLOYEES selecting single coverage may use remaining benefit dollars to purchase additional life or dental insurance.
- 17.3 Any premium rebate or reduction provided by the insurance carrier will be allocated proportionately between the EMPLOYER and the EMPLOYEES in the same percentages each contributes to the increase in premium for the applicable year. For example, if the EMPLOYER is paying 60% of the premium increase for that year, then the rebate or reduction would be allocated 60% to the EMPLOYER and 40% to the EMPLOYEE. This provision shall not apply with regard to any premium reduction resulting from changes to the plan design or plan benefits.
- 17.4 The EMPLOYER will maintain a citywide healthcare Labor/Management Committee, which will include representatives from the BPPF to discuss benefit design and trends to contain healthcare costs.

ARTICLE 18 STANDBY PAY

- 18.1 An EMPLOYEE required by the EMPLOYER to standby shall be paid for such standby time at the EMPLOYEE'S REGULAR BASE PAY RATE of one hour pay for each hour on standby. Standby status shall be documented by subpoena or other written form notifying the EMPLOYEE when the EMPLOYEE is required to standby. If an EMPLOYEE'S standby status is cancelled more than 24 hours in advance of the scheduled standby, no standby compensation shall be payable. If cancelled within 24 hours of the scheduled standby, the EMPLOYEE shall be paid as if he/she had been on standby as scheduled.
- 18.2 An EMPLOYEE assigned as an INVESTIGATOR/DETECTIVE and assigned by the EMPLOYER to be on call after regular working hours and during

weekends shall be paid for one hour at the EMPLOYEE'S REGULAR BASE PAY RATE or HOLIDAY BASE PAY RATE for each day the EMPLOYEE is on call. To improve response time if called out, the EMPLOYER will provide the EMPLOYEE with a take home car on days when the EMPLOYEE is on call.

ARTICLE 19 UNIFORMS

- 19.1 The EMPLOYER shall provide required uniform and equipment items. The EMPLOYER will clean the issued police uniforms (issued shirts, trousers, vest covers, and jackets) of EMPLOYEES without expense to the EMPLOYEE. The EMPLOYER reserves the right to select the cleaning vendor.
- 19.2 The EMPLOYER will reimburse up to eight hundred thirty-five dollars (\$835) in 2020 for purchase of clothing (e.g. coats, shoes, suits, trousers, shirts, sweaters, etc., and clothing related police equipment, e.g. holsters, magazine pouches, etc.), cleaning or tailoring expenses for which the EMPLOYEE submits receipts for EMPLOYEES who work in plain clothes. The full reimbursement allowance is available, effective January 1 or at the date of assignment during each calendar year. For 2021, the employer reimbursement will increase or decrease by the CPI-U for apparel in the Minneapolis-St. Paul-Bloomington area measuring the change from November 2019 to November 2020. In each succeeding year, each calculation will similarly be made from November to November.

ARTICLE 20 INJURY ON DUTY

An EMPLOYEE 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.

ARTICLE 21 WAGES

- 21.1 A current pay grid will be maintained under Appendix A - Wages
- 21.2 Step Progression. An employee shall advance between step 1 through step 5 after 12 months of service in a step. An employee shall advance from step 5 to step 6 after 4 years of service at step 5. An employee shall advance from step 6 to step 7 and from step 7 to step 8 after 3 years of service in the prior step.
- 21.3 Lateral Entry. Lateral entry will encourage experienced officers from other law enforcement agencies to become Brooklyn Park Police officers. At the discretion of the employer based on its job experience analysis, an EMPLOYEE

hired under the lateral entry system may start at up to Step 4 of the Patrol Officer pay grade and may be placed on the vacation accrual schedule recognizing up to six years of prior service. Additionally, new EMPLOYEES may be granted up to four (4) service credits for prior work experience in special assignments such as those listed in Article 21.4. Service credits under the Specialty Pay program will be applied when the EMPLOYEE successfully completes the required 12-month probationary period. For all purposes other than placement on the salary schedule under Article 21.1, a lateral hire shall be treated as a new hire. Regardless of where a lateral hire is placed on the salary schedule, he/she shall have no enhanced right with regard to eligibility for vacation selection or shift bidding.

