

LABOR AGREEMENT

Between

THE CITY OF ROGERS



and

LAW ENFORCEMENT LABOR SERVICES



Representing

LICENSED ESSENTIAL POLICE OFFICERS

EFFECTIVE JANUARY 1, 2022, THRU DECEMBER 31, 2024

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(Rogers Police Officers)

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LABOR AGREEMENT
between
CITY OF ROGERS
and
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #509

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Rogers hereinafter called the Employer, and Law Enforcement Labor Services, Inc. Local #509 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, shall continue their dedication to the highest quality Police service and protection to the residents of Rogers. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the executive representative, under Minnesota Statutes, Section §179A.03, Subd. 14 for Police personnel in the following job classification:

All full time POST licensed essential employees of the City of Rogers Police Department who are essential employees within Minn. Stat Sec. 179A.03 excluding supervisory 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. Local #509

- 3.2 **Union Member:** A member of Law Enforcement Labor Services, Inc. Local #509
- 3.3 **Employee:** A Member of the exclusively recognized bargaining.
- 3.4 **Employer:** The City of Rogers.
- 3.5 **Chief:** The Chief of the Rogers Police Department.
- 3.6 **Union Officer:** Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #509
- 3.7 **Overtime:** Work performed at the express authorization of the Employer in excess of the employee's schedule work period and payable according to this Agreement.
- 3.8 **Scheduled Shift:** A consecutive work period including two (2) paid fifteen minute rest breaks and a thirty (30) minute paid lunch break.
- 3.9 **Rest Breaks:** Two (2) paid fifteen minute periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 **Lunch Break:** A thirty (30) minute period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 **Probation Period:** A period of time not to exceed twelve (12) calendar months from the date of employment for newly hired or rehired employees subject to the conditions of Article 8, Section 8.2. The probation period for promoted employees shall include a period of time not to exceed six (6) calendar months from the date of promotion.
- 3.12 **Employer Seniority:** Employee's length of continuous full time employment with the City of Rogers as a licensed essential employee, including approved leaves of absence.
- 3.13 **Classification Seniority:** Employee's length of continuous full-time service with the City of Rogers in a specific classification.
- 3.14 **Compensatory Time:** Time off the employee's regularly scheduled work schedule, equal in time to overtime worked.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 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.

- 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. Any benefit previously conferred by city policy or ordinance is no longer in force and effect and this Agreement expresses all the benefits, terms and conditions of employment, subject only to rights and duties imposed by Minnesota statutes and the Minnesota and United States Constitutions.

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, or a “fair share” deduction, as provided in Minnesota State Statute Section 179.65, Subd 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate employees from the bargaining unit to act as a steward and an alternative and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternative.
- 5.3 The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) 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 issued against the City 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 Representative. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by the 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 a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided, are 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 Employer 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 in Section 6.1, shall all 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 Chief of Police or Employer-designated Step 1 representative. The Chief of Police or Employer-designated Step 1 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 Employee-designated representative's final answer in Step 1. Any grievance not appealed to 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 Assistant City Administrator or Employer-designated Step 2 representative. The Assistant City Administrator or Employer-designated representative shall give the Union the Employer's 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 Assistant City Administrator or Employer-designated representative's 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 City Administrator or Employer-designated Step 3 representative. The City Administrator or Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's or 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 3-A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. A grievance not resolved in Step 3A may be

appealed to Step 4 within 10 calendar days following the date of mediation. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in 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. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

The selection of an arbitrator shall be made in accordance with the rules established by the Minnesota 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 or 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.

- 6.7 If, as a result of the written Employer response in Step 3, 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 to either Step 4 of Article 6 or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. 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

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. SENIORITY

- 8.1 Employer seniority shall be determined by the employee's length of continuous full-time employment with the City of Rogers as a licensed essential employee, including approved leaves of absence. Classification seniority shall be determined by the employee's length of continuous full-time service with the City of Rogers in a specific classification. Seniority rosters shall be maintained by the Employer, and will be posted by January 1st of each year.
- 8.2 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 the employee's previous position at the sole discretion of the Employer.

- 8.3 A reduction in work force will be accomplished by classification on the inverse basis of Employer seniority. Employees shall be recalled on the basis of Employer seniority. An employee on layoff shall have an opportunity to return to work within one (1) year of the time of the employee's layoff before any new employee is hired for that vacated position.
- 8.4 Vacation periods shall be selected on the basis of Employer seniority until April 15th of each calendar year.

ARTICLE 9. DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only. Discipline, which is not progressive, will be in one or more of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 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.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. The personnel file is defined by Minnesota Statutes Chapter 181.
- 9.5 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.
- 9.6 Grievances relating to this Article shall be initiated by the Union at Step 2 of the grievance procedure under Article 6 of this Agreement.

