

**AMENDED AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 20, 2022 – 7:00 P.M.  
CITY HALL**



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**A. Call to Order**

**B. Pledge of Allegiance**

**C. Roll Call**

**D. Public Comment**

**E. Adopt Agenda**

**F. Proclamations/Commendations/Certificate Award**

1. Mayor's Proclamation- MN Manufacturer's Month

**G. Approve City Council Minutes**

1. September 6, 2022- Regular Meeting of the City Council

**H. Announcements**

1. City Council Meeting

Tuesday, October 4, 2022 at 7:00 p.m.

2. Economic Development Authority Meeting

Tuesday, October 4, 2022

*(Immediately following the City Council Meeting)*

3. Park, Recreation and Culture Board

Tuesday, September 27, 2022 at 6:00 p.m.

**I. Council Committee Reports**

**J. Public Hearings**

**K. Business Items**

1. Isanti County Beyond the Yellow Ribbon Presentation *(Jim Rostberg)*

**L. Approve Consent Agenda**

1. Payroll in the Amount of \$121,371.41 and Accounts Payable in the Amount of \$397,806.07
2. Resolution 2022-XXX Accepting Letter of Resignation for Police Officer Dusten Noreen
3. Resolution 2022-XXX Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for October 29, 2022

**M. Other Communications**

1. August Police Department Report
2. August Code Enforcement Report

3. August Building Inspector Report
4. September Engineering Project Status Report

#### **N. Closed Session**

1. Closed Session for Labor Negotiations Strategy Pursuant to Minn. Stat. 13D.03

Agenda amended to include items:

- a. Summary of Tentative Agreement with I.U.O.E, Local 49
- b. Memorandum of Understanding (MOU) to allow for lateral hire up to two (2) years and include all newly hired or rehired employees will serve one (1) year probationary period.
- c. Authorization to Execute Contract with I.U.O, E, Local 49 Upon Finalization of the Collective Bargaining Agreement
- d. Resolution 2022-XXX Consideration for Maintenance Tech II position new hire Dan Wittkop
- e. Summary of tentative agreement with Law Enforcement Labor Services, Local 217
- f. Authorization to Execute Contract with LELS, Local 217 Upon Finalization of the Collective Bargaining Agreement

#### **Adjournment**

## Mayor's Proclamation



### City of Isanti

- Whereas** Manufacturing is a dynamic and robust industry, crucial to the health and strength of Minnesota's diverse economy; and,
- Whereas** Manufacturing added \$51.9 billion to Minnesota's economy in 2021 representing the second-largest contribution to the state's gross domestic product by any industry; and,
- Whereas** Minnesota manufacturing jobs in 2021 make up the second largest total payroll among private sector industries; and,
- Whereas** Manufactured exports brought \$22 billion into the Minnesota economy in 2021; and,
- Whereas** Manufacturing in Minnesota pays an average annual wage of \$74,626, 11% higher than across all industries in Minnesota; and,
- Whereas** More than 75,000 job openings for manufacturing positions are expected through 2030 in Minnesota as older workers retire.

**Now, therefore, I, Jeff Johnson, Mayor of the City of Isanti,** do hereby proclaim that October 2022 shall be observed as:

### Manufacturing Month

in the City of Isanti on this 20<sup>th</sup> day of September, Two Thousand Twenty-two.

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Jeff Johnson, Mayor

**MINUTES  
CITY OF ISANTI  
CITY COUNCIL MEETING**



**TUESDAY, SEPTEMBER 6, 2022 – 7:00 P.M.  
CITY HALL**

Mayor Johnson called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor Johnson, Councilmembers: Jimmy Gordon, Paul Bergley and Dan Collison

Members Absent: Councilmember Steve Lundeen

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Finance Director Mike Betker, Chief of Police Travis Muyres and Assistant Finance Director Pam Dahlheimer

Others Present: Kristi LaRowe, Scott LaRowe, Susan Morris and Cap O'Rourke

**D. Public Comment**

Krisi LaRowe, 31925 Lakeway Drive, Cambridge, MN 55008 spoke.  
Susan Morris, 5744 County Road 5 NE, Cambridge, MN 55008 spoke.  
Scott LaRowe, 31925 Lakeway Drive, Cambridge, MN 55008 spoke.

**E. Adopt Agenda**

Motion by Bergley, seconded by Collison to approve agenda as presented. Motion carried 4-0.

**F. Proclamations/Commendations/Certificate Award**

None

**G. Approve City Council Minutes**

1. August 16, 2022- Regular Meeting of the City Council
2. August 16, 2022- Committee of the Whole Meeting

Motion by Collison, second by Bergley to approve minutes as presented. Motion carried 4-0.

**H. Announcements**

1. Committee of the Whole
2. City Council Meeting
3. Planning Commission Meeting

Tuesday, September 20, 2022 at 5:00 p.m.  
Tuesday, September 20, 2022 at 7:00 p.m.  
Tuesday, September 20, 2022  
*(Immediately following the City Council Meeting)*

**I. Council Committee Reports**

None



## **J. Public Hearings**

None

City Administrator Josi Wood requested that the Council take a brief three (3) minute recess.

A motion was made from Bergley, seconded by Gordon to enter into a three (3) minute recess. Motion carried 4-0.

A motion was made by Bergley to come out of recess, seconded by Collison. Motion carried 4-0.

Upon continuing meeting, Mayor Johnson shared that items that are brought to public comment are restricted for government topics. They are not a platform for private agendas, to make personal attacks, to air personal grievances, to make political endorsements or political campaign purposes. He apologized for the comments made during Public Comment as those should not have been allowed.

## **K. Business Items**

### **City Administrator Josi Wood**

#### **1. ORD-772 An Interim Ordinance Authorizing Studies and Imposing a Moratorium on the Sale of Cannabis Products**

City Administrator Josi Wood shared discussion was held at the July 19<sup>th</sup> and August 16<sup>th</sup> Committee of the Whole meetings regarding the recent legal ability to sell certain products containing delta-9 THC and other edible THC items in Minnesota. It was discussed at the Committee meetings that because the state does not have much regulation, staff will need to research the topic and see if it is in the best interest of the City, residents and businesses to have any kind of regulation.

Staff drafted an interim ordinance imposing a moratorium of the sale of certain cannabis products and posted for the required ten (10) days. The interim ordinance does not have any impact on current businesses who are selling delta-9 products however, would not allow any new businesses to sell it until it has been decided upon through City Council on a permitted regulatory ordinance.

Kappa Rourke shared that he represents businesses all over the state that sell these products and further shared his knowledge of the products.

Councilmember Gordon shared that he did not want the Interim Ordinance to go on for too long. There was continued discussion regarding the length of time for the research.

A motion was made by Bergley, seconded by Collison to approve the interim ordinance as presented. Motion carried 4-0.

#### **2. Consideration of Amendments to City Code Chapter 188 and Chapter 230 for the Outdoor Archery Range**

**a. ORD-773 An Ordinance Amending Chapter 188; Hunting and Firearms**

**b. ORD-774 An Ordinance Amending Chapter 230; Parks and Recreation Areas**

City Administrator Josi Wood shared with the new archery range soon to open; it requires some amendments to City Code. 'C.' has been added to section 188-2 stating, "Persons using bow and arrows as permitted at the designated outdoor archery range, within the designated shooting area" and Chapter 230 for rules and regulations for the archery range area. The ordinances were reviewed by the Parks, Recreation and Culture Board Coordinator, Chief Muyres and CA Wood to ensure consistency with the items that will be used at the archery range. The rules and regulations will also

be posted at the Archery Range. The draft ordinance has been posted for the required ten (10) day requirement and staff recommends approval.

Councilmember Gordon pointed out a typo which was corrected in the Ordinance.

Motion by Collison, seconded by Gordon to approve K.2. a. and K.2. b. Motion carried 4-0.

**3. Resolution 2022-156** Approving a Conditional Use Permit for Installing a Paging Repeater and Antenna on the City Water Tower

City Administrator Josi Wood shared that a presentation was given at the August 16<sup>th</sup> Planning Commission meeting for a conditional use permit to help the Fire District and other emergency response partners from the County Sheriff's Office in allowing there to be a VHF paging repeater antenna placed on the City's water tower.

Motion by Bergley, seconded by Collison to approve resolution as presented. Motion carried 4-0.

**4. Resolution 2022-157** Approving a Special Event Permit Application for "Dual-A-Palooza"

City Administrator Josi Wood shared that Pump Republic is a new weight lifting gym that is open in the Dual Square Mall. They are requesting to hold a grand opening in the grassy area at the mall. The event is Saturday, October 1<sup>st</sup> from 10:00 a.m.-3:00 p.m. They plan to have giveaways, food, drinks and asking for a free will donation to give to the Isanti and Cambridge emergency response units. Republic is also trying to get a few vendors to come out to the event.

Motion by Bergley, seconded by Collison to approve resolution as presented. Motion carried 4-0.

**Finance Director Mike Betker**

**5. Resolution 2022-158** Setting the 2023 Final Budget and Levy Meeting

**6. Resolution 2022-159** Approving the 2023 Preliminary Budget for the City of Isanti

**7. Resolution 2022-160** Adopting the Proposed 2022 Tax Levy Collectible in 2023 for the City of Isanti

Finance Director Mike Betker shared the proposed preliminary property tax levy is \$4,042,954 and reflects an increase in the preliminary taxable market value for 2023 of 26.1%. The City will receive updated property tax values in December from the County. The proposed preliminary property tax rate is 57.61%. A decrease of 2.37% from 2022. The 15-year average tax rate from 2008 through 2022 is 66.70%.

Betker further shared that as discussed in prior work sessions, other non-levy General Fund revenue sources have been adjusted to reflect prior year trends, rates per the fee schedule, and known agreements.

General Fund expenditures have been adjusted based on prior year actual costs, current year expenditures through June, actual maintenance agreements and contracts costs. All wages include an estimated COLA for 2023 due to ongoing labor negotiations and include the necessary step increases, where applicable. Dental Insurance, Worker's Compensation, Property/ Liability/ Volunteer Insurance and Life/AD&D Insurance have all been adjusted to reflect premiums paid in 2022 and any necessary inflationary factor was applied. Health Insurance is projected to increase 15.0%. Final renewal numbers on Health Insurance scheduled to be available early October.

Motion by Bergley to approve K.5., K.6. and K.7., seconded by Collison. Motion carried 4-0.

#### **L. Approve Consent Agenda**

1. Payroll in the Amount of \$260,110.64 and Accounts Payable in the Amount of \$651,508.01
2. **Resolution 2022-161** Approving Resignation of Liquor Store Clerk II Kenneth Frost
3. **Resolution 2022-162** Approving Resignation of Part-Time Police Officer Kevin Stahl
4. **Resolution 2022-163** Removing Alexander Collins from the Planning Commission and to Advertise to Fill the Vacant Planning Commission Seat
5. **Resolution 2022-164** Extending the Site Plan Approval Regulated by the Conditional Use Permit as Approved in Resolution 2003-098 for Construction Purposes at the Isanti Primary School
6. **Resolution 2022-165** Approving the Site Plan for the Isanti Primary School to Allow the Addition of a Temporary Classroom as Allowed in the Conditional Use Permit Approved Through Resolution 2003-098
7. **Resolution 2022-166** Approving Capital Improvement Plan Fund Amendment
8. **Resolution 2022-167** Approving Agreement for Credit Card Payment Processing Service Provider

Mayor Johnson asked Council for discussion on if they would like to move forward with L.4.

City Administrator Josi Wood shared that per City Code 8-6. Planning Commission Section E (3) states: "Absence from any three meetings in a twelve-month period, unless excused in advance by the Chair, constitutes a vacancy. In the event of any vacancy, the City Council shall appoint a person to complete the unexpired term." Therefore, the City would post the vacancy and then go through Council to appoint an individual to the vacant seat.

Wood further shared that Mr. Collins has had more than three (3) unexcused absences as well as a number of excused absences. Therefore, staff felt it was time to bring to Council to term out the seat and open it up as a vacancy.

