

LABOR AGREEMENT

BETWEEN



CITY OF MINNETRISTA

AND



**Law Enforcement
Labor Services, Inc.**

LAW ENFORCEMENT LABOR SERVICES, INC.

COMMUNITY SERVICE OFFICERS: LOCAL NO. 473

JANUARY 1, 2022 - DECEMBER 31, 2023

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**LABOR AGREEMENT BETWEEN
CITY OF MINNETRISTA
AND LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 473)**

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022 between the City of Minnetrista, hereinafter called the EMPLOYER, and Local No. 473 of Law Enforcement Labor Services, Inc., hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 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, under Minn. Stat., 179A.03, subd. 7 & 14, for all employees of the Community Service Officer bargaining unit as identified by the Bureau of Mediation Services, Certification and Exclusive Representative dated February 4, 2021, Case No. 21PCE1072.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 473).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 473).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: Minnetrista Public Safety Department.
- 3.5 EMPLOYER: City of Minnetrista.
- 3.6 PUBLIC SAFETY DIRECTOR: Minnetrista Public Safety Director and C.L.E.O.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local No. 473).

- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during a scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during a scheduled shift during which the employees assigned patrol duties remain on continual duty and are responsible for assigned duties.
- 3.12 PROBATIONARY STATUS: An employee's first twelve months of continuous employment.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; establish functions and programs; set and amend budgets; determine the utilization of technology; establish and modify the organizational structure, select, direct and determine the number of personnel; establish work schedules and perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely with in 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 moneys shall be remitted to the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as Steward and alternate and shall inform the EMPLOYER, in writing, of such notice and changes in the position of Steward and/or alternate.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issues against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 6 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Minnetrista. 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 at the written request of either party.

ARTICLE 7 - EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 7.1 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.
- 7.2 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 their successors when so designated, as provided by 5.2 of this Agreement.
- 7.3 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 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 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.
- 7.4 Procedure. Grievances, as defined by Section 7.1, 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 employees' 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 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 representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative, who shall give the UNION the EMPLOYERS Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of the grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. Before filing for arbitration and upon agreement by both the EMPLOYER and the UNION, mediation services facilitated by the Minnesota State Bureau of Mediation Services may be requested.

Step 5. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the procedures adopted by the Minnesota Bureau of Mediation Services.

7.5 Arbitrators 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 close of the hearing or the submission of briefs by the parties, whichever is 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 proceeding shall be borne equally by the EMPLOYER and the UNION, provided 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.

7.6 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 limit, 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.

ARTICLE 8 - DISCIPLINE

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a. oral reprimand
 - b. written reprimand
 - c. suspension
 - d. discharge
- 8.2 Suspensions and discharges will be in written form.
- 8.3 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.

- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.5 Discharges will be preceded by a five (5) day suspension without pay.
- 8.6 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.
- 8.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of full-time continuous employment with the Public Safety Department and posted in an appropriate location. Seniority rosters may be maintained by the Public Safety Director on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER. By mutual agreement, the parties may agree in writing to an extension of probation.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before a new employee is hired.
- 9.4 One continuous vacation period shall be selected on the basis of seniority until January 1st for the period on January 1st through June 30th and until July 1st for the period of July 1st through December 31st of each calendar year.

ARTICLE 10 - WORK SCHEDULE

- 10.1 The normal work year for full-time employees will be equal to the number of Monday through Friday days in a calendar year multiplied by eight (8) hours, to be accounted for by each employee through:
 - a. hours worked on assigned shifts
 - b. holidays
 - c. assigned training

d. authorized leave time

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.

10.3 Departmental Meetings: Employees who must attend a department meeting on a scheduled day off or are not regularly scheduled to work, will receive a minimum of three (3) hours pay at one and one-half (1.5) times the employee's regular pay. Employees who are on duty or scheduled to work in conjunction with the department meeting will be entitled to an hour-for-hour regular rate of pay.

ARTICLE 11 - OVERTIME

11.1 Employees will be compensated at one and one-half (1.5) times the employee's regular base rate of pay for hours worked in excess of the employee's regularly scheduled shift, including training and department meetings when outside of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.

