

**LABOR AGREEMENT BETWEEN**  
**THE CITY OF ROSEMOUNT**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**(LOCAL #2, POLICE OFFICERS)**

**January 1, 2024 - December 31, 2025**

## INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Index	2
	Preamble	4
1	Definitions	4
2	Recognition	5
3	Management Rights and Responsibilities	5
4	LELS Rights and Responsibilities	6
5	No Strike Provision	7
6	Savings Clause	7
7	Grievance Procedure	8
8	Discipline and Discharge	12
9	Job Safety	13
10	Court Time	14
11	Call Back	14
12	Schedule Changes	14
13	Sick Leave	15
14	Funeral Leave	17
15	Lay Off	17
16	Vacations	18
17	Clothing Allowance	19
18	Longevity	19
19	Education Incentive Pay	19
20	Educational Reimbursement	19
21	Health Insurance	20

## INDEX (CONTINUED)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
22	VEBA Contribution	20
23	Dental Insurance	20
24	Life Insurance	20
25	Holidays	21
26	Overtime Pay	22
27	Training	22
28	Injury on Duty	23
29	Severance Pay	23
30	Retirement Pay	23
31	Health Care Savings Plan	24
32	Waiver	24
33	Compensatory Time Accumulation and Use	25
34	POST Licensing Fees	25
35	Contract Employment	26
36	Sigma Cardio Exam Reimbursement	26
37	Duration	26
	Signatures	26
APPENDIX "A"	Wages 2024-2025	27

**LABOR AGREEMENT BETWEEN  
CITY OF ROSEMOUNT  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
POLICE OFFICERS**

**PREAMBLE**

This AGREEMENT is made and entered into by and between the CITY OF ROSEMOUNT, hereinafter referred to as the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter referred to as LELS, as its purpose the promotion of harmonious relations between the EMPLOYER, its employees and LELS; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operations of the department; the establishment of a formal understanding relative to all terms and conditions of employment.

**ARTICLE 1 - DEFINITIONS**

- 1.1 LELS: Law Enforcement Labor Services, Inc.
- 1.2 EMPLOYER: The City of Rosemount.
- 1.3 EMPLOYEE: Member of the police bargaining unit as identified by Bureau of Mediation Services, State of Minnesota.
- 1.4 DEPARTMENT: City of Rosemount Police Department.
- 1.5 WORK DAY: Shall consist of eight (8) to twelve (12) hours as designated.
- 1.6 WORK YEAR: The work year is 2,080 hours.

- 1.7 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift. Authorization is implied when overtime work is performed and approved after the fact.
- 1.8 CITY: City of Rosemount.
- 1.9 CHIEF: The Chief of the Rosemount Police Department.
- 1.10 UNION OFFICER: Officer elected or appointed by LELS.

## ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative under Minnesota Statutes 179A.03, Subd. 8 for the members of the Rosemount Police Bargaining Unit as identified by the Bureau of Mediation Services, State of Minnesota.
- 2.2 In the event the EMPLOYER and LELS 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 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 3.1 It is recognized, except as expressly stated herein, the EMPLOYER will retain whatever rights and authority necessary for it to operate and direct the affairs of the Department in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours; to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable

work rules and regulations and to change or eliminate methods of police function, equipment or facilities.

- 3.2 The EMPLOYER agrees to publish the method by which promotions shall be made within the Department; to publish reasonable work rules and regulations, if any, and make copies of both available to members of the bargaining unit. Any new or change in existing work rules and regulations by the EMPLOYER which affect terms and conditions of employment must stand the test of reasonableness.
- 3.3 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 4 - LELS RIGHTS AND RESPONSIBILITIES

- 4.1 The EMPLOYER agrees to cooperate with LELS in the deduction of regular monthly dues, for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by LELS.
- 4.2 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 the foregoing section.
- 4.3 The EMPLOYER agrees not to enter into any AGREEMENT with members of the bargaining unit, individually or collectively, or with any other organization which in any way conflicts with the provisions of this AGREEMENT.

- 4.4 LELS may designate employees from the bargaining unit to act as representatives and shall inform the employer of such choice and of any changes in LELS representatives in writing.
- 4.5 The EMPLOYER agrees to make space available on the employee bulletin board for the posting of LELS notice(s) and announcement(s) and to make space available for meetings of the bargaining unit when it does not conflict with the operation of the Department.
- 4.6 The EMPLOYER agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absences, with prior approval and with pay, for the purpose of conducting LELS local unit business when such time will not unduly interfere with the operations of the Department.
- 4.7 The EMPLOYER agrees that process of all grievances shall be during the normal work day whenever possible, and employees shall not lose wages due to their necessary participation.

