

# **LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF EDEN PRAIRIE**



**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL #500)**



Effective January 1, 2022 through December 31, 2024

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**ARTICLE 1 PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Eden Prairie hereinafter called the EMPLOYER, and 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 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 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 for all EMPLOYEES in the job classifications listed below who are public EMPLOYEES within the meaning of Minn. Stat. §179A.03, Subdivision 14, excluding supervisory, confidential and all other EMPLOYEES:

All licensed essential Sergeants of the Eden Prairie Police Department who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

**ARTICLE 3 UNION SECURITY**

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

- 3.1 The UNION will obtain written authorization from the EMPLOYEE for the deduction from wages of union dues established by the UNION. The UNION will forward the written authorization from EMPLOYEE to EMPLOYER.
- 3.2 The EMPLOYER will deduct the amount authorized by the EMPLOYEE and remit the amount to the appropriate designated office for the UNION commencing no later than the first pay period of the next month with proper employee authorization.
- 3.3 When an EMPLOYEE is in non-pay status for the entire pay period in which a deduction would be taken, no withholding will be made to convert that pay period from future earnings. In the case of an EMPLOYEE who is in non-pay status during only part of the pay period in which a deduction would be taken, and the wages are not sufficient to cover the full withholding, no deductions shall be made.
- 3.4 The UNION may designate certain EMPLOYEES from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

- 3.5 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.
- 3.6 The EMPLOYER will provide reasonable space on one EMPLOYEE bulletin board for union postings. Union stewards will be responsible for maintaining the designated space. All postings shall comply with City policies, including the policy on political neutrality. Postings shall first be approved by the Police Chief.

#### **ARTICLE 4 EMPLOYER SECURITY**

- 4.1 The UNION agrees that during the life of this AGREEMENT it, nor any of the EMPLOYEES covered by this Agreement, will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

#### **ARTICLE 5 EMPLOYER AUTHORITY**

- 5.1. The UNION recognizes the right and authority of the EMPLOYER to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws, and regulations of the appropriate authorities. The rights or authority which the EMPLOYER has not officially abridged, delegated, or modified by this Agreement are retained by the EMPLOYER.
- 5.2 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.3. The EMPLOYER'S failure to exercise any right, prerogative, or function hereby reserved to it, or the EMPLOYER'S exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the EMPLOYER'S right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.4 The parties recognize that all EMPLOYEES covered by this Agreement shall perform the services and duties prescribed by the EMPLOYER and shall be governed by EMPLOYER rules, policies, regulations, directives, and orders, provided that such rules, regulations, and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The EMPLOYER will provide EMPLOYEES with notice of any proposed change in any policy applicable to the bargaining unit members.

#### **ARTICLE 6 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

##### **6.1 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.

6.2 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.

6.3 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. The designated supervisor will be notified when the steward or grievant EMPLOYEE(S) returns to the workstation and resumes duties.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S Division Lieutenant. The Division Lieutenant will discuss and will respond in writing to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall set 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 Division Lieutenant'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 Police Chief. The Police Chief shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief's final answer in Step 2. 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 unresolved in Step 2 and appealed in Step 3 may by mutual agreement by the EMPLOYER and UNION be submitted to mediation through the Minnesota Bureau of Mediation Services. Agreement to submit the grievance to mediation must be made within ten (10) calendar

days of the Step 2 response. If the parties do not agree to submit the grievance to mediation within such 10-day period, the UNION may appeal the grievance to Step 4 within five (5) calendar days of the date the parties could not reach agreement. If the parties agree to submit the grievance to mediation and the grievance is not resolved by mediation, the UNION may appeal the grievance to Step 4 within ten (10) calendar days of the date that mediation ended. Any grievance not appealed in writing to Step 4 as provided by this paragraph shall be considered waived.

#### Step 4.

A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act or MN Statutes Section 626.892 if the grieved matter is written disciplinary action, discharge, or termination.

#### 6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue(s) not so submitted.
- B. The arbitrator shall be without power to make a decision 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 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.

#### 6.6 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. The UNION may not skip any step without the written consent of the EMPLOYER.

#### 6.7 CHOICE OF REMEDY

If the grievance is not submitted to or not resolved by mediation in Step 3, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE VI or a procedure

such as: Civil Service or Veteran's Preference,. If appealed to any procedure other than Step 4 of ARTICLE VI, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VI. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized - Step 4 of ARTICLE VI or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of ARTICLE VI.