11.2 Overtime will be distributed as equally as practicable.

11.3 Overtime refused by employees will, for record purposes under Article 11.2, be considered as unpaid overtime worked.

11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

11.5 Overtime will be calculated to the nearest fifteen (15) minutes.

11.6 Employees have the obligation to work overtime or recall to duty if requested by the EMPLOYER unless unusual circumstances prevent the employee from doing so.

11.7 If an employee's lunch break is interrupted by an emergency or other investigatory action, the employee will be compensated at their regular rate of pay, unless this time qualifies them for one and one-half (1.5) times their rate of pay under Article 11.1.

ARTICLE 12 - INSURANCE

12.1 For 2022 the Employer will contribute the following towards employee benefits:

<u>Tier</u>	<u>Contribution</u>
Employee	\$900.00
Family	\$1,300.00

Qualifying benefits include, but may not be limited to, insurance premiums (individual

and dependent health, dental, life, and long-term disability) and contributions to an individual Health Savings Account (HSA). There will be an insurance re-opener in 2022 and 2023.

ARTICLE 13 - UNIFORMS

13.1 The EMPLOYER shall provide Uniforms and replacement equipment. The EMPLOYER retains the right to approve uniforms, equipment and footwear including purchase, replacement, and reimbursement practice.

13.1.1 Footwear and Equipment Allowance: The employee shall be allocated up to three hundred dollars(\$300.00) for the two (2) year term of the contract. This allowance is based on a \$150.00 contribution (average) for each year of the labor agreement; however, the total allowance can be spent at any time during the duration of this agreement.

13.2 All items purchased by the department will remain the property of the department.

ARTICLE 14 - SICK LEAVE

14.1 Full-time employees shall earn paid sick leave at the rate of eight (8) hours for each full month of continuous employment. Unused sick leave shall accumulate to a maximum of nine hundred sixty (960) hours.

14.2 Earned sick leave may be used by employees only for the following reasons:

14.2.1 Personal illness or a temporary physical disability which prevents the employee from performing job duties, responsibilities, and as mandated by law.

14.2.2 Sick leave may be used for the absence of any employee because of illness, injury, or disability of the employee, or because the employee must care for the employee's spouse, partner, child parent, or sibling residing with employee.

14.3 Severance Pay

a. Employees must leave in good standing, meaning the employee must provide at least a two (2) week written notice to the EMPLOYER prior to separation date.

<u>Years of Service</u>	<u>Separation Benefit</u>
Start to 5 years	0% of accumulated sick leave
6 to 10 years	25% of accumulated sick leave
11-15 years	30% of accumulated sick leave
16-20 years	40% of accumulated sick leave
21+ years	55% of accumulated sick leave

- c. Severance pay will be paid at the employee's hourly rate of pay at the time of separation. No severance pay will be paid if termination is due to disciplinary action.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.1 Eligibility. To be eligible for paid absences as established by this Article, employee must have completed the first six (6) months of the probationary period and be full-time.
- 15.2 Injury on Duty. Employees injured during performance of their duties and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular rate of pay and Workers Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated pay benefits, after a five (5) working day initial waiting period per injury. The five (5) working days waiting period shall not be charged to the employee's sick leave. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after-tax take-home pay than the employee made while working.
 - 15.2.1 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of the injury.
- 15.3 Funeral Leave. The employee shall receive a maximum of three (3) scheduled workdays leave with pay to be used because of a death in the immediate family of the employee. Immediate family is defined to include spouse, child, parent, parent-in-law, brother, sister, partner, grandparent, or grandchild.
 - With approval of the City Administrator the employee may use two (2) days accrued sick leave beyond the three days allowed if they are able to demonstrate a need for the additional time.
 - With the approval of the City Administrator the employee may use two (2) days accrued sick leave to attend the funeral of a non-immediate family member.
- 15.4 Jury Duty. Employees called for jury duty shall suffer no loss in their normal salary. Employees claiming jury duty pay shall sign over all jury duty pay to the EMPLOYER.
- 15.5 Military Reserve. Employees serving in the military reserve shall suffer no loss in their normal salary to the extent provided by law.
- 15.6 Employee Notice. Employees requesting to be absent from scheduled work shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled workday of their intended absence, the reasons for the absence and the expected duration of the absence.

