

LABOR AGREEMENT
BETWEEN
CITY OF INVER GROVE HEIGHTS
AND
LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL 189)
POLICE SERGEANTS
JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

| Article | TABLE OF CONTENTS | Starts on Page: |
|---------|---------------------------------------|--------------------|
| 1. | PURPOSE OF AGREEMENT | 1 |
| 2. | RECOGNITION | 1 |
| 3. | UNION SECURITY | 1 |
| 4. | EMPLOYER AUTHORITY | 1 |
| 5. | DEFINITIONS | 2 |
| 6. | SAVINGS CLAUSE | 2 |
| 7. | HOURS OF WORK | 2 |
| 8. | CALL BACK TIME | 3 |
| 9. | COURT TIME | 3 |
| 10. | UNIFORM ALLOWANCE | 3 |
| 11. | HOLIDAYS | 3 |
| 12. | GRIEVANCE PROCEDURE - EMPLOYEE RIGHTS | 4 |
| 13. | DISCIPLINE | 6 |
| 14. | INJURED ON DUTY | 7 |
| 15. | PERSONAL LEAVE | 7 |
| 16. | VACATIONS | 8 |
| 17. | FUNERAL LEAVE | 8 |
| 18. | LEAVE OF ABSENCE | 8 |
| 19. | SENIORITY | 8 |
| 20. | LABOR/MANAGEMENT CONFERENCES | 9 |
| 21. | DRUG AND ALCOHOL TESTING | 9 |
| 22. | WAGES | 9 |
| 23. | INSURANCE | 9 |
| 24. | P.O.S.T. LICENSE | 10 |

| | | |
|-----|---|----|
| 25. | POST EMPLOYMENT HEALTH CARE SAVINGS PLAN | 10 |
| 26. | EDUCATION INCENTIVE AND TUITION REIMBURSEMENT | 11 |
| 27. | NO STRIKE | 11 |
| 28. | DURATION AND AGREEMENT | 13 |
| | APPENDIX A | 14 |

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2021 between the CITY OF INVER GROVE HEIGHTS, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT SERVICES, INC., LOCAL 189, hereinafter called LELS, representing Police Sergeants.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment, and
- 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 the AGREEMENT.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes LELS as the formal representative of all Police Sergeants.

ARTICLE 3. UNION SECURITY

- 3.1 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 LELS.
- 3.2 LELS shall designate employees from the bargaining unit to act as steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 3.3 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notices and announcements.
- 3.4 LELS 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 4. EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, 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 establish work schedules; and to perform any inherent managerial function not specifically limited by the 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. DEFINITIONS

- 5.1 BASE ANNUAL RATE: The Employee's annual wage (as specified in Exhibit A).
- 5.2 CHIEF: The Director of the Inver Grove Heights Police Department or designee.
- 5.3 DAYS: Calendar days unless otherwise specified.
- 5.4 DEPARTMENT: The Inver Grove Heights Police Department.
- 5.5 EMERGENCY: Situations so defined by the Police Chief or designee.
- 5.6 EMPLOYEE: A member of the formally recognized bargaining unit who has completed the orientation period with the EMPLOYER and has been granted regular full-time employment status.
- 5.7 EMPLOYER: The City Council of the City of Inver Grove Heights, or its designee.
- 5.8 SHIFT: A stipulated period of work within twenty-four (24) hours.
- 5.9 STEWARD: A representative of the UNION who carries out the responsibilities of the UNION within the City.
- 5.10 UNION: Law Enforcement Labor Services, Inc., (Local 189).
- 5.11 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., (Local 189).
- 5.12 UNION OFFICER: An officer elected by LELS, Inc., (Local 189).

ARTICLE 6. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Inver Grove Heights. 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 shall continue in full force and effect. The voted provision shall be renegotiated at the request of either party.

ARTICLE 7. HOURS OF WORK

- 7.1 . The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:
 - a) hours worked on assigned shifts; the normal work shift shall be nine consecutive hours or other shift mutually agreed upon
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time
- 7.2 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 the Employee's regularly scheduled shift. Employees will be paid time and one-half (1-1/2) for

those hours that are different from their regular schedule when there is less than twenty-four (24) hours notice of the change in the regular shift.