21.4 Specialty Pay Compensation. EMPLOYEES will earn service credits for specialized skills and/or work experience as follows:

- A. 0.8 service credits per year for the following:
 - Each year of full-time supervisory experience (one-time credit awarded upon the EMPLOYEE'S return to the bargaining unit)
 - Canine Officer
 - Community Oriented Police (COPs) Officer
 - Crime Prevention Officer
 - Drug Awareness Resistance Education (DARE) Officer
 - INVESTIGATOR / DETECTIVE
 - Training Officer
 - Community Liaison Officer
 - Community Engagement Officer
- B. 0.4 service credits per year for the following:
 - Field Training Officer (FTO)
 - SWAT Officer (Entry Team, Sniper, Negotiator)
 - Commercial Vehicle Inspector (CVI)
 - Drug Recognition Expert (DRE)
- C. 0.2 service credits per year for the following:
 - Instructor (Firearms or Police Combatives)
 - Patrol experience
- D. One-time award of 1.0 service credit for each level of education above the required Associate Degree (Bachelor's Degree, Master's Degree and PhD).

Service credits will be accrued on a prorated basis by the day for time assigned to each special assignment.

EMPLOYEES will be placed on the salary schedule based on service credits as follows:

Service Credits	Salary Grade
0.00 - 5.99 Credits	Patrol Officer

6.00 - 10.99 Credits	Specialty Grade 1
11.00 - 15.99 Credits	Specialty Grade 2
16.00 or more Credits	Specialty Grade 3

Service credits under the Specialty Pay program will be applied when the EMPLOYEE successfully completes the required 12-month probationary period. Grade and wage increases will be applied on the EMPLOYEE'S anniversary date. The EMPLOYER and the BPPF will maintain complete service records for each EMPLOYEE for the calculation of service credit totals and applicable pay grades.

Prior to implementation of the market adjustment under Section 21.7, each year the parties will jointly calculate the "Specialty Pay Credit" using the following formula:

"Base year" means the year preceding the year in which the number is calculated. "Comparison year" means the year in which the calculation is being made.

- Step 1 Normalize the employee population in the Comparison Year to the number of EMPLOYEES in the population as of January 1 of the Base Year (add ~~rookies~~ recruits at Patrol Officer grade, Step 1 or subtract most recent hires).
- Step 2 Calculate the annual wages payable to each member of the population during the Comparison Year using the EMPLOYEE'S actual wage rate (hourly rate x 2080) as of January 1 of the Base Year.
- Step 3 Calculate the annual wages payable to each member of the population during the Comparison Year as if the EMPLOYEE was paid at the same relative step of the Patrol Officer grade using the hourly rates in effect as of January 1 of the Base Year.
- Step 4 Subtract result in Step 2 from the result in Step 3.
- Step 5 Calculate the annual wages payable to each member of the population during the Base Year using the EMPLOYEE'S actual wage rates as of January 1 of the Base Year.
- Step 6 Calculate the annual wages payable to each member of the population during the Base Year as if the EMPLOYEE was paid at the same relative step of the Patrol Officer grade using the rates in effect as of January 1 of the Base Year.
- Step 7 Subtract result in Step 5 from the result in Step 6.
- Step 8 Subtract result in Step 4 from the result in Step 7.

Step 9 Divide the result in Step 8 by the result in Step 2.

The Specialty Pay Credit is the result from Step 9. If the Specialty Pay Credit is greater than zero, it will then be applied toward the Market Adjustment as specified in Section 21.7. If the Specialty Pay Credit is less than zero, it will not affect the Market Adjustment.

An example of the application of the formula is set forth in Appendix D of this Agreement.