ARTICLE 16 - VACATIONS

16.1 Full-time employees shall accumulate paid vacation in accordance with the following schedule based on years of continuous service:

<u>Years of Service</u>	<u>Hours of Vacation</u>
0 - 5 years of continuous service	80 hours/year
6 - 10 years of continuous service	120 hours/year
11 - 15 years of continuous service	140 hours/year
16 - 20 years of continuous service	160 hours/year
21+ years of continuous service	180 hours/year

16.2 Employees may carry over a maximum of one hundred sixty (160) hours of unused earned vacation into the succeeding calendar year.

ARTICLE 17 - HOLIDAY

17.1 All full-time employees shall be entitled to observe the following holidays and shall be compensated at their regular pay rate for these days: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Christmas Eve, Christmas, and a Floating Holiday. The listed holidays equal a total of 11 days

17.2 If employees are required to work on an observed holiday (listed in 17.1), they shall be compensated at the rate of two (2) times their regular hourly rate.

17.3 In addition to the holidays listed in 17.1, all full-time employees shall receive one (8-hour) floating holiday per year. The floating holiday must be used during the year and will not carry over to the next year. If an employee requests use of the floating holiday and is denied by the EMPLOYER, the employee will be paid eight (8) hours of regular pay.

ARTICLE 18 - PART-TIME EMPLOYEE BENEFITS

18.1 Part-time employee regularly assigned by the EMPLOYER to work more than thirty-two (32) hours per week will receive prorated benefits under this Labor Agreement, except insurance benefits, which shall be provided as stated by the Contract between the EMPLOYER and the insurance carriers.

18.2 Part-time employees regularly assigned by the EMPLOYER to work less than thirty-two (32) hours per week shall not receive any benefits under this Labor Agreement.

ARTICLE 19 - STAND-BY/COURT TIME

19.1 Employees shall be compensated one-half (0.5) hour of their regular hourly base pay for every hour placed on stand-by for court. Employees shall be responsible for checking with the department and/or attorney regarding their stand-by status.

19.2 An employee required to appear in court during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1.5) times the employee's base payrate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three-hour (3) minimum.

19.3 The EMPLOYER shall compensate employees at the Internal Revenue Service (IRS) rate, for mileage between home and court, when the employee is off-duty and driving a personal vehicle

ARTICLE 20 - WAGES

20.1 Effective on January 1, 2022, employees' base pay shall be paid according to the following:

COMMUNITY SERVICE OFFICER

Years of Service	Step Number	2022	Monthly	Yearly
Start	1	\$21.42	\$3,712.80	\$44,553.60
After 5 Years	2	\$22.30	\$3,865.33	\$46,384.00

Years of Service	Step Number	2023	Monthly	Yearly
Start	1	\$22.01	\$3,815.07	\$45,780.80
After 5 Years	2	\$22.92	\$3,972.80	\$47,673.60

20.2 COMP TIME:

Instead of overtime, employees may earn compensatory time off on a time-and one-half basis for all overtime hours. Such compensatory time may be accumulated up to forty (40) hours maximum. Employees may "bank" up to forty (40) hours of compensatory time with the option to cash it out. If overtime is required of an employee having the maximum balance, that overtime shall be paid out. This paid amount shall be included in the employee's bi-weekly paycheck.

An employee shall not be allowed to carry over a maximum of 40 hours of compensation time from one year to another. Any hours not carried over shall be paid to the employee at their current year's rate of pay.

ARTICLE 21 - WAIVER

- 21.1 Any and all prior agreements, resolutions, practices, rules, policies and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 21.2 The parties mutually acknowledge that during 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 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 to either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 22 - 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 4 day of December, 2021.

CITY OF MINNETRISTA

LAW ENFORCEMENT LABOR SERVICES, INC.

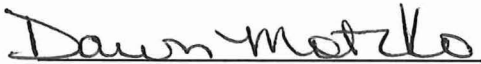


Mayor, City of Minnetrista




Jon Gates 11/24/2021

LELS Business Agent



City Clerk, City of Minnetrista



Union Steward, LELS Local #473



City Administrator, City of Minnetrista



Union Steward, LELS Local #473