Councilmember Gordon asked if Mr. Collins had been made aware the he cannot miss more than three (3) meetings.

Wood shared that Collins was sent an email from staff informing him of the attendance requirements in City Code for the Planning Commission and that he may reapply for the Planning Commission if that is his desire.

Motion by Collison, seconded by Bergley to approve the consent agenda as presented. Motion carried 4-0.

#### **M. Other Communications**

None

#### **Adjournment**

A motion was made by Bergley, seconded by Collison to adjourn. Motion carried 4-0.

Meeting adjourned at 8:07 p.m.

Respectfully Submitted,

Jaden Strand

Jaden Strand  
City Clerk

City of Isanti

Gross Payroll	104,737.31
Social Security & Medicare	6,074.05
Public Employees Retirement	10,560.05
Total City Expense	<u><u>121,371.41</u></u>

Pay Date 9/16/2022

Pay Period 19 (8/28-9/10/22)

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/22	09/07/2022	59125	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	870.00
09/22	09/07/2022	59126	1231	ACE SOLID WASTE INC	101-20200	1,023.15
09/22	09/07/2022	59127	2873	ADAPCO LLC	101-20200	2,066.07
09/22	09/07/2022	59128	2863	AMAZON CAPITAL SERVICES	101-20200	168.96
09/22	09/07/2022	59129	2030	ARTISAN BEER COMPANY	609-20200	391.80
09/22	09/07/2022	59130	53	BELLBOY CORPORATION	609-20200	990.75
09/22	09/07/2022	59131	9	BERNICKS PEPSI-COLA	609-20200	5,023.67
09/22	09/07/2022	59132	2319	BREAKTHRU BEVERAGE OF MN	609-20200	8,798.51
09/22	09/07/2022	59133	2487	CAPITOL BEVERAGE SALES	609-20200	1,217.98
09/22	09/07/2022	59134	1198	CENTER POINT ENERGY	601-20200	749.11
09/22	09/07/2022	59135	1629	CITY OF ISANTI	226-20200	15,489.33
09/22	09/07/2022	59136	918	CRYSTAL SPRINGS ICE	609-20200	221.50
09/22	09/07/2022	59137	8	DAHLHEIMER DISTRIBUTING CO	609-20200	13,853.50
09/22	09/07/2022	59138	257	EARL F ANDERSEN - DIV OF SAFETY SIGNS	101-20200	164.70
09/22	09/07/2022	59139	912	FASTENAL COMPANY	101-20200	17.54
09/22	09/07/2022	59140	385	FEDERATED CO-OPS INC	101-20200	32.94
09/22	09/07/2022	59141	2830	GDO LAW	101-20200	4,083.33
09/22	09/07/2022	59142	134	GOPHER STATE ONE-CALL INC	601-20200	149.85
09/22	09/07/2022	59143	739	HACH COMPANY	601-20200	576.60
09/22	09/07/2022	59144	3162	INTEGRATED FIRE & SECURITY INC	609-20200	617.84
09/22	09/07/2022	59145	7	JOHNSON BROTHERS LIQUOR CO	609-20200	10,352.12
09/22	09/07/2022	59146	5	KAWALEK TRUCKING	609-20200	324.80
09/22	09/07/2022	59147	1773	KLERSY, SCOT	101-20200	283.96
09/22	09/07/2022	59148	136	LEAGUE OF MN CITIES	101-20200	7,752.00
09/22	09/07/2022	59149	136	LEAGUE OF MN CITIES	101-20200	30.00
09/22	09/07/2022	59150	2762	LEGACY SECURITY TECHNOLOGY INC	609-20200	512.85
09/22	09/07/2022	59151	1479	LOFFLER -131511	108-20200	94.11
09/22	09/07/2022	59152	17	MCDONALD DISTRIBUTING CO	609-20200	16,915.10
09/22	09/07/2022	59153	616	MENARDS - CAMBRIDGE	101-20200	58.36
09/22	09/07/2022	59154	2978	MILBANK WINWATER WORKS	601-20200	13,849.98
09/22	09/07/2022	59155	2116	MINUTEMAN PRESS	101-20200	846.50
09/22	09/07/2022	59156	1180	MLB PRINTING INC	101-20200	85.00
09/22	09/07/2022	59157	176	MN DEPT OF REVENUE	101-20200	44,400.00
09/22	09/07/2022	59158	329	MN RURAL WATER ASSN	601-20200	765.00
09/22	09/07/2022	59159	2080	MVTL LABORATORIES INC	602-20200	627.19
09/22	09/07/2022	59160	2992	NEXTERA COMMUNICATIONS	609-20200	321.31
09/22	09/07/2022	59161	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,034.38
09/22	09/07/2022	59162	12	POSTMASTER	603-20200	2,640.00
09/22	09/07/2022	59163	2341	RED BULL DISTRIBUTION CO INC	609-20200	274.55
09/22	09/07/2022	59164	3120	ROOTSTOCK WINE COMPANY	609-20200	422.12
09/22	09/07/2022	59165	1653	SHR SALES	101-20200	35.98
09/22	09/07/2022	59166	2396	SOUTHERN GLAZERS OF MN	609-20200	3,102.06
09/22	09/07/2022	59167	2554	SPECIALTY SOLUTIONS	226-20200	189.23
09/22	09/07/2022	59168	2856	STRAND, JADEN	609-20200	39.98
09/22	09/07/2022	59169	2156	SUMMIT FIRE PROTECTION	101-20200	983.00
09/22	09/07/2022	59170	2598	T.A. SCHIFSKY & SONS INC	101-20200	451.38
09/22	09/07/2022	59171	2944	UNIFIRST CORPORATION	101-20200	919.08
09/22	09/07/2022	59172	1820	URBANS HARDWARE INC	601-20200	536.90
09/22	09/07/2022	59173	2027	US INTERNET	603-20200	57.80
09/22	09/07/2022	59174	950	USABUEBOOK	602-20200	223.03
09/22	09/07/2022	59175	686	VERIZON WIRELESS	101-20200	1,618.18
09/22	09/07/2022	59176	42	VIKING COCA-COLA BOTTLING CO	609-20200	325.05
09/22	09/07/2022	59177	4	WATSON CO INC	609-20200	2,336.72

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/22	09/07/2022	59178	1922	WEX BANK	101-20200	5,691.25
09/22	09/07/2022	59179	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,950.00
09/22	09/07/2022	59180	780	WINE MERCHANTS	609-20200	2,182.77
09/22	09/07/2022	59181	2626	WW GOETSCH	603-20200	455.00
Grand Totals:						183,193.87

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/22	09/13/2022	59186	3038	ALLIANCE BUILDING CORPORATION	609-20200	20,000.00
09/22	09/13/2022	59187	494	ALLINA HEALTH SYSTEM	603-20200	65.00
09/22	09/13/2022	59188	53	BELLBOY CORPORATION	609-20200	3,224.85
09/22	09/13/2022	59189	9	BERNICKS PEPSI-COLA	609-20200	1,961.94
09/22	09/13/2022	59190	1500	BOLTON & MENK INC	505-20200	46,947.07
09/22	09/13/2022	59191	851	CASH	101-20200	82.49
09/22	09/13/2022	59192	1822	CENTURYLINK BUSINESS SERVICES	101-20200	10.52
09/22	09/13/2022	59193	2751	CMS MONITORING	101-20200	60.00
09/22	09/13/2022	59194	918	CRYSTAL SPRINGS ICE	609-20200	515.20
09/22	09/13/2022	59195	8	DAHLHEIMER DISTRIBUTING CO	609-20200	32,939.42
09/22	09/13/2022	59196	3100	DW COMPANIES LLC	603-20200	4,950.00
09/22	09/13/2022	59197	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	85.23
09/22	09/13/2022	59198	2028	FURTHER	101-20200	33.10
09/22	09/13/2022	59199	3140	GARPHISH BREWING COMPANY	609-20200	396.00
09/22	09/13/2022	59200	3247	GILA LLC	101-20200	99.95
09/22	09/13/2022	59201	739	HACH COMPANY	601-20200	257.60
09/22	09/13/2022	59202	160	HAWKINS INC	601-20200	5,369.71
09/22	09/13/2022	59203	1891	ISANTI AREA JOINT FIRE DISTRICT	609-20200	3,784.48
09/22	09/13/2022	59204	270	ISANTI READY MIX INC	603-20200	355.00
09/22	09/13/2022	59205	7	JOHNSON BROTHERS LIQUOR CO	609-20200	12,569.72
09/22	09/13/2022	59206	5	KAWALEK TRUCKING	609-20200	152.00
09/22	09/13/2022	59207	3172	LAMAR COMPANIES	609-20200	250.00
09/22	09/13/2022	59208	1479	LOFFLER COMPANIES INC	108-20200	238.45
09/22	09/13/2022	59209	17	MCDONALD DISTRIBUTING CO	609-20200	5,166.50
09/22	09/13/2022	59210	2500	METRO SALES INC	101-20200	212.50
09/22	09/13/2022	59211	1536	MINNESOTA DEED	219-20200	833.33
09/22	09/13/2022	59212	2208	MINNESOTA EQUIPMENT INC	603-20200	141.09
09/22	09/13/2022	59213	2842	MN PEIP	861-20200	34,799.34
09/22	09/13/2022	59214	3220	MORRELL MANUFACTURING INC	920-20200	1,220.95
09/22	09/13/2022	59215	870	M-R SIGN CO INC	101-20200	171.52
09/22	09/13/2022	59216	2080	MVTL LABORATORIES INC	602-20200	275.33
09/22	09/13/2022	59217	838	NORTHLAND SECURITIES INC	409-20200	3,000.00
09/22	09/14/2022	59218	3200	OLSON, ALYSSA	101-20200	.00 V
09/22	09/13/2022	59219	2553	O'REILLY	603-20200	105.89
09/22	09/13/2022	59220	3149	ORIGIN WINE & SPIRITS	609-20200	240.00
09/22	09/13/2022	59221	617	PAUSTIS & SONS	609-20200	894.25
09/22	09/13/2022	59222	44	PHILLIPS WINE & SPIRITS INC	609-20200	809.91
09/22	09/13/2022	59223	2396	SOUTHERN GLAZERS OF MN	609-20200	3,650.00
09/22	09/13/2022	59224	315	ST PAUL STAMP WORKS	101-20200	20.25
09/22	09/13/2022	59225	1361	STAPLES ADVANTAGE	609-20200	332.35
09/22	09/13/2022	59226	73	STAR	101-20200	10.50
09/22	09/13/2022	59227	1290	THE AMBLE GROUP	603-20200	188.50
09/22	09/13/2022	59228	626	THE WINE COMPANY	609-20200	543.00
09/22	09/14/2022	59229	919	UPS	601-20200	.00 V
09/22	09/13/2022	59230	42	VIKING COCA-COLA BOTTLING CO	609-20200	641.80
09/22	09/13/2022	59231	1286	VINOCOPIA INC	609-20200	131.25
09/22	09/13/2022	59232	4	WATSON CO INC	609-20200	2,153.71
09/22	09/13/2022	59233	2475	WHITE BEAR IT SOLUTIONS LLC	614-20200	22,990.00
Grand Totals:						212,879.70



Report Criteria:  
Report type: Summary  
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/22	09/14/2022	59185	3200	OLSON, ALYSSA	101-20200	1,732.50
09/22	09/14/2022	59218	3200	OLSON, ALYSSA	101-20200	1,732.50- V
09/22	09/14/2022	59229	919	UPS	601-20200	.97- V
Grand Totals:						.97-

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_  
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City Recorder: \_\_\_\_\_

**RESOLUTION 2022-XXX**

**ACCEPTING FULL-TIME POLICE OFFICER DUSTEN NOREEN  
LETTER OF RESIGNATION**

**WHEREAS**, Police Officer Dusten Noreen has submitted a letter of resignation to the City of Isanti on September 9, 2022; and,

**WHEREAS**, the effective date of this resignation is September 24, 2022; and,

**WHEREAS**, Dusten Noreen is leaving employment in good standing,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota, to hereby approve as follows:

1. That the resignation of Dusten Noreen is hereby accepted effective September 24, 2022.
2. That Human Resources and Police Chief are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 20<sup>th</sup> day of September 2022.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand, City Clerk

**RESOLUTION 2022-XXX**

**APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR RUM  
RIVER BMX 50/50 RAFFLE FOR OCTOBER 29, 2022**

**WHEREAS**, the City has received an application for exempt gambling permit from Rum River BMX to hold an event on October 29, 2022 at Rum River BMX, Isanti, MN; and,

**WHEREAS**, the applicant estimates the value of prizes to be awarded is \$1,500 for the event; and,

**WHEREAS**, the City of Isanti has no objection to the conduct of lawful gambling by the applicant, in accordance with law, at the designated location; and,

**WHEREAS**, the applicant, Jay Bossen, has successfully passed a background check by the Isanti Police Department;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permit is approved for the following date: October 29, 2022 at Rum River BMX;

This Resolution is hereby approved by the Isanti City Council this 20<sup>th</sup> day of September 2022.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk



## Isanti Police Department Monthly Report

**August 2022**

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	10	59
Assault	1	17
Vandalism/Damage to Property	3	20
Narcotics	0	23
Burglary	3	7
Domestics	2	26
Crim Sex	1	6
Robbery	0	0
Loud Party/Disturbance	6	61
Medical	35	312
Permit to Purchase	6	65
Security Check / Extra Patrol	488	3,647

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	12	99
DUI	1	7
Accidents	13	85
Hit & Run	0	6
Warrant P/U	3	34
Speed	2	54
DAR/DAS	17	164
Administrative Citations (Including Speed)	0	41

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	106,867	754	4,152
Ford Explorer 224 *	104,354	957	2,458
Ford F150 225	58,779	3,124	6,946
Chevy Impala 223	104,897	328	2,182
Dodge Durango 226 **	50,024	2,229	7,679
Dodge Durango 227	57,373	865	8,929
Dodge Durango 228	37,787	761	10,145
Chevy Tahoe 229	24,930	1,559	10,364
Dodge Charger 230	13,932	2,014	11,959

\* Last Mileage Reported in April

\*\* Last Mileage Reported in June

CEZT REPORT AUGUST 2022													
TOTAL CASES THIS YEAR AT END OF MONTH													
NEW CASES THIS MONTH													
CARRIED FORWARD FROM PREVIOUS MONTH													
NEW CASES + CARRIED FWD													
CLOSED THIS MONTH													
ACTIVE END OF MONTH (NOT INCL CITATIONS)													
CAN - Prohibited Animals/87.1													
CCV - Comm Vehicle storage/227-9/10													
CDO - Dogs													
CPA - Park & Store/227-8													
CSN - Snow Removal/216-2-Q													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H2O - Water Restrictions/325-17-C													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/216-4-L													
NGR - Grass/Weed Length/216-2-H													
Nuisance Junk/Rubbish/216-2-L													
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or expired tabs/216-2-L													
ZAC - Accessory Building /445, SEC 6, SUB 6, C													
ZFE - Fence/216-4-A-(16)													
Zoning/ § 445 Section 15, Subdivision. 5-C-4.													
Other/216-4-A-(4)													
Other/445- Sec 7: Art 2: Sub 4													
MISDEMEANOR CITATIONS ISSUED THIS MONTH													
ACTIVE CITATIONS END OF MONTH													
COMPLIANCE LETTERS MAILED THIS MONTH													
ABATED PROPERTIES THIS MONTH													

CITY OF ISANTI MONTHLY REPORT

August 2022

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	40	148	\$0.00	\$0.00	\$40.00	\$75.00	\$3,200.00	\$12,240.00		
DECK	5	24	\$0.00	\$0.00	\$5.00	\$9.00	\$1,500.00	\$6,982.50		
LL FINISH	2	17	\$0.00	\$0.00	\$225,000.00	\$2.00	\$600.00	\$4,938.00		
REMODEL / ADDITION	1	7	\$5,000.00	\$260,000.00	\$2.50	\$2.50	\$202.95	\$4,928.65		
GARAGE / SHED	0	2	\$0.00	\$140,000.00	\$0.00	\$57.50	\$0.00	\$2,661.45		
MISCELLANEOUS	9	141	\$0.00	\$4,000.00	\$9.00	\$27.00	\$790.00	\$15,068.88		
SINGLE DWELLINGS	5	51	\$1,029,221.59	\$11,437,863.83	\$514.62	\$1,016.57	\$13,687.90	\$145,773.00		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	8	102	\$0.00	\$0.00	\$8.00	\$25.00	\$600.00	\$7,650.00		
PLUMBING	9	81	\$0.00	\$0.00	\$9.00	\$20.00	\$726.00	\$6,534.00		
<b>RESIDENTIAL TOTAL</b>	<b>79</b>	<b>573</b>	<b>\$1,034,221.59</b>	<b>\$12,066,863.83</b>	<b>\$590.12</b>	<b>\$1,236.57</b>	<b>\$21,306.85</b>	<b>\$206,776.48</b>		
COMMERCIAL										
NEW BUILDINGS	0	2	\$0.00	\$1,711,477.00	\$0.00	\$0.00	\$0.00	\$12,619.20		
REMODEL / ADDITION	0	4	\$0.00	\$16,500.00	\$0.00	\$2.50	\$0.00	\$1,279.95		
PLUMBING	3	13	\$15,000.00	\$42,000.00	\$10.40	\$17.65	\$332.00	\$1,736.50		
MECHANICAL	3	7	\$0.00	\$114,612.00	\$19.50	\$19.50	\$630.00	\$3,756.65		
ROOF / SIDING	2	3	\$106,000.00	\$140,173.00	\$53.00	\$70.09	\$1,382.00	\$1,917.00		
MISCELLANEOUS	5	27	\$0.00	\$3,688.00	\$4.00	\$5.00	\$375.00	\$7,388.61		
<b>COMMERCIAL TOTAL</b>	<b>13</b>	<b>56</b>	<b>\$121,000.00</b>	<b>\$2,028,450.00</b>	<b>\$86.90</b>	<b>\$114.74</b>	<b>\$2,719.00</b>	<b>\$28,697.91</b>		
<b>RESIDENTIAL/COMMERCIAL TOTAL</b>	<b>92</b>	<b>629</b>	<b>\$1,155,221.59</b>	<b>\$14,095,313.83</b>	<b>\$677.02</b>	<b>\$1,351.31</b>	<b>\$24,025.85</b>	<b>\$235,474.39</b>	<b>\$53,465.00</b>	<b>\$561,422.00</b>

YEARLY BUILDING PERMIT COMPARISONS

THRU 8/31/2022

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	311	25	0	0	\$6,099,434.06	\$109,478.42	\$167,643.00
2016	417	49	0	4	\$16,709,769.82	\$232,549.92	\$497,819.88
2017	475	62	0	1	\$12,069,661.50	\$204,519.45	\$489,648.80
2018	496	66	0	2	\$17,494,372.86	\$269,013.08	\$380,152.00
2019	494	57	0	1	\$12,851,393.56	\$220,335.78	\$323,654.00
2020	646	64	0	0	\$12,693,163.42	\$243,123.22	\$364,083.00
2021	618	51	0	1	\$12,842,066.73	\$211,234.65	\$331,196.00
2022	629	51	0	2	\$14,095,313.83	\$235,474.39	\$361,422.00

MONTHLY COMPARISON FOR 2022

Month	# Permits	Permit Value	Permit Fees
January	41	\$1,368,234.21	\$18,181.30
February	56	\$1,465,212.46	\$26,286.00
March	55	\$1,397,062.55	\$20,450.60
April	80	\$3,069,173.27	\$41,680.00
May	104	\$2,762,554.76	\$48,291.90
June	105	\$1,742,267.30	\$32,294.01
July	75	\$827,001.69	\$18,223.23
August	92	\$1,155,221.59	\$24,025.85
September	21	\$308,586.00	\$6,041.50
October	0	\$0.00	\$0.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
<b>Totals</b>	<b>629</b>	<b>\$14,095,313.83</b>	<b>\$235,474.39</b>



## MEMORANDUM

**Date:** September 14, 2022  
**To:** Honorable Mayor Johnson and Members of the City Council  
**From:** Jason W Cook, P.E.  
City Engineer  
**Subject:** Project Status Report  
Project No.: 0R1.126218

Please find listed below a status report of the current projects in the City of Isanti:

- 1) **2022 Pavement Management Project**  
The fog seal and striping is planned this month.
- 2) **Brookview South 1-4 Addition Rehabilitation**  
The dead sod will be replaced this month. The final assessment process will be completed this fall.
- 3) **Heritage Blvd & 8<sup>th</sup> Avenue Pedestrian Crossing**  
We have submitted the concept layout and cost estimate to the County for review.
- 4) **Legacy Pines 3<sup>rd</sup> Addition**  
Punchlist items will be completed this month.
- 5) **Fairway Greens North Development 1<sup>st</sup> & 2<sup>nd</sup> Addition**  
This project is substantially complete. Punchlist items will be completed this month. The final lift of pavement will go on next year.
- 6) **Fairway Greens South Development**  
The owner has requested to extend the deadline to record the plat to this fall.
- 7) **MS4 Implementation**  
We will continue to assist the City as requested to meet MS4 requirements.
- 8) **Main Street Reconstruction**  
This project is complete.

Please contact me if you have any questions.



September 13, 2022

## **SUMMARY OF TENTATIVE AGREEMENT**

### **City of Isanti and International Union of Operating Engineers, Local 49**

#### **1. Articles 6.9, 13.1, 13.2 – Probation**

The parties agree to increase the probationary period from six (6) months to one (1) year. This results in amendments to Articles 6.9, 13.1, and 13.2 as follows:

6.9 PROBATIONARY PERIOD: Means ~~six (6) months~~ one (1) year from the EMPLOYEE's date of hire. The probationary period for promoted or reassigned EMPLOYEES will last for ~~six (6) months~~ one (1) year from date of promotion or reassignment.

\*\*\*

13.1 All newly hired or rehired EMPLOYEES will serve ~~six (6) months~~ one (1) year probationary period.

13.2 All EMPLOYEES will serve a ~~six (6) month's~~ one (1) year probationary period in any job classification in which the EMPLOYEE has not served a probationary period.

#### **2. Article 15.3 – Job Posting**

15.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience, as well as the right of final decision regarding initial placement on the salary schedule up to the Year 2 step.

(The parties also agree to enter into a MOU making the amended Article 15.3 effective to hires occurring prior to January 1, 2023.)

#### **3. Article 17 – Health Insurance**

Article 17 is replaced in its entirety with the following language:



17.1 Health Insurance. The EMPLOYER will provide a health and medical care insurance program to all full-time EMPLOYEES. The EMPLOYER will pay 100% of the premium for single coverage health insurance. EMPLOYEES choosing dependent care health coverage will be required to pay according to the current City policy in place as of 3/24/10. Essentially EMPLOYEE contributions toward the premium costs of dependent coverage will increase by the same percentages as the City's overall policy cost increase for the foreseeable future, however it is agreed that the current contribution policy will continue beyond the term of this AGREEMENT only if re-negotiated and agreed upon as part of any future labor agreement between the EMPLOYER and the UNION. Part-time EMPLOYEES regularly scheduled to work thirty (30) hours or more per week shall receive pro-rata health insurance benefits. The EMPLOYER shall have sole discretion in choosing and designating the health and medical care group insurance plan, provided that such plan shall be the same plan as available to non-union EMPLOYEES of the City, and shall provide coverage and benefits at least equivalent to the coverages provided under the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the EMPLOYER will offer EMPLOYEES the choice of coverage pursuant to the PEIP Advantage Health Plan and the PEIP HSA Compatible Plan.

17.1.1 For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. The amount will be pro-rated if less than a full year is worked. This provision shall sunset effective December 31, 2025.

17.1.2 For the duration of 2023-2025 collective bargaining agreement only, the City will continue to offer a \$443.75 per month taxable Opt-Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of certification for proof of coverage pursuant to City policy. This provision shall sunset effective December 31, 2025.