- 21.5 Canine Handler Pay. Canine Handlers shall receive thirty minutes of OVERTIME or holiday OVERTIME pay per calendar day for care and maintenance of the police canine.
- 21.6 Field Training Officer Pay. Field Training Officers shall receive one and one-half hours of compensatory time, subject to the provisions of Section 31.2, for each shift on which they are assigned a recruit for a majority of the hours of the shift. If two Field Training Officers have the recruit for exactly half the shift, the Officer that ends the shift with the recruit will get the compensation.
- 21.7 Market Adjustments. A market pay adjustment will be jointly considered by the parties each year and, if warranted, implemented as follows:
 - A. Peer comparison cities. The following peer cities will be used to calculate the comparison pay rate: Apple Valley, Burnsville, Coon Rapids, Eagan, Edina, Lakeville, Maple Grove, Plymouth and Woodbury.
 - B. Comparison methodology. The comparison will be made based on the 30-year aggregate earnings payable to a patrol officer (without specialty or special assignment pay). Aggregate earnings shall mean the total of the annual amount payable to a patrol officer in the first year of service and each year of service thereafter through and including the annual amount payable to a patrol officer in the thirtieth year of service. Earnings shall include base wages and those forms of compensation payable to all officers (or for which all officers are eligible based on years of service) such as longevity and education pay. Education pay, if any, shall be determined at the minimum level necessary to constitute "professional peace officer education" as defined by Minn. Stat. § 626.84, subd. 1(g) and Minn. Rules Part 6700.0100, subp. 5. For Brooklyn Park, aggregate earnings shall be calculated based on the Patrol Officer pay grade. The 30-year aggregate earnings for the calculation year shall be calculated based on the rate specified in each respective labor agreement as of July 1 of that year. Monthly rates shall be multiplied by 12, bi-weekly rates multiplied by 26 and hourly rates multiplied by 2080.
 - C. Market comparison/adjustment. If the 30-year aggregate earnings for a Brooklyn Park Patrol Officer is less than 101.9% of the average of the nine comparison cities, after applying any Specialty Pay Credit determined pursuant to Section 21.4, above, a market adjustment shall

be made to Step 5 of the Patrol Officer wage schedule (which in turn shall cause an adjustment to all other steps on the wage schedule as necessary to maintain the existing structure of the wage schedule) in such amount as required for the 30-year aggregate earnings for a Brooklyn Park Patrol Officer plus the Specialty Pay Credit, if any, to be 101.9% of the average of the nine comparison cities; subject to the cap under subparagraph E., below.

If the 30-year aggregate earnings for a Brooklyn Park Patrol Officer is more than 101.9% of the average of the nine comparison cities, a market adjustment shall be made to Step 5 of the Patrol Officer wage schedule (which in turn shall cause an adjustment to all other steps on the wage schedule as necessary to maintain the existing structure of the wage schedule) after applying any Specialty Pay Credit determined pursuant to Section 21.4, above, in such amount as required for the 30-year aggregate earnings for a Brooklyn Park Patrol Officer to be 101.9% of the average of the nine comparison cities; subject to the implementation schedule under paragraph D., below, and to the cap under subparagraph E., below.

The market analysis shall be completed each year by the later of: August 1; or the date on which at least seven (7) of the peer comparison group cities have entered into a collective bargaining agreement for the year in question. The annual wage for any peer comparison city(ies) that have not settled as of such completion date shall be adjusted by increasing the prior year's 30-year aggregate earnings for such city(ies) by the average wage increase for the peer comparison cities who have settled contracts as of that date.

- D. Effective date. The Market Adjustment under this Section 21.7 (including the application of any Specialty Pay Credit) shall be effective as of January 1 of the year following the calculation year (the "Effective Date"). However, the implementation of the Market Adjustment shall be as follows:
- i. If the parties have a settled contract as of the Effective Date, the adjustment shall be implemented on the Effective Date.
 - ii. If the parties do not have a settled contract as of the Effective Date, the market adjustment will be implemented retroactive to the Effective Date upon the finalization of the successor labor agreement.
 - iii. However, in no event will the market adjustment cause a reduction in the wages payable to any employee. If the market adjustment requires a reduction in wages and employees do not receive a wage increase as of the Effective Date, the negative market adjustment will not be implemented until the effective date of the next wage increase.

A Market Adjustment that is to be implemented after the expiration date of the Labor Agreement is intended to establish the wage schedule as of the end of the Labor Agreement and, therefore, shall not be considered in determining any appropriate wage adjustments under the successor agreement by the parties or by an interest arbitrator.

- E. Cap on Market Adjustment. In no event shall the market adjustment in any year be more than plus or minus 2%.

- 21.8 One-time, lump sum payment in 2021. A one time, lump sum payment of five hundred dollars (\$500) payable on the pay date for the second full pay period of 2021 shall be provided to any person who, as of January 1, 2021: is an EMPLOYEE serving in a job classification represented by the BPPF; and has 15.5 or fewer Specialty Pay (previously Master Patrol) service credits.

This payment shall not be included in the wage schedule of the EMPLOYEE and shall not create any recurring obligation on the EMPLOYER or entitlement to the EMPLOYEE. Accordingly, this lump sum payment shall not be considered with regard to the market adjustment or Specialty Pay credit calculations under this Article.