- 7.3 Overtime will be distributed as equally as practicable.
- 7.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 7.5 Overtime will be calculated to the nearest fifteen (15) minutes
- 7.6 Shift Differential: An additional 45¢ per hour will be paid for working the Night Shift that encompasses the hours from midnight to 4:00am; all hours within the Night Shift (e.g. 18:00 to 06:00 if working a 12-hour night shift) will receive shift differential pay. Additionally, Shift Differential will be paid for all 2080 time (e.g. use of accruals and training as defined in 7.1 for EMPLOYEES who are designated and committed to cover the night shift by virtue of their set schedule. *The relief sergeant shall earn shift differential only when covering the night shift.*

ARTICLE 8. CALL BACK TIME

- 8.1 An EMPLOYEE who is called to duty during the employee's off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base rate of pay. Effective January 1, 2010, an employee shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the minimum rate above.

ARTICLE 9. COURT TIME

- 9.1 If an EMPLOYEE has been scheduled for court during off-duty time and is not notified of cancellation of the court appearance between 8:00 a.m. and 4:30 p.m. the day prior to the scheduled court appearance, Monday through Friday, shall receive a minimum of two (2) hours pay at one one-half times (1 ½) their base rate of pay. Effective January 1, 2011, Employees shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times their base rate of pay. Employees are required to call in between 8:00 a.m. and 4:30 p.m., Monday through Friday prior to the day of the court appearance.

ARTICLE 10. UNIFORM ALLOWANCE

- 10.1 Employees shall receive a clothing allowance for the purchase or maintenance of uniforms and equipment. In 2021 and 2022, Employees shall receive \$950 on account and will be allowed to carry-over up to 50% of the annual allowance to the following calendar year (\$475). ~~At the start of each new calendar year, however, the Chief may designate what amount (if any) of the annual allowance that may be elected by~~ The EMPLOYEE shall decide how to allocate the uniform allowance (e.g. 50/50 split between account and cash); however, the Chief may elect to direct employees to purchase certain uniform items if their uniforms are not duty ready.

ARTICLE 11. HOLIDAYS

11.1 Employees shall receive ninety-six (96) hours off in lieu of holidays. Upon leaving employment with the City, any unused hours will have no cash value, and will not be paid out.

11.2 Employees who work on any of the following holidays shall receive one and one-half (1-1/2) times their base rate of pay for all hours worked;

| | |
|-----------------------------------|-------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Veterans Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |

ARTICLE 12. GRIEVANCE PROCEDURE-EMPLOYEE RIGHTS

12.1 Definition of a Grievance

A "grievance" is a written claim or complaint by LELS or an Employee over the interpretation or application of the express terms of this AGREEMENT.

12.2 Union Stewards

The EMPLOYER will recognize Stewards designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. LELS shall notify the EMPLOYER in writing of the names of such LELS Stewards and of their successors.

12.3 Processing of a Grievance

It is the recognized and accepted by LELS and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and the 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 LELS 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 that the Employee and the LELS Steward 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.

12.4 Procedure

Grievances 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 immediate supervising Commander, Lieutenant, or designated representative of the EMPLOYER. Within five (5) workdays after receipt of the grievance, the Commander, Lieutenant, or designee shall meet with the aggrieved Employee to resolve the grievance. Within five (5) workdays after such meeting, the Commander, Lieutenant, or designee shall make a decision and communicate the same to the aggrieved Employee.

Step 2. If the Employee is not satisfied with the disposition of the grievance by the Commander, Lieutenant, or designee, the aggrieved Employee after notifying LELS may within five (5) workdays after receipt of the disposition of the grievance submit the grievance to the Chief. The Chief shall meet with the aggrieved Employee and within five (5) workdays after such meeting, the Chief shall make a decision and communicate the same to the aggrieved Employee and LELS.

Step 3. If LELS is not satisfied with the disposition of the grievance by the Chief, LELS may within five (5) workdays after receipt of the disposition of the grievance submit the grievance to the City Administrator. The City Administrator shall meet with LELS and within five (5) workdays after such meeting, the City Administrator shall make a decision and communicate the same to LELS. If the grievance is not resolved, either the EMPLOYER or LELS may submit the matter to mediation. Submitting the grievance to mediation preserves timelines for the arbitration in Step 5 of the grievance procedure.