#### ARTICLE 5 – NO STRIKE PROVISION

Neither LELS, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

#### ARTICLE 6 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, the County of Dakota and the City of Rosemount. In the event that any provisions of this AGREEMENT may be held to be contrary to law by a court of competent jurisdiction from

whose final judgment or decree or appeal has been taken within the time provided, such provisions may be voided. All other provisions of this AGREEMENT may continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. For the purpose of this AGREEMENT, the term "grievance" means any dispute arising concerning the interpretation or application of the express provisions of this AGREEMENT. In the event of such grievance arising, there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this ARTICLE.
- 7.2 Grievances Regarding Discipline. Grievances relating to this ARTICLE shall be initiated by LELS in Step 3 of the grievance procedure.
- 7.3 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 employee's supervisor as designated by the EMPLOYER. The employee's direct supervisor 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's direct supervisor's final answer in



Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Lieutenant (Police Chief if the Lieutenant is the direct supervisor). The Lieutenant or Police Chief shall give LELS 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 Lieutenant or Police Chief's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Police Chief or City Administrator. The Police Chief or City Administrator shall give LELS 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 or Step 5 within (10) calendar days following the Police Chief or City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 or Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to mediation. Within ten (10) calendar days after receipt of the EMPLOYER'S Step 3 response, LELS may file a petition with the Minnesota Bureau of Mediation Services with a copy submitted to the EMPLOYER. If a mediation meeting cannot be arranged within twenty

(20) calendar days of the request for mediation, or the EMPLOYER or LELS waives mediation, LELS may appeal the grievance to Step 5. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Police Chief or City Administrator's final answer in Step 4. Any grievance not appealed in writing to Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 3 or Step 4 and appealed to Step 5 by LELS shall be submitted to arbitration. If the parties are unable to agree on the selection of an arbitrator, LELS shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.4 Arbitrator's Role. The arbitrator selected shall hear and decide the grievance. Each party shall be responsible for equally compensating the arbitrator's fee and necessary expenses. Each shall be responsible for compensating respective witnesses.

7.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties of this AGREEMENT and shall have no authority to make a decision on any other matter not so submitted. If the grievance involved discipline or discharge by the EMPLOYER, the arbitrator shall have the authority to sustain either position or to modify, amend or rescind the penalty of such action at the sole discretion of the arbitrator.

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 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 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.

7.6 Any or all of the time limits contained in this ARTICLE may be extended by mutual AGREEMENT and such extension will not be unduly withheld.

7.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 4 the grievance remains unresolved, and if the grievance involves the written reprimand, suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 5 of ARTICLE 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 7 the grievance is not subject to the arbitration procedures as provided in Step 5 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of ARTICLE 7 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 5 of ARTICLE 7. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

## ARTICLE 8 - DISCIPLINE AND DISCHARGE

### 8.1 Discipline.

Disciplinary action by the EMPLOYER shall be for just cause and shall include the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

### 8.2 Notification of the Employee.

8.21 Suspension, demotions and discharges will be in written form.

8.22 Notices of suspension, demotion, or discharge shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

### 8.3 Discharge.

8.31 Discharge shall be for just cause only.

8.32 The statement of charges shall be served upon the employee with a copy by registered mail to LELS.

- 8.33 Upon receipt of the statement of charges, a grievance may be filed in accordance with ARTICLE 7.
- 8.34 Prior to any hearing or arbitration process, a joint meeting may be held by AGREEMENT of the EMPLOYER and LELS in an effort to resolve the disputed discharge.

#### 8.4 Personnel Records

- 8.41 Copies of all letters of commendation, complaints and written reprimands that are entered into the employee's permanent personnel file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.
- 8.42 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. The employee and LELS will receive a copy of such reprimands and/or notices.
- 8.43 After five (5) years of "no same for similar discipline", oral and written reprimands will be removed from the employee's personnel file after five (5) years upon at the employee's request. The documents will be retained per Data Practices requirements in a separate file.

### ARTICLE 9 - JOB SAFETY

It shall be the policy of the EMPLOYER that the safety of employees, the protection of work areas, the adequate training in necessary safety practices and the prevention of accidents are a continuing and integral part of its every day responsibility. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include

the proper use of vehicles, equipment and all safety devices in accordance with recognized safety procedures. It shall be the responsibility of the EMPLOYER to maintain all EMPLOYER-owned equipment in a safe and workable order, repairing or replacing as needed.

#### ARTICLE 10 - COURT TIME

An employee who is scheduled to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 1/2) times the employee's regular hourly rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3)-hour minimum. When an employee is notified of a cancellation of court appearance more than twenty-four (24) hours prior to the scheduled appearance, no court time shall be authorized.

#### ARTICLE 11 - CALL BACK

- 11.1 Any employee called back to work outside of the employee's regularly scheduled shift, with less than 120 hours' notice, shall be paid for a minimum of two (2) hours' pay at one and one half (1 1/2) times the employee's pay rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the two (2)-hour minimum. Call back starts at the time of employee's report for duty.
- 11.2 Call back hours earned at the rate of one and one-half (1 1/2) times shall go towards any hours owed by the employee to the Employer. Upon fulfillment of the hours owed by the employee to the Employer, employee shall be compensated at one and one-half (1 1/2) times the employee's regular pay rate.
- 11.3 Employee training shall not be considered call back.