17.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for, life insurance in the amount of \$25,000.00 for each full-time employee.

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

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

**4. Article 18.1 – Holidays**

Article 18.1 is amended as follows:

18.1 Full-time EMPLOYEES shall receive the following holidays:

New Years Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Memorial Day	1/2-day Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday
<u>Good Friday</u>	

**5. Article 20.1 – Vacation Accrual**

a. Section 20.1 is replaced in its entirety with the following language:

20.1 Full-time EMPLOYEES shall earn vacation leave as follows:

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

**6. Article 22 – Sick Leave**

22.4 To be eligible for sick leave with pay, an EMPLOYEE shall do the following:

- a. Report as soon as possible to their Department Head the reason for their absence.
- b. Keep their Department Head informed of their condition and if the absence is of more than three (3) ~~five (5)~~ days duration submit a medical certificate for the absence.

**7. Article 24 – Uniforms**

Article 24.2 is replaced in its entirety with the following language:

24.2 The EMPLOYER agrees to provide four hundred twenty five dollars (\$425.00) per year to EMPLOYEE for steel toed safety boots, rain gear, winter head gear, gloves, jackets, and bib overalls. The \$425 allowance will be paid in the first paycheck in January of each year in the contract.

**7. Article 28 – Duration**

Amend Article 28.1 as follows:

28.1 This **AGREEMENT** shall be effective as of January 1, ~~2023~~2020, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2025 2022.

**8. Miscellaneous / Cleanup Items**

Article 8.5: Correct title of Public Services Director

Article 8.5 Amend references to pager to on-call phone/devices

Throughout: Remove references to AFL-CIO

**9. Wages and Wage Adjustments**

a. Market Adjustment: Effective January 1, 2023, adoption of new salary scale consistent with City Compensation Study (Maintenance Tech I and Maintenance Tech II placed on steps 1-7 of grades 8 and 11, respectively, and Equipment Mechanic and Working Foreman/Leadman placed on steps 2-8 of grades 12 and 13, respectively):

b. General Wage Adjustments:

2023: 4%

2024: 3.75%

2025: 3.5%

c. Appendix A Wage Schedule:

See attached.

d. Longevity



Longevity pay is based upon full length of service as a full-time employee in the City of Isanti from date of hire into the bargaining unit. Effective January 1, 2023, full time employees will receive longevity pay in accordance with the following schedule:

10 Years of Service – Two Percent (2%) above base wage rate  
15 Years of Service – Four Percent (4%) above base wage rate

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

e. Utility Lead Assignment Premium

The parties agree the premium rate for the Utility Lead assignment shall increase to \$1.50 per hour effective January 1, 2023.

**THE UNDERSIGNED AGREE THAT THIS DOCUMENT REPRESENTS THE  
TENTATIVE AGREEMENT REACHED BETWEEN THE CITY AND THE  
UNION DURING THE MEDIATION OCCURRING SEPTEMBER 13, 2022**

**CITY OF ISANTI**

Date: \_\_\_\_\_ by \_\_\_\_\_

Its \_\_\_\_\_

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49**

Date: \_\_\_\_\_ by \_\_\_\_\_

Its \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Isanti ("City") and International Union of Operating Engineers, Local No 49 ("Union"). The City and the Union are hereinafter referred to collectively as the parties.

WHEREAS, the Union is the exclusive representative of all public works employees of the City who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding clerical, engineering, supervisory, confidential, and all other employees; and

WHEREAS, the parties have entered into a collective bargaining agreement ("CBA") covering the period of January 1, 2020 through December 31, 2022, which governs the terms and conditions of employment for City employees within the bargaining unit represented by the Union; and

WHEREAS, the parties have negotiated a successor collective bargaining agreement ("Successor CBA") covering the period of January 1, 2023 through December 31, 2025, which will govern the terms and conditions of employment for City employees within the bargaining unit represented by the Union effective January 1, 2023; and

WHEREAS, the Successor CBA contains new contract language pertaining to the probationary period for employees within the bargaining unit as well as the placement of newly hired employees on the salary schedule; and

WHEREAS, the City is currently engaged in the hiring process related to positions within the bargaining unit; and

WHEREAS, the parties wish to incorporate certain provisions contained in the Successor CBA into the CBA so that they are applicable to any hires related to positions within the bargaining unit occurring prior to January 1, 2023.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Immediate Implementation of Certain Contract Language from Successor CBA.** The parties agree that the certain contract language from the Successor CBA shall be implemented as follows, effective immediately upon execution of this MOU:

A. Article 6.9 is replaced with the following language:

- 6.9 **PROBATIONARY PERIOD:** Means one (1) year from the EMPLOYEE's date of hire. The probationary period for promoted or reassigned EMPLOYEES will last for one (1) year from date of promotion or reassignment.

B. Articles 13.1 and 13.2 are replaced with the following language:

- 13.1 All newly hired or rehired EMPLOYEES will serve a one (1) year probationary period.
- 13.2 All EMPLOYEES will serve a one (1) year probationary period in any job classification in which the EMPLOYEE has not served a probationary period.

C. Article 15.3 is replaced with the following language:

- 15.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience, as well as the right of final decision regarding initial placement on the salary schedule up to the Year 2 step.

2. **Duration.** This MOU shall remain in effect until January 1, 2023, at which time the Successor CBA becomes effective.

3. **Not Precedent Setting.** The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.

4. **Mutual Drafting.** This MOU is the result of negotiations between the parties and, accordingly, shall not be construed for or against any party, regardless of which party drafted the MOU or any portion thereof. The MOU shall for all purposes be deemed to have been mutually drafted.


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

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

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

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL NO 49**

Dated: 9-19-, 2022

By:   
Its: B/A

**CITY OF ISANTI, MINNESOTA**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Mayor Jeff Johnson

RRM: 476790

**LABOR AGREEMENT**

**CITY OF ISANTI  
AND  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 49**

January 1, 2023 to December 31, 2025



## Contents

ARTICLE 1-PURPOSE OF AGREEMENT.....	3
ARTICLE 2- RECOGNITION .....	3
ARTICLE 3-UNION SECURITY.....	4
ARTICLE 4- EMPLOYER AUTHORITY.....	4
ARTICLE 5- EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE .....	4
ARTICLE 6-DEFINITIONS.....	7
ARTICLE 7-SAVINGS CLAUSE.....	8
ARTICLE 8-WORK SCHEDULES.....	8
ARTICLE 9- OVERTIME PAY.....	10
ARTICLE 10-CALL BACK.....	10
ARTICLE 11-RIGHT TO SUBCONTRACT.....	10
ARTICLE 12-DISCIPLINE.....	11
ARTICLE 13-PROBATIONARY PERIODS.....	11
ARTICLE 14-SAFETY.....	12
ARTICLE 15- JOB POSTING .....	12
ARTICLE 16-SENIORITY.....	12
ARTICLE 17- HEALTH INSURANCE.....	13
ARTICLE 18- HOLIDAYS.....	14
ARTICLE 19- PART-TIME AND SEASONAL EMPLOYEES.....	14
ARTICLE 20- VACATIONS.....	15
ARTICLE 21- JURY DUTY.....	16
ARTICLE 22- SICK LEAVE.....	16
ARTICLE 23- FUNERAL LEAVE.....	17
ARTICLE 24- UNIFORMS.....	17
ARTICLE 25-UTILITY COMPUTER OR SPECIALIZED EQUIPMENT TRAINING.....	17
ARTICLE 26- LOSS OF COMMERCIAL DRIVER'S LICENSE.....	17
ARTICLE 27- WAIVER.....	18
ARTICLE 28- DURATION.....	19
APPENDIX A- WAGES AND CLASSIFICATIONS .....	20

**LABOR AGREEMENT**  
**CITY OF ISANTI**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL NO. 49**

**ARTICLE 1**            **PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Isanti hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

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

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

**ARTICLE 2**            **RECOGNITION**

- 2.1     The EMPLOYER recognizes the UNION as the Exclusive Representative under Minnesota Statutes, Section 179.71, Subd. 3 for all public works EMPLOYEES of the City of Isanti who are public EMPLOYEES within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding clerical, engineering, supervisory, confidential EMPLOYEES, and all other EMPLOYEES.
- 2.2     In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3     Working Foreman/Leadman. The EMPLOYER and the Union recognize the job class of "Working Foreman/Leadman" as set forth in the job description reviewed and approved by the Bureau of Mediation Services, by its Unit Clarification Order dated February 13, 2009, BMS Case No. 09PCL0668, as a position included under the exclusive representation of the Union pursuant to the provisions of this Agreement.

### **ARTICLE 3**

### **UNION SECURITY**

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all EMPLOYEES authorizing in writing such deduction. The Union will inform the EMPLOYER of the applicable membership dues amount and initiation fees. These amounts will not change more than once per calendar year. Initiation fees, dues and other assessments shall commence thirty-one (31) days from the date of employment. The EMPLOYER shall provide a payroll deduction for EMPLOYEES to make a voluntary donation to the Local 49 Political Action Fund.
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate one EMPLOYEE from the bargaining unit to act as steward and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 3.5 The EMPLOYER agrees to make space available on the EMPLOYER bulletin board for posting of official UNION notice(s) and announcements.
- 3.6 The EMPLOYER agrees to make space available on the EMPLOYER'S premises to the UNION for meetings after business hours.

### **ARTICLE 4**

### **EMPLOYER AUTHORITY**

- 4.1 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.
- 4.2 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 5**

### **EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

#### **5.1 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.

5.2 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.

5.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURE

Grievances, as defined by Section 5.1, 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, and 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 the 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. The EMPLOYER and the Union, by mutual agreement, may utilize a grievance mediation process in an attempt to resolve a grievance before going to arbitration.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4 may be submitted to arbitration. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

The City and Union agree that a violation of the “On Call” provisions of the contract shall be considered a higher level violation and discipline shall begin at the written reprimand level.

#### 5.5 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 issues(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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator’s interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- 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.

#### 5.6 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.

## **ARTICLE 6**

## **DEFINITIONS**

- 6.1 UNION: The International Union of Operating Engineers, Local No. 49
- 6.2 EMPLOYER: The City of Isanti.
- 6.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 6.5 BASE PAY RATE: The EMPLOYEE's hourly pay rate including any other special allowance.
- 6.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 6.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period and after eight (8) hours within a 24-hour period will be compensated for at one and one-half (1 ½) times the EMPLOYEE's regular base pay. Approved time off by the EMPLOYER shall be considered hours worked in the calculation of overtime.
- 6.8 CALLBACK: Return of an EMPLOYEE to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 6.9 PROBATIONARY PERIOD: Means one (1) year from the EMPLOYEE's date of hire. The probationary period for promoted or reassigned EMPLOYEES will last for one (1) year from date of promotion or reassignment.
- 6.10 RESIGNATION IN GOOD STANDING: An EMPLOYEE leaving service with the EMPLOYER after giving a two week notice, providing the EMPLOYEE has not been discharged for misconduct.
- 6.11 ON CALL TIME: A time each week when one Public Works EMPLOYEE will be required to carry either or both of the following, cell phone/iPad, and be available during off-duty hours for immediate call-back, from 3:30 p.m. Monday afternoon for seven consecutive days until 7:00 a.m. the following Monday. The on-call EMPLOYEE must remain available during off-duty hours throughout the seven day period. The assigned on-call EMPLOYEE shall be required to respond to Isanti within forty-five (45) minutes. There will be a minimum of six (6) EMPLOYEES when the department has all positions filled to serve on an on-call rotation for the water and wastewater SCADA on-call which will include Maintenance Technician II and Foreman EMPLOYEES
- 6.12 REST DAYS: An EMPLOYEE's regularly scheduled days off, not including holidays or vacation days.
- 6.13 LEAD PAY: Pay to the individual selected by the Public Services Director to act in a supervisory role while the Public Services Director is out of town or

otherwise unavailable by phone to provide supervision and guidance. In the event the Public Services Director is absent and unavailable by phone; the Working Foreman will serve as the day to day supervisory Lead. In the absence of the Public Services Director and the Working Foreman, the assigned Utility Lead will serve as the day to day supervisory Lead. If the Public Services Director, the Foreman and the Utility Lead are all unavailable due to being out of town and unavailable by phone, then an appointed individual will serve as the supervisory Lead. This assignment will occur only when the Public Services Director, the Working Foreman and the Utility Lead are out of town or otherwise unavailable to supervise or provide work direction. When serving in the supervisory role as Lead, the appointed individual will receive Lead Pay as provided under the current Labor Agreement. This includes situations where the Public Services Director, Working Foreman, and the Utility Lead are on vacation over a weekend.