ARTICLE 10. WORK SCHEDULES

- 10.1 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.

- 10.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 10.3 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.
- 10.4 New positions and promotions shall be posted for two calendar weeks and all qualified personnel will be considered.

ARTICLE 11. OVERTIME PAY

- 11.1 Overtime will be compensated at one and one-half (1 1/2) times the employee's regular rate of pay for hours worked in excess of the employee's scheduled work period.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.5 Employees have the obligation to work overtime or call backs if requested by the Employer.
- 11.6 Compensatory time shall be taken either as compensatory time or in cash and no more than 100 hours may be accrued, and will be paid down to 80 hours at the last pay period of the calendar year, as per Article 30 of this contract.
- 11.7 Employees have the option to convert compensatory time to overtime pay three times a year on the first pay period in April, August, and December.
- 11.8 Any shift change requires a five (5) day notice, excluding emergencies. If under five (5) days, overtime will be paid for all shift changes.

ARTICLE 12. COURT TIME

An employee who is required to appear in court during the employee's scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.

ARTICLE 13. STANDBY PAY

Any employee placed on standby by the Employer on their regularly scheduled day off shall receive a one hour's compensation for each hour of standby time at the rate of one and a half (1/2) times the employee's base rate of pay.

ARTICLE 14. CALL BACK

An eligible employee who is called back during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 15. HOLIDAYS

15.1 Employer grants to each employee twelve (12) eight (8) hour paid holidays per year at their base pay rate. Paid holidays are as follows:

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

15.2 Any employee required to work on any holiday in 15.1 above, shall receive, in addition to regular pay, four (4) hours paid in cash at an overtime rate and eight (8) hours placed into the employee's compensation time bank. The shift must start on the holiday designated above, in order to receive holiday pay.

ARTICLE 16. VACATIONS

16.1 The following vacation schedule is based on the date of employment with the City of Rogers.

YEARS OF EMPLOYMENT	ANNUAL VACATION ACCRUAL
0 - 5 years	80 hours
6 - 10 years	120 hours
11 – 15 years	160 hours
15+ years	200 hours

Earned vacation time can be carried over into a new year if it is no more than twice what the employee earned that year. If more is accumulated, it must be taken before the last payroll prior to the employee's anniversary date or it will be lost.

- 16.2 Vacation periods shall be selected on the basis of Employer seniority until April 15th of each calendar year.
- 16.3 Vacation will be calculated on the basis of actual length of time of the assigned shift. Employees using accrued vacation, sick leave or compensatory time will be considered working for the purpose of accumulating additional leave.
- 16.4 Employees voluntarily leaving the service of the Employer after giving the Employer proper notice of termination of employment will be compensated for vacation leave accrued and unused.
- 16.5 The estate of an employee who dies while employed by the Employer will be compensated for vacation leave accrued and unused.

ARTICLE 17. LEAVE OF ABSENCE

- 17.1 **Extended Illness:** The City Council may grant an employee a leave of absence without pay for illness of an extended nature or birth or adoption of a child. The length of the leave could be granted for a maximum of one year at the discretion of the City Council. This shall be in addition to the rights granted under the Family Medical Leave Act.

ARTICLE 18. SICK LEAVE

- 18.1 The Employer grants to each employee paid sick leave at the rate of eight (8) hours per month of employment or a major fraction thereof.
- 18.2 Permanent full-time employees earn 96 hours of paid sick leave each year and can accrue up to a maximum of 800 hours. Once an employee accrues 800 hours of sick leave, additional sick leave earned is allocated one-half to vacation and one-half to sick leave for the current year. If an employee has accrued more than 800 hours, if sick leave is not used, at the end of the calendar year, the employee will be paid at his regular rate for all hours above 800 and the employee's accrual returns to 800 hours. If sick leave is used, the 8 hours per month accrues until the maximum of 800 hours is reached.
- 18.3 Sick leave may be used only for an actual illness, legal quarantine, personal disability or death in the employee's immediate family or to receive dental or medical care. According to Minnesota Statutes, a parent may use personal sick leave time to care for a sick or injured family member, as the term is defined herein.
- 18.4 The Chief shall require a physician's certificate of illness causing more than 3 consecutive days of sick leave and has the right to have the employee see a physician of the city's choice.