ARTICLE 22 HOLIDAYS

- 22.1 All permanent EMPLOYEES and full-time probationary EMPLOYEES shall be eligible for twelve (12) paid holidays. Holiday time is part of the normal work year of two thousand and eighty hours (2,080). EMPLOYEES will be credited with ninety-six (96) hours of holiday time toward the 2,080-hour work year regardless of the length of the assigned shift.
- 22.2 An EMPLOYEE scheduled to work by the EMPLOYER on New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Easter, Memorial Day, the 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve or Christmas Day shall be compensated at the EMPLOYEE'S HOLIDAY BASE PAY RATE.

ARTICLE 23 VACATION

The DEPARTMENT shall establish a vacation schedule to meet the needs of the DEPARTMENT while allowing use of accrued vacation. Requests for vacation shall be made in advance.

- 23.1 Vacation is accrued during the first six (6) months of employment but is not available for use until after completion of six (6) months of service.
- 23.2 Use of accrued vacation after the six-month period is subject to approval by the supervisor and CHIEF.

23.3 The following shall apply to each use of accrued vacation: the minimum which may be used is one (1) hour; thereafter vacation may be used in increments of thirty (30) minutes.

23.4 All full-time permanent EMPLOYEES shall earn vacation according to the following schedule:

0 - 5 years of service	80 hours per year
After 5 through 10 years of service	120 hours per year
After 10 through 14 years of service	An additional 8 hours per year

Years of service shall include prior years of service awarded under Section 21.3.

23.5 One continuous vacation period shall be selected on the basis of seniority between November 1 and 15 of the calendar year to be taken the following calendar year.

ARTICLE 24 SICK LEAVE

Earned sick leave may be taken for personal illness, a family health matter related to an immediate or household family member or medical/dental appointments during work hours for self, IMMEDIATE FAMILY MEMBER or HOUSEHOLD FAMILY MEMBERS.

24.1 Sick leave is earned at the rate of eight (8) hours per month with unlimited accrual.

24.2 After accumulating 720 hours of sick leave, 1/2 of additional accrual hours are converted to vacation.

24.3 The following shall apply to each use of accrued sick leave: the minimum which may be used is one (1) hour; thereafter sick leave may be used in increments of thirty (30) minutes.

24.4 Fitness for Duty Examination. If the EMPLOYER determines the need for an EMPLOYEE to be evaluated for mental or physical fitness for duty after the standard pre-employment screenings, the EMPLOYEE will be seen by an appropriate provider at the EMPLOYER'S expense. If the provider is not immediately available, the EMPLOYEE may remain on full duty or be placed on light duty at the EMPLOYER'S discretion. If the EMPLOYER determines the EMPLOYEE should be absent from the workplace until the initial evaluation is complete, the EMPLOYEE will be placed on paid administrative leave at the EMPLOYER'S expense. Appointments with an appropriate provider, including travel time, will be considered to be on-duty hours worked by the EMPLOYEE and will be compensated as set forth in this agreement.

The BPPF and the EMPLOYER shall maintain a list of at least three licensed psychiatrists or psychologists who have expertise in the diagnosis and

treatment of psychological or emotional disorders and are qualified to make an assessment regarding an EMPLOYEE'S fitness to engage in law enforcement duties. The list will be documented in "Appendix C – Fitness for Duty Medical Providers." A designee from the BPPF and the EMPLOYER will annually review and agree upon this list by April 1. An EMPLOYEE ordered to undergo a mental health fitness for duty examination may choose to have the examination conducted by any one of the medical providers on the list. The list can be amended at any time through mutual agreement of the BPPF and the EMPLOYER.

ARTICLE 25 JURY DUTY

An EMPLOYEE who is called to and reports for Jury Duty shall be paid for each day partially or wholly spent in performing Jury Duty, if the EMPLOYEE otherwise would have been scheduled to work, an amount equal to the difference between the EMPLOYEE'S regular standard time rate and the daily Jury Duty rate paid by the Court (not including travel allowance).

ARTICLE 26 BEREAVEMENT PAY

When necessary and upon approval by the EMPLOYER, up to five (5) days of sick leave with pay will be granted due to the death of an IMMEDIATE FAMILY MEMBER or HOUSEHOLD MEMBER. An EMPLOYEE may use sick leave to attend the funeral services of officers killed in the line of duty.