## **ARTICLE 7**            **SAVINGS CLAUSE**

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 provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## **ARTICLE 8**            **WORK SCHEDULES**

- 8.1     The sole authority in work schedules is the EMPLOYER.
- 8.2     The EMPLOYER will give seven (7) days advance notice to the EMPLOYEES affected by the establishment of scheduled shifts different from the EMPLOYEE's normal scheduled shift. If a seven (7) day notice is not given prior to a scheduled shift change, all hours worked outside of the normal scheduled work day shall be paid at one and one-half (1 ½) times the EMPLOYEES regular base pay.
- 8.3     In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.
- 8.4     The normal work day shall be eight (8) consecutive hours of work. The normal work week shall be five (5) consecutive days within a 7-day period. There shall be a fifteen (15) minute coffee break (approximately 9:30) in the morning of the shift and a thirty (30) minute lunch break (approximately 12:00) at the midpoint of the shift and a fifteen (15) minute break (approximately 2:30) in the afternoon. The afternoon break may be combined with the lunch break at the midpoint of the shift, EMPLOYEES will be allowed 10 minutes at the end of their shift for cleanup.
- 8.5     The EMPLOYER will establish a rotating schedule for on-call assignments. In the event of a change in this schedule, one (1) week's advance notice will be provided. The on-call EMPLOYEE will be available during that period for callbacks and the EMPLOYER will call that EMPLOYEE first should any call back be necessary.

The on-call EMPLOYEE shall be compensated one (1) hour at one and one-half (1 ½) times the EMPLOYEE's hourly base wage for each scheduled day, and three (3) hours at one and one-half (1 ½) times the EMPLOYEE's base wage per each rest day or holiday for scheduled daily rounds, if any. The on-call EMPLOYEE shall be compensated one (1) hour at one and one-half (1 ½) times the EMPLOYEE's base wage for any recognized holiday.

If a designated holiday is recognized on Monday, the on call EMPLOYEE shall carry the on-call phone/devices through Monday and relinquish the on-call phone/devices on the Tuesday after the holiday.

The EMPLOYEE scheduled to be on call is required to have the City-provided on-call phone/devices with them at all times and must be able to respond to the City within 45 minutes.

It is the responsibility of the on-call EMPLOYEE to determine the need for backup help. If backup help is needed, the on-call EMPLOYEE will call in backup persons. The on-call EMPLOYEE must attempt to contact the Public Services Director.

If the on-call EMPLOYEE responds to perform work for the City, they shall be entitled to a call back as defined in Article 10 – Call Back. The EMPLOYEE will be compensated at one and one-half (1 ½) times their current wage for all hours over the two (2) hour call back.

EMPLOYEEs shall have the ability to monitor and reset SCADA monitoring software from home, EMPLOYEEs shall reset the system from home as needed and shall receive one (1) hours pay at one and one-half (1 ½) times their regular rate for each day they are on-call.

EMPLOYEEs shall have the option to receive compensatory time in lieu of pay, not to exceed six (6) hours, during each on-call week.

- 8.6 Calls for troubleshooting issues, that can be resolved remotely shall be compensated as overtime and paid to the nearest ¼ hour per call. This only applies when an employee does not qualify for Call Back under Article 10 for the same call or during their assigned week of on call duty.
- 8.7 Mandatory compensatory time payment shall be provided to the EMPLOYEE for EMPLOYER scheduled week-end (rest days) or holiday rounds at a rate of one and one-half (1 ½) times the hours worked for scheduled rounds to a maximum of 80 hours.
- 8.8 Summer Work Schedule  
During the period Memorial Day thru Labor Day the regular work week shall consist of 4 ten (10) hour days Monday through Thursday 6:00 a.m. to 4:30 p.m. EMPLOYEEs must alternate their schedule to only allow half the of the staff off on Fridays unless approved by the Public Services Director. Notwithstanding the summer work schedule, the designated on-call EMPLOYEE shall work five (5) consecutive eight (8) hour days Monday through Friday 7:00 a.m. to 3:30 p.m. Overtime (except as to the designated on-call EMPLOYEE who shall be governed by the regular work schedule provisions as to overtime) shall be paid after ten (10)



hours in a day Monday through Friday and after forty (40) hours in a week. Employees shall be compensated for the contractual eight (8) hours of pay on all holidays and will be required to use leave or compensatory time to complete a schedule ten (10) hour holiday and forty (40) hour work week or respective eight (8) hour holiday and forty (40) hour work week for the designated on-call.

During the summer work schedule: Ten (10) hours will be deducted for each day of sick leave or vacation used for those days scheduled to work ten (10) hours. Eight (8) hours will be credited for each holiday and day of funeral leave during this schedule. Comp time or two (2) hours of vacation may be used to complete a holiday and two (2) hours of either sick leave or vacation may be used to complete a day of funeral leave.

## **ARTICLE 9**            **OVERTIME PAY**

- 9.1 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 9.2 Hours worked in excess of forty (40) hours within a seven (7) day period and after 8 hours within a 24 hour period will be compensated for at one and one-half (1 ½) times the EMPLOYEE's regular base pay.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.4 Overtime shall be distributed as equally as practicable between members of the bargaining unit.
- 9.5 For overtime assignments other than Saturday and Sunday 'rounds' as specified in Article 8.6, an EMPLOYEE may choose to receive compensatory time at the rate of one-half (1 ½) to a maximum accumulation of eighty (80) hours in lieu of monetary compensation.

## **ARTICLE 10**           **CALL BACK**

10.1 An EMPLOYEE called in for work at a time other than the EMPLOYEE's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1 ½) times the EMPLOYEES base rate of pay.

10.2 An EMPLOYEE called in for work at a time other than the EMPLOYEE's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1 ½) times the EMPLOYEES base rate of pay during the dates from June 1 through August 31.

## **ARTICLE 11**            **RIGHT OF SUBCONTRACT**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

## **ARTICLE 12**      **DISCIPLINE**

- 12.1 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
- 12.2 Suspension, demotions and discharges will be in written form.
- 12.3 Written reprimands, notices of suspensions, notices of demotion and notices of discharge which are to become part of an EMPLOYEE's personnel file will be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of such reprimands and/or notices.
- 12.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 12.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given adequate opportunity to have a UNION representative present at such questioning.
- 12.6 Grievances relating to this Article shall be initiated by the UNION at Step 2 of the grievance procedure under Article 5 of this AGREEMENT.

## **ARTICLE 13**      **PROBATIONARY PERIODS**

- 13.1 All newly hired or rehired EMPLOYEES will serve a one (1) year probationary period.
- 13.2 All EMPLOYEES will serve a one (1) year probationary period in any job classification in which the EMPLOYEE has not served a probationary period.
- 13.3 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 13.4 At any time during the probationary period a promoted or reassigned EMPLOYEE may be demoted or reassigned to the EMPLOYEE's previous position at the sole discretion of the EMPLOYER.

## **ARTICLE 14**

## **SAFETY**

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage EMPLOYEES to work in a safe manner.

The City will offer and provide at city cost Hepatitis B Shots for all Public Works EMPLOYEES during their probationary period.

## **ARTICLE 15**

## **JOB POSTING**

15.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that internal applicants:

15.11 Have the necessary qualifications to meet the standards of the job vacancy; and

15.12 Have the ability to perform the duties and responsibilities of the job vacancy.

15.2 EMPLOYEES filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 13 (PROBATIONARY PERIOD).

15.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience, as well as the right of final decision regarding initial placement on the salary schedule up to the Year 2 step.

15.4 Job vacancies within the designated bargaining unit will be posted for five (5) work days so that members of the bargaining unit can be considered for such vacancies.

15.5 Upon receiving a promotion to a new classification, an employee's pay rate shall be adjusted to the first step in the new classification, which is higher than the employee's current rate.

## **ARTICLE 16**

## **SENIORITY**

16.1 Seniority will be the determining criterion for lay offs only when all job-relevant qualification factors are equal.

16.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled EMPLOYEES shall have ten (10) working days after notification of recall by registered mail at the EMPLOYEE's last known address to report to work or forfeit all recall rights.

16.3 Seniority shall prevail in scheduling time off (comp or vacation) when put in before April 1 of calendar year for that year.

## **ARTICLE 17**

## **HEALTH INSURANCE**

17.1 Health Insurance. The EMPLOYER will provide a health and medical care insurance program to all full-time EMPLOYEES. The EMPLOYER will pay 100% of the premium for single coverage health insurance. EMPLOYEES choosing dependent care health coverage will be required to pay according to the current City policy in place as of 3/24/10. Essentially EMPLOYEE contributions toward the premium costs of dependent coverage will increase by the same percentages as the City's overall policy cost increase for the foreseeable future, however it is agreed that the current contribution policy will continue beyond the term of this AGREEMENT only if re-negotiated and agreed upon as part of any future labor agreement between the EMPLOYER and the UNION. Part-time EMPLOYEES regularly scheduled to work thirty (30) hours or more per week shall receive pro-rata health insurance benefits. The EMPLOYER shall have sole discretion in choosing and designating the health and medical care group insurance plan, provided that such plan shall be the same plan as available to non-union EMPLOYEES of the City, and shall provide coverage and benefits at least equivalent to the coverages provided under the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the EMPLOYER will offer EMPLOYEES the choice of coverage pursuant to the PEIP Advantage Health Plan and the PEIP HSA Compatible Plan.

17.1.1 For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. The amount will be pro-rated if less than a full year is worked. This provision shall sunset effective December 31, 2025.

17.1.2 For the duration of 2023-2025 collective bargaining agreement only, the City will continue to offer a \$443.75 per month taxable Opt-Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of certification for proof of coverage pursuant to City policy. This provision shall sunset effective December 31, 2025.

17.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for, life insurance in the amount of \$25,000.00 for each full-time employee.

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

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

## **ARTICLE 18**

## **HOLIDAYS**

18.1 Full-time EMPLOYEES shall receive the following holidays:

New Years Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday
Good Friday	

18.2 EMPLOYEE's required to work on holidays shall be paid one and one-half (1 ½) times the EMPLOYEE's base pay rate for hours worked. This is in addition to the EMPLOYEE's base pay.

18.3 In the event that a holiday falls on a Sunday, the following Monday shall be a paid holiday, and in any of these fall on a Saturday, the proceeding Friday shall be a paid holiday.

18.4 EMPLOYEES shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the EMPLOYEE is absent due to illness, accident, on vacation or approved paid leave.

18.5 Part-time EMPLOYEES regularly scheduled to work thirty (30) hours or more per week will receive pro-rata holiday benefits.

## **ARTICLE 19**

## **PART TIME AND SEASONAL EMPLOYEES**

19.1 Part-time EMPLOYEES Part-time EMPLOYEES regularly scheduled to work less than thirty (30) hours per week shall not be eligible for benefits under this AGREEMENT.

19.2 Seasonal EMPLOYEE. An EMPLOYEE who works in a position that is reasonably expected to be of a duration of not more than one hundred (100) working days within a twelve (12) month calendar period.

19.3 Rates of Pay. Seasonal EMPLOYEE's rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Administrator.

19.4 Benefits: Seasonal EMPLOYEES shall not be eligible for any benefits under this agreement except those which may be required by law.

19.5 Probation Period. All newly hired or rehired seasonal EMPLOYEES will serve a probationary period for the duration of their employment.

19.6 At any time during the probationary period, a newly hired or rehired seasonal EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.