ARTICLE 19. INJURY ON DUTY

Any employee injured on duty shall receive up to ninety days pay without loss to any accrued sick leave or vacation leave, provided as follows:

- A. The employee reports the injury as soon as possible to the Chief or the Chief's designee.
- B. The injury is of a nature which is covered by Worker's Compensation.
- C. If requested and paid for by the Employer, the employee shall submit to an examination by a competent medical examiner of the City's choosing.
- D. The employee shall report the amount of Worker's Compensation to the Employer. The Employer shall pay the employee the difference between the Worker's Compensation and the employee's regular salary.

ARTICLE 20. FUNERAL LEAVE

- 20.1 Employees shall be granted three (3) unpaid days funeral leave for the death of an immediate family member. A one (1) day leave may be taken for funerals other than the employee's immediate family, with prior approval from the Chief of Police. An employee may use sick leave, vacation leave, or accrued compensatory time for funeral leave.
- 20.2 "Immediate family" is defined as mother, father, siblings, spouse, children, step-parents, step-children, foster children, significant other, grandparents, grandchildren, legal dependents, and spouse's mother, father, siblings, children, grandparents and grandchildren.
- 20.3 Employees on an unpaid leave under this section, as approved by the Chief of Police, will accrue benefits including, but not limited to, holidays, vacation leave, sick leave and insurance.

ARTICLE 21. JURY DUTY

An employee required to serve on jury duty shall be granted an amount of compensation which will equal the difference between the employee's regular base pay rate and the compensation paid for jury duty.

ARTICLE 22. UNIFORM ALLOWANCE

- 22.1 Each officer and sergeant shall receive an annual uniform allowance, and will be paid as follows:

January 1, 2022	\$960.00
January 1, 2023	\$960.00
January 1, 2024	\$960.00

Provided, however, that a newly hired officer, who has received an initial issue of two summer and two winter uniforms shall not receive an allowance until the employee's first anniversary of employment. Provided further, that the Chief of Police shall retain authority to determine when officers shall purchase uniforms and equipment, consistent with the Department's General Orders. The Employer shall purchase and, at the time of expiration, replace bullet resistant vests at no charge to the officer.

- 22.2 The Employer agrees to replace all clothing, equipment, and/or personal property damaged or destroyed in the line of duty at no cost to the employee.

ARTICLE 23. HEALTH, LIFE, AND DENTAL INSURANCE

- 23.1 For the years 2022 - 2024, the officers will be offered the same health insurance benefits that non-bargaining unit employees receive.
- 23.2 The City covers each employee at \$20,000 for life insurance. If you wish to buy supplemental life insurance, you may do so as an *after-tax* payroll deduction. Please contact the Clerk's Office for eligibility information and enrollment forms.
- 23.3 Group dental insurance is available as a pre-tax payroll deduction. Informational brochures and enrollment forms are available from the Clerk's office.

ARTICLE 24. SALARY SCHEDULE (See Attached Wage Schedule)

24.1

Effective the first full pay period following January 1, 2022, employees will receive a \$0.85 per hour market adjustment to Step 5 and a general wage increase of three and one-half percent (3.5%).

Effective the first full pay period following January 1, 2023, employees will receive a one and one-half percent (1.5%) market adjustment and a general wage increase of three and one-half percent (3.5%).

Effective the first full pay period following January 1, 2024, employees will receive a two percent (2.0%) market adjustment and a general wage increase of three and one-half percent (3.5%).

See appendix 1.

24.2 Longevity will be paid to the officers on the following schedule effective the first full pay period following January 1, 2022:

After the completion of 8 years of service	\$1.15 per hour
After the completion of 13 years of service	\$1.73 per hour
After the completion of 18 years of service	\$2.30 per hour

Effective the first full pay period following January 1, 2023, longevity will be paid to the officers on the following schedule:

After the completion of 6 years of service	\$1.21 per hour
After the completion of 13 years of service	\$1.82 per hour
After the completion of 18 years of service	\$2.42 per hour

ARTICLE 25. P.O.S.T. TRAINING/PEACE OFFICER LICENSE

25.1 The Employer will provide for the minimum required hours of approved P.O.S.T. training for licensure.

25.2 The Employer will pay the cost of the employee's Peace Officer License.

ARTICLE 26. WAIVER

26.1 All prior agreements, resolutions, practices, policies, rules and regulations, except the Department's general orders, regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

26.2 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 and 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 waive 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 Agreement was negotiated or executed.

ARTICLE 27. FINAL PAY PROCEDURES

- 27.1 To terminate employment with the City in good standing, employees are required to submit a letter of resignation to the Chief two weeks before they leave. Employees who terminate in good standing will receive all accrued severance benefits up to their termination date subject to the following:

Regular employees who leave before completing five (5) years of service can receive their accrued vacation time in pay or in time off before their termination date, at the discretion of the City Administrator. Employees who leave the City after five (5) years of continuous service can be paid for ½ of their unused sick leave in addition to any accrued vacation time. Employees who leave after 10 years of continuous service will additionally receive one day's pay for each full year of service to the City. An employee's beneficiary will receive these benefits if the employee dies during employee's employment.