Step 4. If LELS is not satisfied with the disposition of the grievance by the City Administrator, the Union may institute arbitration proceedings within ten (10) days according to the following conditions and regulations. The grievance shall be submitted to arbitration before an arbitrator. In the event the EMPLOYER and LELS cannot agree upon the selection of the arbitrator within five (5) workdays, the Director of the Bureau of Mediation Services may be requested by either party to submit a list of five (5) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of five (5) names. The last name shall serve as the arbitrator. No decision shall be made by the arbitrator without the participation of the LELS representative and the EMPLOYER, unless, in the judgment of the arbitrator, either the EMPLOYER or LELS is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the arbitrator to both parties hereto), in which case decisions may be reached without the participation of the party causing the delay.

12.5 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 LELS and shall have no authority to make a decision on any other issue so submitted.

b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in anyway, the application of laws, rules or regulations having the force and effect of law. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or 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 LELS 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 LELS 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.

- 12.6 All fees and expenses of the arbitrator shall be shared equally by the EMPLOYER paying one-half (1/2) of such fees and expenses and the Employee or LELS paying one-half (1/2). Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokespersons and all expenses incurred in preparing and presenting its arbitration case. The arbitrator shall have no right to require the EMPLOYER, LELS, or any Employee to perform any act contrary to law or provisions of this AGREEMENT.
- 12.7 If any Employee does not file a grievance in writing within fourteen (14) days after the Employee knew or should have known the act or condition on which the grievance is based, then the grievance shall be deemed to have been waived and the Employee shall not have recourse to this grievance procedure.
- 12.8 The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by mutual agreement in writing.
- 12.9 All decisions rendered shall be in writing, dated, and shall set forth the decision and reason for the decision and be transmitted promptly to LELS and to the EMPLOYER.
- 12.10 All grievances shall be presented in writing and contain the following elements:
1. Name of the aggrieved Employee.
 2. Reference to the specific portion of the AGREEMENT at issue in the grievance.
 3. The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.
 4. Requested action of the EMPLOYER to resolve the grievance.
- 12.11 Any grievance arising from a decision or interpretation of the provisions of this AGREEMENT made at a given level cannot be grieved at a lower level. In the event a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer.

ARTICLE 13. DISCIPLINE

- 13.1 Employees shall be on a twelve (12) month orientation period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such twelve (12) months' orientation period. Notwithstanding the foregoing, the Employee, during the orientation period, will be deemed to retain the position of "Patrol Officer", and retain the right to "bump back" to the patrol unit based upon the Employee's seniority. Upon completion of the orientation period, the Employee will be deemed to have seniority in this bargaining unit based upon the date the Employee began the orientation period within the unit. Employees who have completed the orientation period may be disciplined, suspended, or discharged for just cause. Orientation Employees may utilize the grievance process for disciplinary actions, excluding discharge actions, through Step 4 of the grievance process, excluding any recourse through the arbitration process.
- 13.2 Discipline may be in one or more of the following forms:

1. Oral reprimand;
 2. Written reprimand;
 3. Suspension;
 4. Demotion;
 5. Discharge.
- 13.3 Notices of suspensions, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. LELS shall be provided with a copy of each such notice.
- 13.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE 14. INJURED ON DUTY

- 14.1 Employees injured in the line of duty will use accumulated personal leave for the three (3) working days lost from work for each such injury. Should an employee in this unit receive an injury in the line of duty and is subsequently out less than three (3) working days, any of those, scheduled working hours may be reimbursed on a case by case basis determined by the Human Resources Manager or designee.
- 14.2 A worker's compensation claim that is approved shall be paid through injury on duty benefits for a maximum of ninety (90) calendar days from the date of injury at which time an Employee may be eligible for long term disability insurance. An Employee who utilizes personal leave for the first three (3) days of an injury and subsequently received a worker's compensation payment for those first three days shall, upon remittance of worker's compensation payment to the City, be entitled to a reinstatement of the three days of personal leave utilized. It shall be the obligation of the Employee to provide the City with all worker's compensation payments within five (5) working days of receipt of the payment.
- 14.3 Eligibility under the EMPLOYER'S disability insurance terminates the EMPLOYER'S payments under this Article.
- 14.4 A worker's compensation claim that is denied shall be compensated through accrued personal leave, followed by accrued vacation leave.