- 19.7 Contract Provisions Applicable. Seasonal EMPLOYEES shall not be covered by those provisions of the contract relating to:

Article 5 – Grievance Procedure  
Article 10 – Call Back  
Article 12 – Discipline  
Article 16 – Seniority  
Article 17 – Insurance  
Article 18 – Holidays  
Article 20 – Vacations  
Article 22 – Sick Leave  
Article 24 – Uniform Allowance  
Appendix A – Salary Schedules

- 19.8 The City agrees to notify the union when any seasonal/temporary EMPLOYEE exceeds one hundred (100) working days within a twelve (12) month calendar period.
- 19.9 No seasonal/temporary EMPLOYEE will operate any equipment requiring a “CDL” or “B” license, or any equipment previously considered as heavy equipment. All overtime will be offered to full-time EMPLOYEES prior to seasonal/temporary EMPLOYEES, it being the intent of this provision that seasonal temporary EMPLOYEES may be assigned to any task for which they are qualified, at any times designated by the EMPLOYER, but shall not be assigned to work any overtime unless such overtime has first been offered to all available full time EMPLOYEES in the order of their seniority, and no full time EMPLOYEE chooses to accept the EMPLOYER’S offer for overtime work.
- 19.10 The City and the Union hereby agree that individuals working less than 100 days in a calendar year are not members of the bargaining unit. The wages, benefits and terms and conditions of employment for individuals working less than 100 days in a calendar year will be determined at the sole discretion of the City. In the event these individuals are deemed to be members of the bargaining unit by operation of the law or otherwise, the parties agree that the wages, benefits and terms and conditions of employment will be determined at the sole discretion of the City. Such individuals will not be assigned work requiring a CDL license or operate any off road equipment over 50 horsepower, with the exception of the tractor, progressive mower and skid steer with brush hog for storm pond maintenance work. Such individuals shall only be employed April through November.

## **ARTICLE 20**      **VACATIONS**

- 20.1 Full-time EMPLOYEES shall earn vacation leave as follows:

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

- 20.2 Part-time EMPLOYEES regularly scheduled to work thirty (30) or more hours per week will receive pro-rata vacation benefits.

## **ARTICLE 21**      **JURY DUTY**

EMPLOYEES required to serve on jury duty shall be allowed the difference of pay for all full days absent. An EMPLOYEE excused from jury duty prior to the end of the EMPLOYEE's duty day shall return to work.

## **ARTICLE 22**      **SICK LEAVE**

- 22.1 Every probationary and full-time EMPLOYEE will earn sick leave with pay at the rate of eight (8) hours for each calendar month of full time service. Sick leave may be accumulated to a maximum of four hundred eighty (480) hours and be granted in units of not less than one hour. EMPLOYEES may use sick leave for personal illness, as required by law, or with permission of the EMPLOYER.
- 22.2 Upon accrual of four hundred eighty (480) hours, the City shall on an annual basis, reimburse unused sick leave at the rate of one-half (1/2) of the EMPLOYEE's daily salary to a maximum of forty-eight (48) hours for those hours over the four hundred eighty (480) hours and upon termination, reimburse unused sick leave as outlined in the step that follows as "A". The sick leave time reimbursed by the City will be lost by the EMPLOYEE for accumulation purposes. The sick leave that is accumulated may be used only for sick leave purposes and the EMPLOYEE will not be reimbursed for unused sick leave except in the manner as described in this Article.
- A. Upon termination of an EMPLOYEE in good standing and with five (5) years of consecutive employment, shall be reimbursed one-half (1/2) pay for sick days not used to a maximum of four hundred eighty (480) hours.
- 22.3 Part-time EMPLOYEES regularly scheduled to work thirty (30) hours or more per week shall accrue pro-rata sick leave benefits.
- 22.4 To be eligible for sick leave with pay, an EMPLOYEE shall do the following:
- A. Report as soon as possible to their Department Head the reason for their absence.
- B. Keep their Department Head informed of their condition and if the absence is of more than three (3) days duration submit a medical certificate for the absence.

## **ARTICLE 23**

## **FUNERAL LEAVE**

- 23.1 The City shall grant leave with pay as specified within the City's Personnel Policy. The City shall grant leave with pay for a maximum of three (3) days for the death of the following family members of the EMPLOYEE:

Spouse, child, father, mother, spouse's mother, spouse's father, grandchild, sibling-in-law, sibling, grandparent, grandparent-in-law, step parent, step brother/sister, step child.

## **ARTICLE 24**

## **UNIFORMS**

- 24.1 The EMPLOYER will provide all EMPLOYER required uniform articles and equipment.
- 24.2 The EMPLOYER agrees to provide four hundred twenty five dollars (\$425.00) per year to EMPLOYEE for steel toed safety boots, rain gear, winter head gear, gloves, jackets, and bib overalls. The \$425 allowance will be paid in the first paycheck in January of each year in the contract.
- 24.3 The employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed during the course of the workday, except in those instances where the damage or loss is caused by the personal neglect of the employee. Replacement shall be for a similar item with proper receipt of purchase. Reimbursement will not exceed actual replacement value and will be within reasonable limits. The reimbursement cap will be set at \$100 annually per employee.

## **ARTICLE 25**

## **UTILITY COMPUTER OR SPECIALIZED EQUIPMENT TRAINING**

- 25.1 The City of Isanti will train all EMPLOYEEs in the use of utility computer and any other specialized equipment.

## **ARTICLE 26**

## **LOSS OF COMMERCIAL DRIVER'S LICENSE**

- 26.1 The purpose of this Article is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) rules and suspension of licenses affecting EMPLOYEE'S ability to perform work duties.

The following conditions will apply to no more than one (1) Public Works employee in the Local 49 Bargaining Unit at any given time.

- A. If an EMPLOYEE temporarily loses his/her driver's license and CDL, the EMPLOYER will accommodate the EMPLOYEE by assigning him/her to duties that do not require a driver's license/CDL, not to exceed twelve (12) months during the EMPLOYEE's tenure with the City, and not to exceed two



(2) driver's license revocations, suspensions and/or withdrawals as a result of driving violations.

- B. If the temporary loss of the EMPLOYEE's driver's license is the result of an alcohol-related offense, the EMPLOYEE will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the EMPLOYER. Any second or subsequent loss of driver's license and/or CDL privileges for drinking and driving offenses occurring during an EMPLOYEE's tenure with the City shall be deemed sufficient grounds for immediate termination of the offending EMPLOYEE's employment with the City.
- C. The application of the provisions of this Article will begin for an individual as of the date of his/her license revocation, suspension or withdrawal regardless of subsequent procedures contesting the revocation suspension or withdrawal.
- D. The provisions of this Article apply to driving violations outside the workplace.
- E. The provisions of this Article do not apply to the Department of Transportation's required random testing.
- F. A seventeen per cent (17%) decrease in pay will begin as of the revocation date. Any hourly wages not paid to an EMPLOYEE during the revocation of the EMPLOYEE's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.
- G. The EMPLOYEE must be able to obtain a State of Minnesota driver's license within 60 days.

## **ARTICLE 27**      **WAIVER**

- 27.1 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.
- 27.2 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 terms 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 or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 28**

**DURATION**

28.1 This **AGREEMENT** shall be effective as of January 1, 2023, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2025.

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

**FOR THE CITY OF ISANTI**

**FOR INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL NO. 49**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Manager  
Financial Secretary

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

\_\_\_\_\_  
Area Business Representative

\_\_\_\_\_  
Union Steward

# APPENDIX A

## WAGES AND CLASSIFICATIONS

Effective January 1, 2023 (Market + 4% COLA)							
Classification	Start	6 Months	Year 1	Year 2	Year 3	Year 4	Year 5 and thereafter
<i>Working Foreman/Leadman</i>	\$33.3097	\$34.3137	\$35.3399	\$36.3991	\$37.4914	\$38.6168	\$39.7753
<i>Equipment Mechanic</i>	\$30.6948	\$31.6106	\$32.5594	\$33.5414	\$34.5455	\$35.5826	\$36.6528
<i>Maintenance Technician II</i>	\$27.4620	\$28.2895	\$29.1391	\$30.0107	\$30.9155	\$31.8423	\$32.8022
<i>Maintenance Technician I</i>	\$21.4930	\$22.1329	\$22.7949	\$23.4790	\$24.1851	\$24.9133	\$25.6636
Effective January 1, 2024 (3.75% over 2023)							
Classification	Start	6 Months	Year 1	Year 2	Year 3	Year 4	Year 5 and thereafter
<i>Working Foreman/Leadman</i>	\$34.5588	\$35.6005	\$36.6651	\$37.7640	\$38.8973	\$40.0649	\$41.2668
<i>Equipment Mechanic</i>	\$31.8459	\$32.7960	\$33.7804	\$34.7992	\$35.8409	\$36.9169	\$38.0273
<i>Maintenance Technician II</i>	\$28.4919	\$29.3504	\$30.2318	\$31.1361	\$32.0748	\$33.0364	\$34.0323
<i>Maintenance Technician I</i>	\$22.2990	\$22.9629	\$23.6497	\$24.3595	\$25.0921	\$25.8476	\$26.6260
Effective January 1, 2025 (3.5% over 2024)							
Classification	Start	6 Months	Year 1	Year 2	Year 3	Year 4	Year 5 and thereafter
<i>Working Foreman/Leadman</i>	\$35.7684	\$36.8465	\$37.9484	\$39.0858	\$40.2587	\$41.4672	\$42.7112
<i>Equipment Mechanic</i>	\$32.9605	\$33.9438	\$34.9627	\$36.0172	\$37.0953	\$38.2090	\$39.3583
<i>Maintenance Technician II</i>	\$29.4891	\$30.3777	\$31.2899	\$32.2259	\$33.1974	\$34.1926	\$35.2234
<i>Maintenance Technician I</i>	\$23.0794	\$23.7666	\$24.4775	\$25.2120	\$25.9703	\$26.7522	\$27.5579

Effective January 1, 2020 EMPLOYEES who earn a Class C Sewer license shall be paid an additional sixty cents (\$0.60) per hour as long as they continue to hold such license.

Effective January 1, 2020 EMPLOYEES who earn a Class C Water license shall be paid an additional sixty cents (\$0.60) per hour as long as they continue to hold such license.

Effective January 1, 2020 EMPLOYEES who earn a Class D Sewer license shall be paid an additional sixty cents (\$0.60) per hour as long as they continue to hold such license.

Effective January 1, 2020 EMPLOYEES who earn a Class D Water license shall be paid an additional sixty cents (\$0.60) per hour as long as they continue to hold such license.

EMPLOYEES who earn a Class C Pesticide applicators license shall be paid a premium of twenty cents (\$0.20) per hour.

**Assignment of Back-Up Equipment Mechanic** – Employees who meet the qualifications for and are appointed by the Employer to assume the full responsibilities and duties of the Equipment Mechanic, when the Equipment Mechanic is not available or as determined by the Supervisor that additional help is necessary, shall receive a premium rate of \$1.50 per hour. Hours for the backup mechanic will be tracked on a ¼ hour basis. The Employer reserves the right to make changes to the assignment as needed based on needs of the City.

**Assignment of Utility Lead** - Employees who meet the qualifications for and are appointed by the Employer to assume the full responsibilities and duties of the Utility Lead shall receive a premium rate of \$1.50 per hour. The Employer reserves the right to make changes to the assignment as needed based on needs of the City.

