

LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 514

(Police Technician)

2023 & 2024

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LAW ENFORCEMENT LABOR SERVICES, INC.

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Article 1. Purpose of Agreement

This Agreement is entered into between the City of Fridley, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local #514 hereinafter called the Union.

It is the intent and purpose of this Agreement to:

Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

Article 2. Recognition

2.1 The Employer recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services, Case No. 22PCE2071 as:

All non-licensed employees, employed by the Fridley Police Department, Fridley, Minnesota, in the job classification of Police Technician, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding essential, supervisory, confidential 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.

Article 3. Definitions

Union: Law Enforcement Labor Services, Inc., Local #514.

Union Member: A member of the Law Enforcement Labor Services, Inc.

Employee: An employee whose classification is within the exclusively recognized bargaining unit.

Department: The Fridley Police Department.

Employer: The City of Fridley.

Chief: The Public Safety Director of the Fridley Police Department.

Job Classification Seniority: Length of continuous service within any job classification covered by this AGREEMENT.

Employer Seniority: Length of continuous service with the EMPLOYER.

Article 4. Employer Authority

- 4.1 The Employer retains the full and unrestricted right to operate and manage all personnel, 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. Union Security

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate Employees from the bargaining unit to act as steward(s) and alternate(s) and shall inform the Employer in writing of such choices and changes in the position(s) of steward and/or alternate.
- 5.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

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 as provided by Section 5.2 of this Agreement.

6.3 Processing of Grievance

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

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 twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance; the facts on which it is based; the provision or provisions of the Agreement allegedly violated; the remedy requested; and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representatives final answer to 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 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final 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 2a

If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by

mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 3 of the grievance procedure. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 3

A grievance unresolved in Step 2 or Step 2a and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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 to application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

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 written agreement of the

Employer and the Union in each step.

6.7 Choice of Remedy

If, as a result of the written Employer response in Step 2 or 2a, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or to another procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 6. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article 6 or an alternate procedure - and shall sign a statement to the effect that the choice of the alternate procedure precludes the aggrieved Employee from making a subsequent appeal through Step 3 of Article 6.

Except with respect to statutes under jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied. 506 U.S. 906. 113 S. Ct. 299(1992), or if *Board of Governors* is judicially or legislatively overruled. this paragraph of this Section shall be null and void.

Article 7. Savings Clause

This Agreement is subject to the laws of the United States and the State of Minnesota and policies and rules of the City of Fridley. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated with the mutual agreement of both parties.

Article 8. Seniority

- 8.1 Seniority shall be determined by Job Classification Seniority and posted in an appropriate location. Seniority rosters may be maintained by the Director of Public Safety on the basis of both Job Classification Seniority and Employer Seniority.
- 8.2 All employees will serve a one-year probationary period. During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer without recourse to the grievance procedure. During the probationary period, a promoted or reassigned Employee may be returned to or replaced in his/her previous position at the sole discretion of the Employer without recourse to the grievance procedure.
- 8.3 A reduction of work force will be accomplished on the basis of Job Classification

Seniority. Employees shall be recalled from layoff on the basis of Job Classification Seniority. An Employee on layoff shall have an opportunity to return to work within the classification from which they were laid off for two (2) years of the time of his/her layoff before any new Employee is hired in the classification. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and tele phone number with the EMPLOYER during layoff.

8.4 Employees shall lose their Employer Seniority for the following reasons:

- a. Discharge;
- b. Resignation;
- c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence; or
- d. Retirement.

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. written reprimand;
- b. suspension;
- c. demotion; or
- d. discharge.

9.2 Suspensions, demotions and discharges will be in written form.

9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.

9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

9.5 Employees have the right to Union representation during an investigation of disciplinary action.

9.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 6.

Article 10. Work Schedules

10.1 Employees shall have a thirty (30) minute unpaid lunch break and two (2) ten (10) minute paid breaks per shift.

- 10.2 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 11. Overtime

- 11.1 Employees will be compensated at one and one-half (1-1/2) times the Employee's regular base pay rate for hours worked in excess of 40 hours in a 7-day work period.
- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.

Article 12. Insurance

- 12.1 For the calendar year of 2023, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.2 For the calendar year of 2023, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.3 For the calendar year of 2023, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.4 For the calendar year of 2023, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.5 For the calendar years 2023, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar years 2024, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

- 12.6 For the calendar year of 2023, for those Employees who choose dental coverage, the Employer will contribute the same amount provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose dental coverage, the Employer will contribute the same amount provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.7 For the calendar year of 2023, the Employer will contribute the same amount for group term life insurance provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the

previous year's contribution will remain in effect.

For the calendar year of 2024, the Employer will contribute the same amount for group term life insurance provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.8 For the calendar year 2023 and 2024, in accordance with the Employer's Flexible Benefit Plan, Employees have the option during an open enrollment period or during approved qualifying events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere. In lieu of electing health and dental benefits, Employees may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit (taxable) of \$476.77, or the amount equal to or greater than the amount provided to non-union employees.

For the calendar year 2023, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year 2024, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

Benefit Leave days are required to be used within in the calendar year and may not be carried into the following year.

Article 13. Clothing Allowance

The Employer shall provide each employee who works 40 hours per week a clothing allowance of \$500 annually and each employee who works 32 hours per week a clothing allowance of \$400 annually.