ARTICLE 15. PERSONAL LEAVE

- 15.1 Employees covered by this AGREEMENT shall be subject to Personal Leave of the City Code, Personnel Policy. The CITY agrees to provide the Union with a notice of its intent to change the provisions of any of these sections at least 30 (thirty) days prior to implementation of the change.
- 15.2 Personal leave may be refused by the EMPLOYER, except in cases of personal illness, if it reduces the effectiveness of the department.

- 15.3 In addition to the Sick Leave (up to 560 hours) that is converted to Personal Leave upon promotion from a Patrol Officer to a Sergeant, the Employee will be allowed to convert the remaining Sick Leave hours (over the 560 hours) at the Patrol Officer rate and paid into the Health Care Savings Plan (HCSP). No Banked Sick Leave from a Patrol Officer position will be converted nor have any value subsequent to promotion.
- 15.4 Personal Leave will be converted annually to the Post Employment Health Care Savings Plan as indicated in Article 25 of this contract.

ARTICLE 16. VACATIONS

- 16.1 Vacation leave is authorized absence from duty, with pay, earned by all regular full-time Employees based upon the most recent date of hire in accordance with the following schedule:

| <u>Continuous Years of Service</u> | <u>Hours Per Year</u> |
|---|-----------------------|
| 0 through End of 5 Years | 80 hours |
| Beginning of 6 through End of 8 Years | 120 hours |
| Beginning of 9 through End of 12 Years | 144 hours |
| Beginning of 13 through End of 17 Years | 168 hours |
| Beginning of 18 through End of 22Years | 192 hours |
| 23+ Years | 208 hours |

- 16.2 Regular full-time Employees may accrue vacation leave to a maximum of 280 hours. Employees shall use vacation leave in amounts of not less than one-half shift hour.
- 16.3 Vacation leave may be used as earned, subject to the approval of the Chief. In the event any Employee terminates employment with the EMPLOYER, the Employee shall be paid for accumulated vacation hours as of the termination date, provided the Employee has given two weeks' written notice of termination and has returned all assigned City property to the EMPLOYER.
- 16.4 Regular full-time employees may elect to cash-out up to 40 hours of Vacation Leave annually, in December of each year.

ARTICLE 17. FUNERAL LEAVE

- 17.1 A maximum of three (3) days of absence from duty shall be permitted for a death in the Employee's immediate family. Immediate family is defined as the Employee's spouse, or the following kin of either the Employee or Employee's spouse: children, mother, father, sister, brother, grandchildren, grandparents, or any of the above step relations.

ARTICLE 18. LEAVE OF ABSENCE

- 18.1 Upon formal written request, Employees may be granted a Leave of Absence without pay with the approval of the Chief and the City Administrator.

ARTICLE 19. SENIORITY

- 19.1 Senior Employees will have preference in the scheduling of holiday leave, vacation leave, and the annual shift bidding process for the regular Patrol Sergeant schedule. The City reserves and maintains the managerial authority to assign work, including work outside of the normal Police Sergeant's patrol schedule rotation, such as needed for major incident investigations, background investigations, administrative duties, etc.
- 19.2 Seniority, for purposes of this AGREEMENT, shall be determined by the Employee's length of employment in the bargaining unit.
- 19.3 A reduction of work force will be accomplished on the basis of seniority. In the event that there is a reduction in work or reorganization which results in a layoff of Employees within the unit, such Employees shall have the opportunity to "bump back" to their previous position in their former bargaining unit with the seniority they had previously accumulated within that unit. Employees shall be recalled from lay-off on the basis of seniority. An Employee on lay off shall have the opportunity to return to work within one (1) year of the time of the Employee's layoff. The EMPLOYER shall not hire a new Employee in a classification where an Employee is laid off with the right of recall. Upon notice of recall, an Employee must, within fifteen (15) days, advise acceptance or refusal of recall in writing. Notice of recall shall be by certified mail/return receipt requested. Recall notice shall be sent to the Employee's last known address.
- 19.4 An Employee's seniority shall be terminated:
1. If the Employee resigns, retires, or is discharged for cause or is otherwise separated from employment.
 2. If, when recalled to work following a layoff, the Employee fails to report to work as directed by the EMPLOYER.
 3. If the Employee's rights to recall, following a layoff, expire.