**Longevity** -- Longevity pay is based upon full length of service as a full-time employee in the City of Isanti from date of hire into the bargaining unit. Effective January 1, 2023, full time employees will receive longevity pay in accordance with the following schedule:

10 Years of Service – Two Percent (2%) above base wage rate

15 Years of Service – Four Percent (4%) above base wage rate

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

**RESOLUTION 2022-XXX****APPROVING THE OFFER FOR FULL-TIME  
MAINTENANCE TECHNICIAN II FOR DANIEL WITTKOP**

**WHEREAS**, the City Council of the City of Isanti is required to approve all new employees; and,

**WHEREAS**, the City Council approved to advertise and accept applications to fill a Full-Time Public Works Maintenance Technician II position; and,

**WHEREAS**, Human Resources has offered the position to Daniel Wittkop as the most qualified candidate for the open full-time Public Works Maintenance Technician II position; and,

**WHEREAS**, This offer is contingent on successfully passing a background check and drug test. If any of the mentioned contingencies are not met, the offer can and will be rescinded. This position is subject to following all policies and agreements set forth by the Local 49's Collective Bargaining Agreement and the City Personnel Policy;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota, as follows:

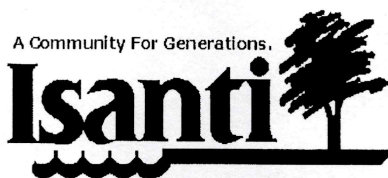
1. That Human Resources has offered the Full-Time Public Works Maintenance Technician II position to Daniel Wittkop for the City of Isanti
2. That Daniel Wittkop is eligible to start any after passing of this resolution and successful completion of background check and drug test. He shall have 1 year of probation per MOU.
3. That Daniel Wittkop is eligible for a full benefit package offered by the City of Isanti.
4. That Daniel Wittkop shall start at Step 2 per 2020-2023 wage scale per the 2020-2022 union contract and would remain on Step 2 on the effective date of the 2023-2025 union contract.
5. That Human Resources is directed to complete all required documentation for the completion of the employment offer and place a copy of this resolution in the employee's personnel file.

This Resolution is hereby approved by the Isanti City Council this 20<sup>th</sup> day of September 2022.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand, City Clerk



September 12, 2022

## **SUMMARY OF TENTATIVE AGREEMENT**

### **City of Isanti and LELS Local # 217**

#### **1. Article 3 -- Definitions**

Article 3 is amended to remove the definitions of "Promotion" and "Transfer," to add the new definition of "Special Assignment" and to modify the definition of "Probation Period" as follows:

**SPECIAL ASSIGNMENT:** The assignment of specialized work duties at the discretion of the Police Chief. Special Assignments are work assignments and shall not be considered a promotion or separation position or classification. Seniority shall not be impacted by time spent working Special Assignments.

**PROBATION PERIOD:** Means one (1) calendar year from the employees date of hire. ~~The probationary period for promoted or reassigned employees will last for six (6) months from the date of promotion or reassignment.~~

#### **2. Article 14 – Call Back Time**

The following language is added to Article 14 to clarify that phone calls do not constitute a 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 (1-1/2) time the employee's base pay rate or for time worked, whichever is greater. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum. Call back time shall not include phone calls, and must include the employee reporting to work at the office or the scene of an incident.

#### **3. Article 16 – Seniority**

Section 16.5 is removed in its entirety.



#### 4. Article 17 – Compensation

Article 17 is modified as follows:

The following language is added to Article 17:

##### 17.6 Police Investigator Special Assignment

Bargaining unit members may be appointed by assignment to the Police Investigator Special Assignment at the discretion of the Police Chief. Reassignment of a member from the Police Investigator Special Assignment shall not be considered a demotion nor disciplinary action, nor shall such reassignment be subject to the grievance procedures set forth in this Agreement. Members appointed to the Police Investigator Special Assignment shall be compensated as set forth in the Appendix A.

##### 17.7 School Resource Officer (SRO) Special Assignment

Bargaining unit members may be appointed by assignment to the School Resource Officer (SRO) Special Assignment at the discretion of the Police Chief. Reassignment of a member from the School Resource Officer (SRO) Special Assignment shall not be considered a demotion nor disciplinary action, nor shall such reassignment be subject to the grievance procedures set forth in this Agreement. Members appointed to the School Resource Officer (SRO) Special Assignment shall be compensated as set forth in the Appendix A.

##### 17.8 Longevity Credit for Prior Law Enforcement Experience

Outside experience as a full-time licensed peace officer in Minnesota prior to an Employee's full-time employment with the City shall be recognized at a rate of 50% (1-year prior full-time experience = 0.5 years longevity credit) for purposes of determining eligibility for longevity pay pursuant to Article 17.4. Longevity credit under this paragraph is capped at five (5) years.

#### 5. Article 18 – Vacation

a. Section 18.1 is replaced in its entirety with the following language:

Vacation will accrue at the following rates:

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

b. Section 18.2 is amended as follows:

~~48 hours of unused vacation and the Employee's annual accrual may be carried over from year to year.~~ Employees may carry accrued vacation leave up to a maximum of 480 hours.

**6. Article 20 – Sick Leave**

Section 20.4 is amended as follows:

An employee who is drawing worker's compensation shall be allowed to use accumulated sick, vacation, or compensatory leave as necessary to insure a full monthly paycheck, providing that employee shows documentation to the Employer.

**7. Article 22 – Insurance**

Article 22 is modified as follows:

22.1 \*\*\*

~~Effective 07/01/2011 and for the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the coverage provided under the Blue Cross/Blue Shield "120 Group Plan" as set forth in the attached Appendix 'C'.~~

21.1a For the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the Employer will over Employees the choice of coverage pursuant to the PEIP Advantage Health Plan and PEIP HSA Compatible Plan.

21.1b For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. This amount will be pro-rated if less than a full year is worked. This provision will remain in effect until a replacement successor agreement is reached.

21.1c For the duration of the 2023-2025 collective bargaining agreement only, the City will continue to offer \$443.75 per month taxable Opt-Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of proof of coverage pursuant to City policy. This provision will remain in effect until a replacement successor agreement is reached.

\*\*\*



8. **Article 24 – Holidays**

Section 24.1 is modified as follows:

24.1 Recognized Holidays. Holidays include the following:

New Year's Day  
Presidents Day  
Columbus Day  
Independence Day  
Veteran's Day  
1/2 day Christmas Eve  
Christmas Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Good Friday  
Floating Holiday

Section 24.2 is modified as follows:

24.2 Full-time employees will receive 8 hours of banked holiday pay per Holiday (~~4 hours for Christmas Eve~~) as provided in Article 24.1. During the month of December Employees will be paid a lump sum check at the employees regular rate of pay for the above holidays or receive days off in lieu of payment. Days off must be scheduled with the employee's supervisor. Employees terminating employment during the calendar year will receive a pro-rated payment. In the event of a resignation occurring after payment of the lump sum check but before the occurrence of holidays set forth in this Article, the Employer is authorized to deduct any amounts paid for holidays occurring after the effective date of said resignation from the wages of a resigning Employee.

Section 24.3 is modified as follows:

24.3 Employees who work on a recognized holiday shall be paid at one and one-half (1 ½) times their regular straight time rate for all hours worked, up to 12 hours pay depending on the length of the employee's normally scheduled work day, in addition to holiday pay as provided in Article 24.2. Holidays excluded from pay at the one and one-half (1 ½) times the regular straight time rate are ~~the Floating Holiday and 1/2 Day for Christmas Eve~~ which shall be paid at the regular straight time rate for all hours worked.

Section 24.4 is removed in its entirety.

**9. Article 25 – Uniforms**

Section 25.7 is removed in its entirety.

**10. Article 28 – Duration**

Article 28 is amended as follows:

This AGREEMENT shall be effect from January 1, ~~2020~~2023 until December 31, ~~2022~~2025, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this AGREEMENT.

**11. Miscellaneous Language Items**

The City and Union agree to the following non-substantive/formatting changes:

- a. Table of Contents: “Remove Appendix C” from the list.
- b. Article 1: “I” should be 1.
- c. Article 11: “II” should be 11.
- d. Article 23: “Shall” should not be capitalized.
- e. Article 25.2: Remove the additional “\$”.

**12. Wages and Wage Adjustments**

- a. Market Adjustment: Effective January 1, 2023, adoption of new salary scale consistent with City Compensation Study (reduced to 4 steps: Start, 2, 4, and 6 of Grade 13 on 2022 scale):

<b>START</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
\$32.9940	\$34.9991	\$37.1315	\$39.3912

- b. General Wage Adjustments:

2023: 4%  
2024: 3.75%  
2025: 3.5%

- c. Appendix A Wage Schedule:

**PATROL OFFICER HOURLY WAGES**

	Start	Step 1	Step 2	Step 3
2023 (Market + 4%)	34.3138	36.3991	38.6168	40.9668
2024 (3.75% over 2023)	35.6005	37.7640	40.0649	42.5031
2025 (3.5% over 2024)	36.8465	39.0858	41.4672	43.9907

d. Special Assignment Compensation

**SPECIAL ASSIGNMENT COMPENSATION**

Employees assigned to the Police Investigator Special Assignment shall receive a 6.5 % increase to their regular wage.

Employees assigned to the School Resource Officer (SRO) Assignment shall receive a 1.5 % increase to their regular wage.

Firearms/Use of Force Instructor: Employees designated by the Police Chief to be the Firearms/Use of Force Instructor shall receive pay at a rate of \$2.00 per hour for hours engaged in training other employees.

Emergency Response Team/SWAT: Employees designated by the Police Chief to be Emergency Response Team/SWAT shall receive pay at a rate of \$2.00 per hour for hours engaged in working or training in an Emergency Response Team/SWAT capacity.

**THE UNDERSIGNED AGREE THAT THIS DOCUMENT REPRESENTS THE  
TENTATIVE AGREEMENT REACHED BETWEEN THE CITY AND THE  
UNION DURING NEGOTIATIONS OCCURRING SEPTEMBER 6, 2022**

**CITY OF ISANTI**

Date: \_\_\_\_\_ by \_\_\_\_\_  
Its \_\_\_\_\_

**LAW ENFORCEMENT LABOR SERVICES, INC.**

Date: 9/19/2022 by [Signature]  
Its BUSINESS AGENT LELS

N.1. f.

# Labor Agreement

between

The City of Isanti, MN

-and-

Law Enforcement Labor Services, Inc.

Local# 217

January 1, 2023 - December 31, 2025

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT -----	3
ARTICLE 2 – RECOGNITION -----	3
ARTICLE 3 – DEFINITIONS -----	3
ARTICLE 4 – NON-DISCRIMINATION -----	4
ARTICLE 5 – UNION RIGHTS -----	4
ARTICLE 6 – EMPLOYER AUTHORITY -----	5
ARTICLE 7 – SAVINGS CLAUSE -----	5
ARTICLE 8 – EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE -----	5
ARTICLE 9 – DISCIPLINE -----	8
ARTICLE 10 – JOB SAFETY TRAINING -----	8
ARTICLE 11 – HOURS OF WORK -----	8
ARTICLE 12 – OVERTIME PAY -----	9
ARTICLE 13 – COURT TIME -----	9
ARTICLE 14 – CALL BACK TIME -----	10
ARTICLE 15 – STANDBY PAY -----	10
ARTICLE 16 – SENIORITY -----	10
ARTICLE 17 – COMPENSATION -----	11
ARTICLE 18 – VACATION -----	12
ARTICLE 19 – LEAVES OF ABSENCE -----	13
ARTICLE 20 – SICK LEAVE -----	13
ARTICLE 21 – FUNERAL LEAVE -----	14
ARTICLE 22 – INSURANCE -----	14
ARTICLE 23 – PART-TIME EMPLOYEES -----	15
ARTICLE 24 – HOLIDAYS -----	15
ARTICLE 25 – UNIFORMS -----	16
ARTICLE 26 – OUTSIDE EMPLOYMENT -----	16
ARTICLE 27 – WAIVER -----	16
ARTICLE 28 – DURATION -----	17
APPENDIX A – WAGE SCHEDULE -----	18
APPENDIX B – INITIAL UNIFORM ISSUE -----	19

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Isanti, hereinafter called the Employer, and Local Number 217 of Law Enforcement Labor Services, Inc., hereinafter called the Union. The intent and purpose of this Agreement is to:

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

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

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative under Minnesota Statutes for all licensed peace officers as defined in Bureau of Mediation services Case No 96-PCE-1437, dated April 16, 1996.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local No. 217.
- 3.2 EMPLOYER: The City of Isanti.
- 3.3 UNION MEMBERS: A member of Law Enforcement Labor Services, Inc., Local No. 217.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The City of Isanti Police Department.

