

# **LABOR AGREEMENT**

BETWEEN

**THE CITY OF ELK RIVER**



AND

**LAW ENFORCEMENT LABOR SERVICES, INC.**



**Representing:**

Captains

Effective January 1, 2022 through December 31, 2023

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Elk River hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local No. 501, 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' full 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 a unit certified by the State of Minnesota Bureau of Mediation Services, Case No. 00-PCE-483 as:  
  
All Captains employed by the City of Elk River Police Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding nonsupervisory, nonessential and confidential 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.

## **ARTICLE 3 - DEFINITIONS**

- 3.1 Union: Law Enforcement Labor Services, Inc. (LELS) Local No. 501.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local No. 501.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Elk River Police Department.
- 3.5 Chief: The Chief of the City of Elk River Police Department.
- 3.6 Union Steward: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local 501.
- 3.7 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of including, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.

- 3.8 Probationary Period: That period of time from date of promotion until an Employee is certified as a regular Employee.

#### **ARTICLE 4 - UNION SECURITY**

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

- 4.1 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. The Employer, upon written request of the Employee shall cancel such dues deduction.
- 4.2 Remit such deduction to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 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.
- 4.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements. The bulletin board shall not be used for posting or distributing pamphlets of political or religious matter of any kind or for advertising. Under no circumstances shall the use of the bulletin board conflict with the operation of the Employer.
- 4.6 The Union shall request access to the premise of the Employer at reasonable times and subject to mutually agreed upon reasonable rules to investigate grievances and for other reasonable purposes.

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

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

#### **ARTICLE 6 - 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 the Union Steward 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 Stewards 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 Steward 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 Steward have notified and received the approval of the Chief who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

## 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 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) 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 fourteen (14) calendar days shall be considered waived.
- Step 3. A grievance unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within fourteen (14) calendar days following the date of mediation. 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 Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 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 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.

#### 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.

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

In the event any provision of this Agreement shall be held to be contrary to law by 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 8 - WORK SCHEDULES**

- 8.1 The normal work year for full-time Employees is 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.

8.2 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.

#### **ARTICLE 9 - OVERTIME**

- 9.1 Employees working third party contract events shall be compensated at one and one-half (1½ ) times the top sergeant pay rate for hours worked in excess of the Employee's regularly scheduled shift. Payment under this article does not change the Fair Labor Standards Act exempt status of the Captain position. Contract events are defined as any event contracted with the city by any person or organization that requires or requests police services. The event is invoiced by the city and the organization or person pays the city directly for such services.
- 9.2 Employees will be compensated at two (2) times the top sergeant pay rate for hours worked in 9.1 on the actual holidays listed in Article 16.1.

#### **ARTICLE 10 - DISCIPLINE**

- 10.1 The Employer will discipline Employees for just cause only. Discipline will be in one of the following forms:
  - a) Oral reprimand
  - b) Written reprimand
  - c) Suspension
  - d) Demotion
  - e) Discharge
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/ or notices.
- 10.4 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.5 Grievances relating to this Article shall be initiated by the Union at Step 3 of the grievance procedure under Article 6 of this Agreement.

#### **ARTICLE 11 - PROBATIONARY PERIODS**

- 11.1 All newly promoted Employees will serve a six (6) month probationary period.

11.2 At any time during the probationary period a promoted Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer.

## **ARTICLE 12 - UNIFORMS**

Employees shall receive a uniform allowance as follows to be used on a voucher system basis. The annual uniform allowance will be \$700.00.

Employees assigned to positions not requiring a uniform shall be permitted to receive up to \$700.00 in uniform allowance as cash reimbursement upon submittal of receipts.

All items charged to the Employer by the Employee on the voucher-system basis must receive prior approval of the Chief. The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

An Employee who has submitted a notice to terminate employment, verbally or in writing, shall not receive reimbursement for any purchases after notice.

Employees are required to maintain a proper duty uniform.

Any new or additional items mandated by the City shall be purchased by the City.

The City will develop a Load Bearing Vest Program and fund load bearing vests and replacement.

## **ARTICLE 13 – SICK LEAVE**

13.1 Employees shall accrue at the rate of twelve (12), eight-hour (8-hour) days of sick leave per year, with no maximum accrual limit.

Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) days per year on the first pay day in November.

If an Employee is under 960 accrued sick hours, they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan (PEHCSP) and the remaining half will remain in the Employee's sick leave bank. i.e., If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checking the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.



For the purpose of implementing this plan in 2022, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward, not retroactively to January 1, 2022.

13.2 Employees may use sick leave only for the following:

- Personal illness or injury;
- To attend medical and dental appointments;
- To care for sick dependents;
- To take dependents to medical and dental appointments;
- In accordance with state and federal law.