ARTICLE 20. LABOR/MANAGEMENT CONFERENCES

- 20.1 The UNION and the EMPLOYER agree that it is desirable that periodic meetings be held at mutually agreed upon times between representatives of the UNION and the EMPLOYER. Such meetings may be requested at reasonable intervals at least seven (7) days in advance by either party by placing in writing the request with a suggested agenda.

ARTICLE 21. DRUG AND ALCOHOL TESTING

- 21.1 Employees covered by this AGREEMENT agree to abide by and comply with the policies and procedures of the Drug and Alcohol Testing Policy as adopted by the City Council. Any changes to the policy shall be negotiated with the Union except as such change is required by law or other authority.

ARTICLE 22. WAGES

- 22.1 The wage rates are set forth in Appendix A attached.

ARTICLE 23. INSURANCE

23.1 All eligible employees are required to participate in the employer's health insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of the City personnel policies. All eligible employees must take a minimum of single medical coverage or be carried as a dependent under another employee of the City's health plan.

23.2 In 2021 and 2022, the EMPLOYER will contribute the following amounts to medical premiums: Single coverage: \$695.44/month for the 250/25 plan and 100% for the HRA or HSA high deductible plans; Single + 1 coverage: \$840.50/month or Family coverage \$851.91/month in any of the offered plans. The EMPLOYER will make an additional contribution of \$333 per quarter to the HRA/HSA account for employees at all coverage levels (single, single + one, family) within those plans.

The EMPLOYER will provide a Flexible Compensation/Cafeteria Insurance Program in the amount of \$330/month through the duration of this contract, for each eligible full-time employee; the EMPLOYER will contribute an additional \$56/month for employees who choose single coverage in the HRA/HSA high deductible plans. Employees covered as a dependent under another employee in the City's medical plans will have the option to waive the minimally required single medical coverage under this article and receive an annually established amount of Flexible Compensation in lieu of the other related EMPLOYER contributions.

23.3 The EMPLOYER will select and provide the Employee with long term disability insurance, accidental death and dismemberment insurance and term life insurance, in an amount equal to the Employee's annual base salary.

ARTICLE 24. P.O.S.T. LICENSE

24.1 The EMPLOYER shall reimburse employees the cost of renewing the employee's P.O.S.T. License expiring during the term of this agreement.

ARTICLE 25. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

25.1 The City will implement the Minnesota State Retirement System Post Employment Health Care Savings Plan which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes §352.98.

All employees in this group whose accumulation of personal leave has exceeded 480 hours will exchange the cash equivalent of up to 96 hours for deposit into their HCSP account. This deposit will occur annually in the month of December at a time to be determined by the Administrative Services Department. Upon termination of employment, any unused personal leave will be deposited into the employee's HCSP account. All provisions of this plan will be determined by the Minnesota State Retirement System and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be

to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

ARTICLE 26. EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

26.1 Education Incentive: Supplementary pay based on attainment of a post-secondary degree will be paid to Employees after twelve (12) months of probation in the position. The following percentages apply to employees hired or promoted into the position of Patrol Sergeant *after* January 1, 2021:

| <u>Educational Incentive For Degree Earned</u> | <u>Percentage of Base Pay</u> | |
|--|-------------------------------|------|
| | 2021 | 2022 |
| Bachelor's Degree | 7% | 6% |
| Master's Degree | 10% | 9% |

Scheduled pay out of educational incentive shall be within one month following submission of proof of degree.

EMPLOYEES hired/promoted into the bargaining unit prior to January 1, 2021 will be grandfathered into the existing Educational Incentive percentages of 4%, 7%, or 10% dependent on their current degree level or corresponding to the subsequent attainment of a higher degree level, while participating in the bargaining unit.