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

#### **ARTICLE 4 – NON-DISCRIMINATION**

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

#### **ARTICLE 5 – UNION RIGHTS**

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

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



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

#### **ARTICLE 6 – EMPLOYER AUTHORITY**

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

#### **ARTICLE 7 – SAVINGS CLAUSE**

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

#### **ARTICLE 8 – EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE**

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 8.2 Union Representative. The Employer will recognize representatives designated by the



Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

- 8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor.
- 8.4 Procedure. Grievances, as defined by section 9.2, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the Police Chief. At this step, the grievance may be presented either orally or in writing. The Police Chief will discuss and give an answer, in writing, to such Step 1 grievance within twenty-one (21) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Police Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union to the City Administrator. The City Administrator will give the Union the Employer's Step 2 answer in writing within ten (10) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance not resolved in Step 2, by mutual consent, may be mediated using the services of the Bureau of Mediations Services. A petition for mediation by either party stops all timelines. A grievance not resolved in mediation, may be appealed to Step 4.

Step 4. A grievance unresolved in Step 2 or Step 3 and appealed to Step 4

by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

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

#### 8.5 Arbitrator's Authority

8.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

8.5.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

8.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

#### 8.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employers last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE 9 – DISCIPLINE**

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

## **ARTICLE 10 – JOB SAFETY TRAINING**

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

## **ARTICLE 11 – HOURS OF WORK**

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

- a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 11.3 Scheduled shifts shall be bid by seniority prior to November 15<sup>th</sup> of each year.

## **ARTICLE 12 – OVERTIME PAY**

- 12.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Part-time employees will be scheduled to fill open shifts unless it results in the payment of overtime. Reimbursable contract overtime shall be offered to full-time employees prior to assigning part-time employees. Overtime shall be distributed as equally as practicable to the full-time members of the bargaining unit.
- 12.4 In lieu of monetary compensation, an employee may choose to receive compensatory time at the rate of time and one-half (1-1/2) to a maximum accumulation of eighty (80) hours.
- 12.5 Credit for overtime hours worked (pay and/or compensatory time off) shall only be given upon receipt of supervisor approved documentation as to the purpose and need for the overtime and must be approved by the City Administrator.
- 12.6 Overtime shall be paid to nearest 1/4 hour. Officers shall report their start time at the time scheduled and any time worked over their shift as authorized by the Chief.

## **ARTICLE 13 – COURT TIME**

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

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

#### **ARTICLE 14 – CALL BACK TIME**

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

#### **ARTICLE 15 – STANDBY PAY**

Employees required by the Employer to be on "stand-by" status will be compensated at the rate of one-half (1/2) their hourly base wages.

#### **ARTICLE 16 – SENIORITY**

16.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority rosters may be maintained by the Employer on the basis of time in grade and time within specific classifications. Full time employees shall always have seniority over part time employees. Seniority within the part time personnel shall not be transferable to a full time position.

16.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer.

16.3 Lay-offs: Lay-offs are defined as separation from service by the Employer not related to discipline. Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for one year after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.

16.3.1 During a period when any employee is laid off under Article 16.2 the Employer agrees that overtime will not be used to subvert the need for the laid-off employee.

16.4 Vacancies: Job vacancies within the bargaining unit will be posted by the Employer in

the department in a conspicuous place, for a period of ten (10) working days. An employee must apply for the position within the ten (10) working days posting time. An employee assigned to the posted job will be on probation for six (6) months, during which time the employee may be returned to their former position upon the request of the employee, without loss of seniority.

## **ARTICLE 17 – COMPENSATION**

17.1 Rates of Pay: Employees covered by this AGREEMENT shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this AGREEMENT.

17.2 Meals: Employees will be reimbursed for meals according to current policy.

17.3 The City shall pay the following lump sum payments to employees possessing a valid Post License and current Firearms Qualifications on December 31 of the preceding year. Payment shall be made in January of each contract year.

Post License	\$325.00
Firearms qualifications	\$300.00

17.4 Longevity  
Longevity pay is based upon full length of service as a full-time officer in the City of Isanti from date of hire. Effective January 1, 2017, full time employees will receive longevity pay in accordance with the following schedule:

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

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

17.5 Field Training Officer Pay at a rate of \$2.00 per hour for hours when a Field Training Officer (FTO) is training a recruit. The EMPLOYER will designate who will be an FTO.

17.6 Police Investigator Special Assignment  
Bargaining unit members may be appointed by assignment to the Police Investigator Special Assignment at the discretion of the Police Chief. Reassignment of a member from the Police Investigator Special Assignment shall not be considered a demotion nor disciplinary action, nor shall such reassignment be subject to the grievance procedures set forth in this Agreement. Members appointed to the Police Investigator Special Assignment shall be compensated as set forth in the Appendix A.

- 17.7 **School Resource Officer (SRO) Special Assignment**  
Bargaining unit members may be appointed by assignment to the School Resource Officer (SRO) Special Assignment at the discretion of the Police Chief. Reassignment of a member from the School Resource Officer (SRO) Special Assignment shall not be considered a demotion nor disciplinary action, nor shall such reassignment be subject to the grievance procedures set forth in this Agreement. Members appointed to the School Resource Officer (SRO) Special Assignment shall be compensated as set forth in the Appendix A.
- 17.8 **Longevity Credit for Prior Law Enforcement Experience**  
Outside experience as a licensed peace officer in Minnesota prior to an Employee's full-time employment with the City shall be recognized at a rate of 50% (1-year prior full-time experience = 0.5 years longevity credit) for purposes of determining eligibility for longevity pay pursuant to Article 17.4. Longevity credit under this paragraph is capped at five (5) years.

## **ARTICLE 18 – VACATION**

- 18.1 Vacation will accrue at the following rates:
- | <u>Years of Service</u> | <u>Annual Accrual</u> |
|-------------------------|-----------------------|
| First (1) year          | 6 days (48 hrs.)      |
| Second (2) year         | 12 days (96 hrs.)     |
| Sixth (6) year          | 18 days (144 hrs.)    |
| Tenth (10) year         | 24 days (192 hrs.)    |
| Fifteenth (15) year     | 27 days (216 hrs.)    |
- 18.2 Employees may carry accrued vacation leave up to a maximum of 480 hours.
- 18.3 When an employee terminates employment with the City in good standing, the employee shall receive the value of 100% of vacation time earned but unused as severance pay.
- 18.4 Seniority shall apply on vacation scheduling up to March 1<sup>st</sup> of each year. After March 1<sup>st</sup>, vacation scheduling shall be on a first come, first serve basis.
- 18.5 **Vacation Donation Option:** An employee may voluntarily donate their accumulated vacation hours (up to a max of 2 days / or 24 hours) to other employees whose accumulated leave balances are exhausted and who would otherwise be subject to a loss of income during a continued absence from work due to illness or injury. Donations will not be paid until all types of paid leave are exhausted by the recipient. The donated time will be paid to the recipient at the recipient's regular rate of pay on an hour per hour basis, and there will be no consideration for differences in wage rates applied to the transfer.

## **ARTICLE 19 – LEAVES OF ABSENCE**

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

## **ARTICLE 20 – SICK LEAVE**

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



## **ARTICLE 21 – FUNERAL LEAVE**

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

## **ARTICLE 22 – INSURANCE**

- 22.1 Health Insurance. The Employer will provide a health and medical care insurance program to all employees. The Employer will pay 100% of the premium for single coverage health insurance Employees choosing dependent care health coverage will be required to pay according to current City policy applicable to all City employees. Essentially, Employee contributions toward the premium costs of dependent coverage will increase or decrease by the same percentages as the City's overall policy cost increase or decrease for the health care coverage for the duration of this Agreement.
- 22.1a For the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the Employer will offer Employees the choice of coverage pursuant to the PEIP Advantage Health Plan and PEIP HSA Compatible Plan.
- 22.1b For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. This amount will be pro-rated if less than a full year is worked. This provision will remain in effect until a replacement successor agreement is reached.
- 22.1c For the duration of the 2023-2025 collective bargaining agreement only, the City will continue to offer \$443.75 per month taxable Opt-Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of proof of coverage pursuant to City policy. This provision will remain in effect until a replacement successor agreement is reached.

- 22.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for, life insurance in the amount of \$25,000.00 for each full-time employee.
- 22.3 Effective Date. The health and medical and term life insurance shall be in effect the first day of the first full month of employment.
- 22.4 Dental Insurance. The Employer shall make dental insurance coverage available to employee and employee's dependents. The Employer will pay 100% of the premium for single coverage and 100% of the premium for dependent care coverage.

## **ARTICLE 23 – PART-TIME EMPLOYEES**

All benefits (vacation, sick leave, holiday leave, insurance, etc.) shall be provided on a pro-rated basis to those part-time employees normally scheduled to work an average of 30 or more hours per week.

## **ARTICLE 24 – HOLIDAYS**

- 24.1 Recognized Holidays. Holidays include the following:

New Year's Day  
Presidents Day  
Columbus Day  
Independence Day  
Veteran's Day  
Christmas Eve  
Christmas Day  
Martin Luther King Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Good Friday

- 24.2 Full-time employees will receive 8 hours of banked holiday pay per Holiday as provided in Article 24.1. During the month of December Employees will be paid a lump sum check at the employees regular rate of pay for the above holidays or receive days off in lieu of payment. Days off must be scheduled with the employee's supervisor. Employees terminating employment during the calendar year will receive a pro-rated payment.
- 24.3 Employees who work on a recognized holiday shall be paid at one and one-half (1 ½) times their regular straight time rate for all hours worked, up to 12 hours pay depending on the length of the employee's normally scheduled work day, in addition to holiday pay as provided in Article 24.2. Holidays excluded from pay at the one and one-half (1 ½) times the regular straight time rate are Christmas Eve which shall be paid at the regular

straight time rate for all hours worked.

## **ARTICLE 25 – UNIFORMS**

- 25.1 The Employer shall provide the initial uniform issue, as listed in Appendix B, for each permanent full-time employee.
- 25.2 Each police officer shall receive a uniform allowance of \$100.00 per month.
- 25.3 Uniform allowance for part-time employees shall be paid at a rate of \$0.2885 per hour for hours worked.
- 25.4 The Employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where the damage or loss is caused by the personal neglect of the employee.
- 25.5 Employees terminating from the Police Department, with less than three (3) years of service, for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance. Regardless of the years of service, an employee terminating from the Police Department must return their body armor and other uniform accessories if originally paid for by the employer, and must return all uniform insignia and department “patches”.
- 25.6 The Employer shall cover all costs of eyeglasses or other eye-wear damaged or destroyed in the line of duty, except in those instances where the damage or loss is caused by the personal neglect of the employee.

## **ARTICLE 26 – OUTSIDE EMPLOYMENT**

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

## **ARTICLE 27 – WAIVER**

- 27.1 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.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All

agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT, although such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed,

#### **ARTICLE 28 – DURATION**

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

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

**THE CITY OF ISANTI:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**LAW ENFORCEMENT LABOR SERVICES,  
INC.:**

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

9/19/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Date

## APPENDIX A

### WAGE SCHEDULE

#### PATROL OFFICER HOURLY WAGES

	Start	Step 1	Step 2	Step 3
2023 (Market + 4%)	34.3138	36.3991	38.6168	40.9668
2024 (3.75% over 2023)	35.6006	37.7641	40.0649	42.5031
2025 (3.5% over 2024)	36.8466	39.0858	41.4672	43.9907

#### SPECIAL ASSIGNMENT COMPENSATION

Employees assigned to the Police Investigator Special Assignment shall receive a 6.5 % increase to their regular wage.

Employees assigned to the School Resource Officer (SRO) Assignment shall receive a 1.5 % increase to their regular wage.

Firearms/Use of Force Instructor: Employees designated by the Police Chief to be Firearms/Use of Force Instructor shall receive pay at a rate of \$2.00 per hour for hours engaged in training other employees.

Emergency Response Team/SWAT: Employees designated by the Police Chief to be Emergency Response Team/SWAT shall receive pay at a rate of \$2.00 per hour for hours engaged in working or training in an Emergency Response Team/SWAT capacity.

## **APPENDIX B**

### **INITIAL UNIFORM ISSUE**

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

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