There is no limit on the amount of accrued sick time that can be carried forward from one year to the next.

An Employee must notify his/her immediate supervisor at least thirty (30) minutes before the start of his/her regular start time if the Employee intends to be absent from work. If an emergency prevents the Employee from notifying his/her immediate supervisor at such time, the Employee must call his/her immediate supervisor as soon as possible during the workday. The Employee is required to keep his/her immediate supervisor informed of his/her anticipated return to work.

An Employee attempting to use sick time for reasons other than those explicitly permitted in this policy will be subject to disciplinary action up to and including termination.

A doctor's note shall be required if an Employee is absent more than four (4) days or if abuse of sick leave is suspected by the Chief or the City Administrator. In some circumstances, an Employee may be requested to submit to a medical examination by a physician or medical facility licensed to practice medicine. In such a circumstance, the City may select the physician and facility that will conduct the examination.

Unused sick leave will not be paid out in wages upon termination of employment, except as provided in the Severance Pay section below.

#### SEVERANCE PAY

An Employee resigning his/her employment with the City will be eligible for a cash payment for unused sick leave if the following conditions are met:

1. The Employee must resign in good standing (not terminated by the City); and
2. The Employee must provide proper written notice of his/her resignation in accordance with the City Resignation Policy; and
3. The Employee must execute a release of claims.
4. The Employee must have completed two (2) consecutive years of City employment.

An eligible Employee will receive payment for fifty percent (50%) of his/her accumulated sick leave balance up to a maximum payment for four hundred eighty (480) hours. Payment shall be at the rate of pay when the resignation is submitted.

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

**ARTICLE 14 - VACATION**

14.1 Employees promoted to Captain shall continue to earn vacation time at the following rate:

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5th year	88 working hours / year
Beginning of the 6th year through completion of the 7th year	112 working hours / year
Beginning of the 8th year through completion of the 9th year	120 working hours / year
Beginning of the 10th year through completion of the 11th year	128 working hours / year
Beginning of the 12th year through completion of the 13th year	136 working hours / year
Beginning of the 14th year through completion of the 15th year	144 working hours / year
Beginning of the 16th year through completion of the 17th year	152 working hours / year
Beginning of the 18th year	160 working hours / year
Beginning of the 19th year	168 working hours / year
Beginning of the 20th year	176 working hours / year
Beginning of the 21st year	184 working hours / year
Beginning of the 22nd year through completion of the 24th year	192 working hours / year
Beginning of the 25th year and thereafter	200 working hours / year

14.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

**ARTICLE 15 - BEREAVEMENT LEAVE**

Employees shall be eligible for bereavement leave per City Policy.

**ARTICLE 16 - HOLIDAYS**

16.1 All regular full-time Employees shall receive the following eleven (11) holidays off with pay.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

**ARTICLE 17 - LEAVES OF ABSENCE**

Employees will be granted leaves of absences as provided by law or City policy.

**ARTICLE 18 - INSURANCE**

The Employer shall contribute the same amount as that contributed for the City's non-union employees toward group health insurance including dependent coverage.

**ARTICLE 19 - WAIVER**

- 19.1 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.
- 19.2 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 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 20 - DURATION**

This Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2023.

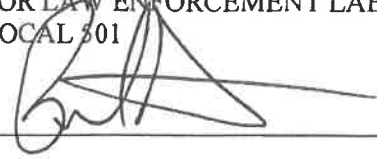
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13 day of January 2022

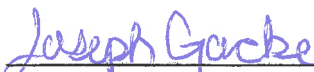
FOR THE CITY OF ELK RIVER

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

FOR LAW ENFORCEMENT LABOR SERVICES  
LOCAL 501

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

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

## **APPENDIX**

### **WAGES**

	A	B	C	D	E
1/1/2022	\$108,705	\$113,501	\$118,296	\$123,092	\$127,888
1/1/2023	\$116,803	\$121,956	\$127,109	\$132,262	\$137,415

Employees will continue at the same step and anniversary date as previously established in the city's pay plan.

### **P.O.S.T. LICENSE**

The Employer shall reimburse Employees for the cost of P.O.S.T. Licensure.

### **HEALTH CARE SAVINGS PLAN**

By payroll deduction, all members in the bargaining group shall contribute \$100 per month to the Minnesota State Retirement System Health Care Savings Plan. This plan is pursuant to Minnesota Statute §352.98.

Employees will place 100% of their sick leave severance, as paid per item 13.1, into their PEHCSP unless the Employee has opted out of the program which is approved due to a qualified exemption rule: this provision is irrevocable as set for by law. Should an Employee choose this opt-out provision, it will be paid to the Employee as severance.