26.2 Tuition Reimbursement:

In order to make education more affordable for prospective students, employees may elect to receive Tuition Reimbursement – in lieu of Educational Incentive - in an amount of up to \$3,000 per year for a maximum of 4 calendar years (\$12,000) in total. If Tuition Reimbursement is elected, employees may not at any time in the future elect Educational Incentive (e.g. upon degree attainment). Tuition Reimbursement must be pre-budgeted and preapproved by the Police Chief or his/her designee. The following guidelines apply:

- The courses must be for post-secondary education or specialized law enforcement related training as pre-approved by the Chief.
- The education must relate to the current position or a higher position within law enforcement.
- The employee must receive a passing grade and submit proof along with a request for reimbursement detailing the tuition and fees.
- The employee must sign a waiver showing that they understand they will not be eligible to collect Educational Incentive at any point in the future (they may only ever receive one or the other).

ARTICLE 27. NO STRIKE

27.1 There shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the EMPLOYER (all of which are referred to as “strikes”). A strike shall mean concerted action in failing to report for duty, the willful absence from one’s position, the stoppage of work, slowdown or the absence in whole or in part from the full, faithful and proper performance of the duties of employment. No officer or representative of LELS

shall authorize, instigate, aid or condone any strike, and no Employee shall participate in any strike.

27.2 Penalties. Any Employee who violates the provisions of this Article shall have their employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee. An Employee who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs, is presumed to have engaged in a strike on such date or dates. Employees who violate the provisions of this Article may, subsequent to such violation, be employed or re-employed, but the Employee shall be on probation for two (2) years with respect to tenure of employment. No Employee shall be entitled to any daily pay, wages or per diem for the days on which they engaged in a strike.

ARTICLE 28. DURATION AND AGREEMENT

This AGREEMENT shall be effective as of January 1, 2021 and shall remain in full force and effect through the 31st day of December 2022. All terms and conditions of employment contained in this AGREEMENT will be in force for the duration of this AGREEMENT.

FOR
THE CITY OF INVER GROVE HEIGHTS:

By:

George Tourville,
Mayor

FOR
LAW ENFORCEMENT LABOR SERVICES,
INC., LOCAL 189:

By:

Kevin McGrath
LELS Business Agent

ATTEST:

Joe Lynch,
City Administrator

Sgt. Ryan Prail
LELS, Local 189
President

APPENDIX A

2021 WAGES

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|
| \$42.57 | \$43.79 | \$45.03 | \$46.27 | \$47.50 | \$48.74 | \$49.98 | \$51.21 | \$52.44 | \$54.08 |
| \$3,405.60 | \$3,503.20 | \$3,602.40 | \$3,701.60 | \$3,800.00 | \$3,899.20 | \$3,998.40 | \$4,096.80 | \$4,195.20 | \$4,326.40 |
| \$88,545.60 | \$91,083.20 | \$93,662.40 | \$96,241.60 | \$98,800.00 | \$101,379.20 | \$103,958.40 | \$106,516.80 | \$109,075.20 | \$112,486.40 |

2022 WAGES

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
| \$43.74 | \$44.99 | \$46.27 | \$47.54 | \$48.81 | \$50.08 | \$51.35 | \$52.62 | \$53.88 | \$55.57 |
| \$3,499.20 | \$3,599.20 | \$3,701.60 | \$3,803.20 | \$3,904.80 | \$4,006.40 | \$4,108.00 | \$4,209.60 | \$4,310.40 | \$4,445.60 |
| \$90,979.20 | \$93,579.20 | \$96,241.60 | \$98,883.20 | \$101,524.80 | \$104,166.40 | \$106,808.00 | \$109,449.60 | \$112,070.40 | \$115,585.60 |

2021 Wages represent a 2.5% increase over 2020 rates

2022 Wages represent a 2.75% increase over 2021 rates.

Initial placement in the range will be determined by Promotional Offer. In no case will this result in a wage equal to or less than that of the Patrol Officer classification with the City. The unshaded steps show the hourly rates that are greater than the previously negotiated rates for Sergeant and are to be used as a guide for promotional offers. Employees will move through the steps either on a common anniversary date for the department, or will follow the 6-month, 12-month, and annual review cycle, based on their promotional anniversary date.