#### **ARTICLE 7 DEFINITIONS**

- 7.1 UNION: Law Enforcement Labor Services, Inc.
- 7.2 EMPLOYER: The City of Eden Prairie.
- 7.3 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 7.4 EMPLOYEE: An employee whose job classification falls within the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The EMPLOYEE'S hourly pay rate exclusive of longevity and any other specialty pay allowance.
- 7.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of a regularly scheduled shift.
- 7.7 CALL BACK: Return of an EMPLOYEE to a specified work site to perform assigned duties at the express and 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.

#### **ARTICLE 8 SAVINGS CLAUSE**

- 8.1 This AGREEMENT is subject to the laws of the United States of America, the State of Minnesota, and the ordinances of the City of Eden Prairie. 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 this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

#### **ARTICLE 9 WORK SCHEDULES**

- 9.1 The sole authority in work schedules, hours of employment, and changes thereto is the EMPLOYER.
- 9.2 Nothing contained in this, or any other Article shall be interpreted to be a guarantee of a minimum or maximum of hours the EMPLOYER may assign EMPLOYEES.

#### **ARTICLE 10 OVERTIME PAY**

- 10.1 Hours worked in excess of an EMPLOYEE'S regular scheduled shift shall be paid at the overtime rate of one and one-half (1.5) the EMPLOYEE'S regular rate of pay. Compensatory time shall not

accumulate beyond 120 hours, which equates to 80 hours of overtime (80 hours x 1.5 = 120 Comp Hours). A limit of 120 hours of Compensatory time may be used to replace scheduled hours per year. Employees may begin earning compensatory time starting with the first payroll of the calendar year through the last full pay period in November. All remaining Compensatory time shall be cashed out after the last full pay period in November each year.

- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

#### **ARTICLE 11 CALL BACK AND COURT PAY**

- 11.1 An EMPLOYEE called back, as defined in Section 7.7, will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the EMPLOYEE'S base pay rate.
- 11.2 An EMPLOYEE required to be on call for court on a scheduled day off shall receive three (3) hours of straight time pay. These hours cannot be converted to Compensatory Time.
- 11.3 An EMPLOYEE required to appear in court on a scheduled day off shall receive a minimum of three (3) hours of overtime pay.
- 11.4 An EMPLOYEE is eligible for either pay defined in 11.2 or pay defined in 11.3 once per day and is not eligible for both in the same day.
- 11.5 If an EMPLOYEE is required to appear in court but that appearance requirement is canceled after 12 p.m. the day prior, the employee shall submit for three hours of straight time pay. To be eligible for this pay, the employee must call the attorney's office by 12 p.m. the business day prior to determine if their appearance is required.

#### **ARTICLE 12 DISCIPLINE**

- 12.1 The EMPLOYER will discipline EMPLOYEES only for just cause. Discipline does not have to be progressive. Discipline will be in one of the following forms:
  - Verbal Warning;
  - Written Warning;
  - Final Warning;
  - Suspension or demotion;
  - DischargeAll other employer actions will not be considered discipline.
- 12.2 EMPLOYEES will receive a copy of such discipline and/or notice.
- 12.3 An EMPLOYEE will not be required to participate in an investigatory interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the EMPLOYEE unless the EMPLOYEE upon his/her request is given the opportunity to have a third party or UNION representation present at the interview to act as a witness for the EMPLOYEE.
- 12.4 Grievances relating to discipline shall be initiated by the UNION at Step 2 of the grievance article.



### ARTICLE 13 SENIORITY

- 13.1 Seniority shall be defined as the length of continuous service in the job classification covered by ARTICLE II - RECOGNITION. EMPLOYEES who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT.
- 13.2 Seniority will be the determining criterion for layoffs.
- 13.3 Seniority will be the determining criterion for recall. Recall rights under this provision will continue for twenty-four (24) months after layoff. 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.

### ARTICLE 14 PROBATIONARY PERIODS

- 14.1 All newly hired or promoted EMPLOYEES shall serve a probationary period of six (6) consecutive months of active work. Extensions of probation may not occur without the written agreement of the EMPLOYEE, EMPLOYER and UNION.
- 14.2 At any time during the probationary period a newly hired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER without such discharge being a violation of this Agreement and such termination is not a proper subject for Article VI (Grievance Procedure).
- 14.3 At any time during the probationary period a newly promoted EMPLOYEE may be demoted to the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER without such demotion being a violation of this Agreement and such demotion is not a proper subject for Article VI (Grievance Procedure).