ARTICLE 27 SEVERANCE PAY

Severance pay in the amount of 50% of accumulated sick leave, not to exceed a maximum of 480 hours, shall be paid to EMPLOYEES who terminate employment after one year, with two weeks advance notice.

- 27.1 An EMPLOYEE who is discharged or who terminates employment without giving two weeks advance notice shall not be eligible for severance pay.
- 27.2 Severance pay in the amount of 50% of accumulated sick leave, not to exceed a maximum of 960 hours, shall be paid to EMPLOYEES who are laid off.
- 27.3 Severance pay in the amount of 100% of accumulated sick leave shall be paid to the estate of an EMPLOYEE who is killed in the line of duty.

ARTICLE 28 P.O.S.T. LICENSE FEES

The EMPLOYER shall pay the cost of the P.O.S.T. License Fees for all licensed peace officers.

ARTICLE 29 SAFETY CLAUSE

The EMPLOYER agrees to provide and maintain reasonably healthful and safe working conditions for EMPLOYEES. At the same time, it is recognized that the field of law enforcement involves some inherent risk in the working conditions.

ARTICLE 30 LONGEVITY INCENTIVE

Longevity incentive is incorporated into the wage schedule established pursuant to 21.1. Step progression shall be pursuant to 21.2.

ARTICLE 31 RETIREE HEALTH SAVINGS PLAN

An EMPLOYEE shall participate in a Retiree Health Savings Plan with the following EMPLOYEE contributions:

- 31.1 All vacation accrued in accordance with Article 23 over two hundred forty (240) hours as of the last pay period of each year will be applied to the plan with the final pay period of each year.
- 31.2 Compensatory time accumulated in accordance with Article 13.7 in excess of forty-eight (48) hours at the end of each pay period, and all hours remaining as of the last pay period of each calendar year or at the time of termination, will be applied to the plan.
- 31.3 All severance pay per Article 27 except in cases of layoff will be applied to the plan.

ARTICLE 32 PAID PARENTAL LEAVE

State and Federal law provide for parenting leave. In addition, the EMPLOYER provides eligible EMPLOYEES with two weeks of paid parenting leave under the conditions adopted by the City Council and outlined in the Parental Leave Policy in the Employee Handbook, as amended.

ARTICLE 33 MEMORANDA OF AGREEMENT

From time to time the BPPF and the EMPLOYER will enter into agreements outside the normal collective bargaining cycle for new labor agreements. Unless otherwise stated in the agreement, memoranda of agreement (MOAs) or memoranda of understanding (MOUs) not added to the successor labor agreement will sunset at the time the new labor agreement is signed by all parties.

ARTICLE 34 WAIVER

34.1 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.

34.2 The parties mutually acknowledge that during the negotiations that 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 BPPF 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 or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 35 DURATION

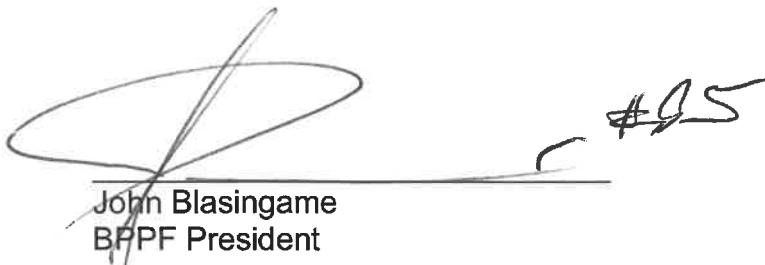
This AGREEMENT shall be effective as of January 1, 2021 and shall remain in full force and effect until the 31st day of December 2021. In witness whereof, the parties hereto have executed this AGREEMENT on this 15th day of December, 2020.