Article 14. Wage Rates

2023

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Police Technician | \$24.81 | \$25.63 | \$26.48 | \$27.35 | \$28.25 | \$29.19 | \$30.15 | \$31.15 |
| Police Technician Sr | \$26.80 | \$27.69 | \$28.59 | \$29.54 | \$30.52 | \$31.52 | \$32.56 | \$33.64 |

2024

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Police Technician | \$25.55 | \$26.40 | \$27.27 | \$28.17 | \$29.10 | \$30.07 | \$31.05 | \$32.08 |
| Police Technician Sr | \$27.60 | \$28.52 | \$29.45 | \$30.43 | \$31.44 | \$32.47 | \$33.54 | \$34.65 |

The Employee will qualify to move to the next step from their currently assigned step on their anniversary date in position, until they reach Step 8 (top).

Article 15. Probationary Periods

- 15.1 All newly hired, rehired, or promoted Employees will serve a one-year probationary period.
- 15.2 The Employer may extend a probationary period by 3 additional months with notice to the employee and Union.

Article 16. Annual Leave

- 16.1 Each Employee shall be entitled to annual leave away from employment with pay. Employees who work less than 40 hours per week shall accrue benefits on a pro-rata basis based on FTE. Annual leave may be used for scheduled or emergency absences from employment. Annual leave pay shall be computed at the regular rate of pay to which such an Employee is entitled provided, however, that the amount of any compensation shall be reduced by the payment received by the Employee from workers' compensation insurance, Public Employees Retirement Association disability insurance, or Social Security disability insurance. An Employee's accumulation of annual leave will be reduced only by the amount of annual leave for which the Employee received compensation.
- 16.2 The following annual leave accrual rates for employees regularly scheduled to work 32 hours per week shall be adjusted on a pro rata basis.

Annual leave shall accrue at the rate of eighteen (18) days (144 hours) per year for the

first seven (7) years (84 consecutive months) of employment with the City.

An Employee who has worked seven (7) years (84 consecutive months) shall accrue annual leave at the rate of twenty-four (24) days (192 hours) per year, beginning with the eighty- fifth (85th) month of consecutive employment with the City.

An Employee who has worked fifteen (15) years (180 consecutive months) shall accrue annual leave at the rate of twenty-six (26) days (208 hours) per year, beginning with the one hundred eighty-first (181st) month of consecutive employment with the City.

- 16.3 The maximum total accumulation of annual leave at the end of any given year shall be forty (40) days (320 hours).
- 16.4 Upon separation from employment with the City in good standing with fourteen (14) days' notice, an Employee will be paid for accrued unused annual leave remaining in the Employee's balance.
- 16.5 Sherree Smith shall retain eligibility for the Employer's retirement benefit.

Article 17. Wellness Leave

Employees will be covered by the Employer's Employee Handbook on Wellness Leave.

Article 18. Holidays

- 18.1 Employees will receive the following paid holidays on days designated by the Employer:

| | | |
|------------------------|-----------------------------|------------------|
| New Year's Day | Martin Luther King, Jr. Day | President's Day |
| Memorial Day | City-Designated Holiday | Independence Day |
| Labor Day | Veteran's Day | Thanksgiving Day |
| Day After Thanksgiving | Christmas Day | Floating Holiday |

Employees who work less than 40 hours per week shall accrue benefits on a pro-rata basis based on FTE.

- 18.2 In addition to the twelve holidays, Employees shall be paid at one and one-half (1- ½) times their base rate of pay for all hours worked on the holiday. For any overtime hours worked on a holiday, Employees will be paid two (2) times their base rate of pay.
- 18.3 The Employer will designate the holiday schedule and communicate to Employees in advance.

Article 19. Short Term Disability

Employees will be covered by the Employer's Employee Handbook on short term disability.

Article 20. Long-Term Disability

Employees will be covered by the Employer's Employee Handbook on long term disability.

Article 21. Paid Parental Leave

Employees will be covered by the Employer's Policy on Paid Parental Leave.

Article 22. Bereavement Leave

Employees will be covered by the Employer's Employee Handbook on Bereavement Leave.

Article 23. Jury Duty Pay

Employees will be covered by the Employer's Employee Handbook on Jury Duty leave.

Article 24. Tuition Reimbursement

Employees will be covered by the Employer's Tuition Reimbursement Policy.

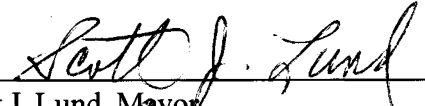
Article 25. Waiver

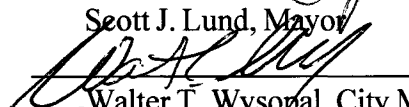
- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employee 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 the Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

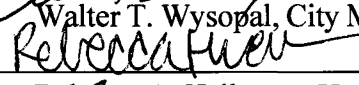
Article 26. Duration

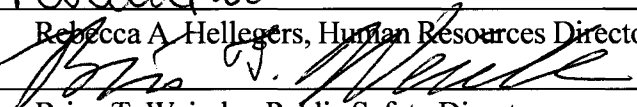
This Agreement shall be effective as of the first day of January 2023, and shall remain in full force and effect through the thirty-first day of December 2024. In witness whereof, the parties hereto have executed this Agreement on this ___ day of ___ 2023.

FOR CITY OF FRIDLEY




Scott J. Lund, Mayor 6/13/2023
(Date)


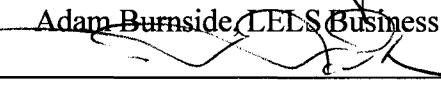
Walter T. Wysopal, City Manager 6/13/23
(Date)


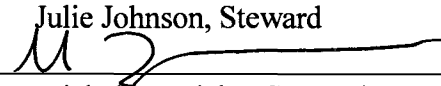
Rebecca A. Hellegers, Human Resources Director 6/13/2023
(Date)


Brian T. Weierke, Public Safety Director 06-13-23
(Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.



Adam Burnside, LELS Business Agent 6/13/2023
(Date)


Julie Johnson, Steward 6/14/2023
(Date)


Michelle Zwicky, Steward 6.15.23
(Date)