### ARTICLE 15 SAFETY

- 15.1 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.
- 15.2 Representatives of the bargaining unit may be selected to serve on the City Safety Committee based on management approval.

### ARTICLE 16 INSURANCE

- 16.1 All eligible full-time EMPLOYEES may participate in the EMPLOYER'S insurance program. An eligible employee is defined as an individual who would be covered under the medical insurance coverage provisions of both the City's personnel policies and insurance plan documents between the City and insurer. For the term of this agreement, the EMPLOYER will contribute toward the premium for medical, life, and Long-Term Disability insurance on the same basis and subject to the same conditions and restrictions as the basic program for nonunion EMPLOYEES as it may be amended from time to time.

**ARTICLE 17 UNIFORMS**

- 17.1 EMPLOYEES shall receive a uniform allowance of \$1,000 per year. EMPLOYEES shall have the option of receiving all cash, half cash/half kept on account, or all on account.

**ARTICLE 18 INJURY ON DUTY**

- 18.1 The EMPLOYER, through its Worker's Compensation insurance plan, will provide Worker's Compensation benefits as allowed by law to all EMPLOYEES. In addition, the EMPLOYER will provide for a period of up to ninety (90) days, the difference between the EMPLOYEE'S normal gross wages and the worker's compensation benefit. The first three (3) days of absence to be deducted from the EMPLOYEE'S PTO leave.

**ARTICLE 19 ANNUAL PAID LEAVE AND HOLIDAYS**

- 19.1 Employees will participate in the City's leave policies on the same basis as the general non-union employee group.
- 19.2. Patrol Sergeants do not observe the City holiday schedule. Instead, 80 hours of holiday time is reflected in the reduced scheduled hours. Sergeants assigned to work on the following City observed holidays will be compensated at time and a half for no more than one shift per holiday (these hours may not be converted to Compensatory time): Martin Luther King Day, President's Day, Memorial Day, Labor Day, Veteran's Day, and New Year's Eve (actual day). Sergeants who work on New Year's Day, July 4, Thanksgiving, Christmas Eve, or Christmas earn double time for no more than one shift per holiday. Sergeants with this schedule receive 16 hours of Floating Holiday time annually. Floating Holiday time must be taken at minimum 8-hour increments and will be forfeited after the last full pay period in November each year. Holiday time is not eligible to be converted to Compensatory time.
- Office Sergeants observe the City holiday schedule. Sergeants with this schedule receive 8 hours of Floating Holiday time annually. Floating Holiday time must be taken at minimum 8-hour increments and will be forfeited after the last full pay period in November each year. Holiday time is not eligible to be converted to Compensatory time.
- 19.3 In the event the Minnesota legislature makes Juneteenth an official state holiday, Patrol Sergeants shall receive time and a half for no more than one shift on the actual holiday. Office Sergeants shall receive holiday pay for the observed holiday.

**ARTICLE 20 WAIVER**

- 20.1 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.
- 20.2 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 conditions of employment not removed by law from bargaining. All agreements and

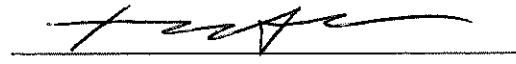
understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT, 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 21 DURATION**

Upon its approval and implementation by the City Council of the City of Eden Prairie, this AGREEMENT and all appendices shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024.

FOR THE CITY OF EDEN PRAIRIE:

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:



Ron Case, Mayor



Rick Getschow, City Manager



Alecia Rose, Administrative Services  
and Human Resources Director



Jeff Johnson, Business Agent



Matthew O'Rourke, Steward

APPENDIX A  
WAGE SCHEDULE

<u>2022 (3%)</u>	<u>2023</u>
\$ 58.47	Step 1 \$58.47
	Step 2 \$59.64
	Step 3 \$60.53
	Step 4 \$61.43

As of the first pay period of 2023 EMPLOYEES will move to the step corresponding with their Sergeant seniority. After that, EMPLOYEES will move to the next step on their anniversary date.

For 2024 the UNION and EMPLOYER agree to negotiate wages only and the UNION shall inform the Bureau of Mediation Services of intent to negotiate the wage opener in 2023.