FOR THE CITY OF BROOKLYN PARK:

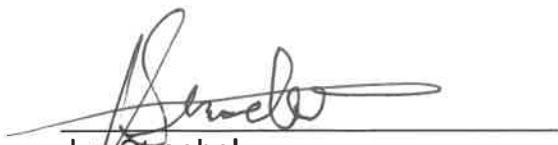
FOR THE BROOKLYN PARK
POLICE FEDERATION:



Jeff Lunde
Mayor



John Blasingame
BPPF President



Jay Stroebel
City Manager



Michael Wrobel
BPPF Secretary/Treasurer

Appendix A – Wages

The following hourly wage table includes EMPLOYEES' REGULAR BASE PAY RATE with a 3.0% general wage increase effective May 1, 2021:

Effective May 1, 2021:

Patrol Officer								
May 2021	Base Pay Rate					Longevity Incentive		
	71.00%	80.00%	88.00%	96.00%	100.00%	103.00%	106.00%	108.00%
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	\$31.65	\$35.66	\$39.23	\$42.79	\$44.58	\$45.91	\$47.25	\$48.14

Specialty Pay Grid								
May 2021	Base Pay Rate					Longevity Incentive		
	71.00%	80.00%	88.00%	96.00%	100.00%	103.00%	106.00%	108.00%
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Specialty Grade 1	\$32.28	\$36.37	\$40.01	\$43.65	\$45.47	\$46.83	\$48.19	\$49.10
Specialty Grade 2	\$32.93	\$37.10	\$40.81	\$44.52	\$46.38	\$47.77	\$49.16	\$50.09
Specialty Grade 3	\$33.59	\$37.84	\$41.63	\$45.41	\$47.30	\$48.72	\$50.14	\$51.09

Appendix B – Health Insurance

Family Coverage. The EMPLOYER will contribute one thousand seven hundred twenty-three dollars and forty-six cents (\$1,723.46) per month toward the cost of dependent group health insurance coverage for EMPLOYEES selecting dependent-rate health insurance in 2021. Of this amount, the EMPLOYER will deposit one hundred twenty-five dollars (\$125) per month in the EMPLOYEE'S Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA).

Single Coverage. The EMPLOYER will contribute eight hundred five dollars and eighty-eight cents (\$805.88) per month toward the cost of individual group health insurance coverage for EMPLOYEES selecting single-rate health insurance in 2021. Of this amount, the EMPLOYER will deposit one hundred twenty-five dollars (\$125) per month in the EMPLOYEE'S Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA).

Appendix C – Fitness for Duty Medical Providers

The following is the list of licensed psychiatrists or psychologists agreed upon by the BPPF and the EMPLOYER and authorized to perform mental health fitness for duty examinations for the Brooklyn Park Police Department:

Martin-McAllister, Consulting Psychologists
80 South 8th Street, Suite 3900
Minneapolis, MN 55402
(612) 338-8461

Dr. Michael Keller Psychological Services
121 Adams Street
Cambridge, Minnesota 55008
(612) 360-2699

Gary L. Fischler & Associates, PA
Consulting & Forensic Psychologists
6600 France Avenue South, Suite 640
Edina, MN 55435
(612) 333-3825

Appendix D – Specialty Pay Credit Calculation Examples

Example 1 for Appendix:

Result in Step 2 is \$7,532,158.40.

Result in Step 3 is \$7,313,924.80.

Step 4 = \$218,233.60 (\$7,532,158.40 - \$7,313,924.80)

Result in Step 5 is \$7,635,368.00.

Result in Step 6 is \$7,422,792.00.

Step 7 = \$212,576.00 (\$7,635,368.00 - \$7,422,792.00)

Step 8 = \$5,657.60 (\$218,233.60 - \$212,576.00)

Step 9 (Specialty Pay Credit) = 0.08% (\$5,657.60 ÷ \$7,532,158.40)

The Specialty Credit is applied to the Market Adjustment as follows:

If the Market Adjustment under Section 21.4 is 0.4%, the actual market adjustment to be used will be 0.32% (0.40% minus 0.08%).

Example 2 for Appendix:

Result in Step 2 is \$7,614,006.40

Result in Step 3 is \$7,415,657.60.

Step 4 = \$198,348.80 (\$7,614,006.40 - \$7,415,657.60)

Result in Step 5 is \$7,654,504.00.

Result in Step 6 is \$7,454,782.40.

Step 7 = \$199,721.60 (\$7,654,504.00 - \$7,454,782.40)

Step 8 = (\$1,372.50) (\$198,348.80 - \$199,721.60)

Step 9 (Specialty Pay Credit) = -0.02% (-\$1,372.50 ÷ \$7,614,006.40)

The Specialty Credit is applied to the Market Adjustment as follows:

If the Market Adjustment under Section 21.4 is 0.4%, the actual market adjustment to be used is 0.4% because the Specialty Pay Credit does not affect the Market Adjustment when it is less than zero.