ARTICLE 28. ADDITIONAL PAYROLL BENEFITS

- 28.1 Long-term Disability Insurance will be made available to employees as a payroll deduction.

ARTICLE 29. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

- 29.1 Employer agrees to allow employees to participate in a Post Employment Health Care Savings Plan through the Minnesota State Retirement System. That participation will be done through the employee's elected percentage of their base wage. The elected percentage amount shall be allowed only once per two years. As of first payroll in August 2010 the employee's will contribute two percent (2%) of their base wage. All severance pay per Articles 11.6 and 16.4 are paid to MSRS Post Employment Health Care Savings Plan.
- 29.2 All comp time in excess of 80 hours, accumulated prior to any wage rate increase, as of December 31st of each year, or at the time of termination, will be applied to the MSRS Post Employment Health Care Savings Plan.

ARTICLE 30. DURATION

This Agreement shall become effective the 1st day of January 2022 and remain in force and effect through the 31st of December 2024.

IT WITNESS WHEREOF, the parties have executed this Agreement on this 26 day of April, 2022 .

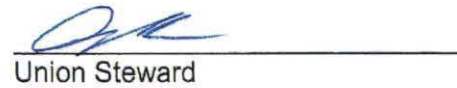
CITY OF ROGERS

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #509


Mayor


Business Agent


City Admin/City Clerk


Union Steward

Date: 4.26.2022

Date: 4/18/2022

Appendix 1

ROGERS POLICE OFFICERS

	start	6 mo.	1 year	2 year	3 year	4 year	5 year
2022	\$30.70	\$31.83	\$32.82	\$34.34	\$36.08	\$37.20	\$40.84
Detective							\$42.68
2023	\$32.25	\$33.43	\$34.48	\$36.08	\$37.90	\$39.08	\$42.90
Detective							\$44.83
2024	\$34.05	\$35.30	\$36.40	\$38.09	\$40.01	\$41.25	\$45.29
Detective							\$47.33

\$.85 Market Rate adjustment on year 1 (top step) and 3.5% COLA
1.5% Market on year 2 (all steps)
2.0% Market on year 3 (all steps)
3.5% COLA on years 2 and 3

FTO Officers assigned to field training shall receive an additional one (1) hour straight pay for each shift of authorized field training.

Canine Officers will be paid seven (7) hours of regular pay per pay period, in addition to their regular hours worked, for the care of the dog.

A Police Officer assigned to the Drug Task Force, Detective or assigned as School Resource Officer shall be paid additional compensation the equivalent of 4.5% above the top patrol rate during work hours in the assignment.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Rogers (hereafter “Employer”); and Law Enforcement Labor Services, Inc. Local #509 (hereafter Union) representing all licensed essential Police Officers in the City of Rogers Police Department, excluding supervisory and confidential employees.

WHEREAS, the Employer and Union, are parties to a collective bargaining agreement; and

WHEREAS, the Employer will be temporarily assigning Police Officers as School Resource Officers (SRO’s) for a period of up to five years; and

WHEREAS, on or about August 12, 2020, the Chief of Police issued an assignment memo for the SRO temporary assignment which includes detective duties in addition to SRO duties; and

WHEREAS, in recognition of the detective duties being assigned to the SRO’s temporary assignment as part of the August 12, 2020 assignment memo , the City will compensate SRO’s 4.5% above top Patrol rate on a year-round basis.

NOW, THEREFORE, the parties hereto agree as follows:



1. Officers assigned as an SRO will perform the duties as described in the assignment memo issued on or about August 12, 2020.
2. The assignment to SRO will be for a period of up to five years.
3. Compensation for an employee assigned to SRO will be at 4.5% above top Patrol rate, which is the current compensation rate of a Detective.
4. This Memorandum of Agreement shall not in any way constitute a precedent with respect to any other claim, grievance, or dispute arising under the collective bargaining agreement between the City and the Union.
5. The assignment made in accordance with this Memorandum of Agreement is temporary and shall not be considered a promotion.
 - a. These assignments may be modified or revoked at any time by the Employer, with or without cause, at the Employer’s sole discretion.
 - b. An employee removed from this assignment shall have no recourse pursuant to the grievance procedure in the collective bargaining agreement or the Minnesota Veteran’s Preference Act, Minn. Stat. § 197.46; and the removal shall not constitute a demotion.

6. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 26, day of April, 2022.

CITY OF ROGERS

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #509

By:  By: 

By:  By: 