#### ARTICLE 12 – SCHEDULE CHANGES

Changes of scheduled shifts do not qualify an employee for overtime unless a schedule change is made by the EMPLOYER less than seven (7) days in advance. For employees assigned to the position of Investigator, Liaison, Community Resource Officer, or Drug Task Force Officer, a schedule change, without overtime, and with advance notice of seven (7) days may be mutually agreed upon by the affected employee and EMPLOYER. Such schedule changes will accommodate the unique duties required of the general detective position.

ARTICLE 13 - SICK LEAVE

- 13.1 Full-time, benefit-eligible employees will be front-loaded with ninety-six (96) hours of sick leave on January 1<sup>st</sup>. Employees hired mid-year will be front-loaded according to the following schedule:

January hires	96 hours
February hires	88 hours
March – December hires	80 hours

- 13.2 Earned sick leave may be accumulated with no maximum accrual for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours.
- 13.3 Sick leave may be used under the conditions and for the persons and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of sick leave in excess of three (3) days may require written documentation. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.

- 13.4 If abuse of sick leave is suspected, as evidenced by the repeated or systematic use of sick leave, the EMPLOYER may require written documentation upon written notification to the employee from the EMPLOYER.
- 13.5 Use of sick leave benefits for reasons other than those stated in 13.3 of this ARTICLE shall be just cause for disciplinary action.
- 13.6 Notification. If the need for use of sick leave is foreseeable, the employee shall give seven (7) days' advanced notice. Employees unable to report for their work day because of illness, injury, or other unforeseeable need shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to disciplinary action.
- 13.7 Upon request of a full-time employee who is absent from work as the result of a compensable injury covered under the provisions of the Workers' Compensation Act, the EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Workers' Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.
- 13.71 Such payment shall be made by the EMPLOYER to the employee only for the period of the disability or until the employee's earned sick leave is exhausted.
- 13.72 The deduction from an employee's earned sick leave shall be a pro-rated amount based on Workers' Compensation benefits and the employee's normal daily wages.
- 13.8 In the event of the death of an employee, the estate shall be entitled to 70% of the employee's accumulated sick leave at the rate last paid to the employee.



13.9 On January 1<sup>st</sup> and July 1<sup>st</sup>, only, of each year, employees may elect to sell accumulated sick leave to the EMPLOYER if the employee's accumulated sick leave is in excess of sixty (60) days or 480 hours. This buyout provision will be computed by multiplying the number of hours being sold times the employee's regular rate of pay times a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

Start of 2 <sup>nd</sup> year through completion of 5 <sup>th</sup> year:	15% x rate x hours
Start of 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year:	30% x rate x hours
Start of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year:	45% x rate x hours
Start of 16 <sup>th</sup> year and above:	60% x rate x hours

ARTICLE 14 - FUNERAL LEAVE

A maximum of three (3) days' leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, child/step-child, grandparent and employee's mother-in-law and father-in law. Up to two (2) additional days of leave may be granted, with approval, in the death of the employee's spouse, child/step-child or parent. A one-day leave with pay will be granted upon request in the event of the death of other relatives. The actual time off, and funeral leave approved, will be determined by the employee's supervisor depending on individual circumstances such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.

ARTICLE 15 - LAY OFF

15.1 When a reduction in the work force becomes necessary, the employee with the least seniority shall be laid off first provided other employees are qualified to perform the duties of the employee with the least seniority. The last employee

laid off shall be the first to be recalled for work. No new employees shall be hired until the lay-off list has been exhausted.

15.2 Employees on lay-off shall have recall rights for two (2) years. The names of employees whose recall rights have expired shall be removed from the lay-off list.

#### ARTICLE 16 - VACATIONS

16.1 All full-time employees shall accrue vacation hours on the 1<sup>st</sup> and 2<sup>nd</sup> pay period each month. Employees hired or terminated during a month would receive a vacation accrual if they worked a shift during the applicable pay period. Hours accrued will be based on the following schedule:

Start date through completion of 1 <sup>st</sup> year:	6.67 hours/month (80 hours/year)
Start of 2 <sup>nd</sup> year through completion of 3 <sup>rd</sup> year:	8 hours/month (96 hours/year)
Start of 4 <sup>th</sup> year through completion of 10 <sup>th</sup> year:	12 hours/month (144 hours/year)
Start of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year:	14 hours/month (168 hours/year)
Start of 16 <sup>th</sup> year and above:	16 hours/month (192 hours/year)

16.2 All full-time employees may accumulate vacation accrual based on years of service to the maximum prescribed in the following schedule:

Start date through completion of 10 <sup>th</sup> year of service:	240 hours
Start of 11 <sup>th</sup> year of service and above:	280 hours

16.3 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

16.4 Vacation requests are to be submitted on or before March 1<sup>st</sup> of the year the vacation is to be taken.

16.5 Vacation schedule approval will be granted in order of seniority. After March 1<sup>st</sup>, additional vacation requests will be granted on a first come, first served basis.

ARTICLE 17 - CLOTHING ALLOWANCE

- 17.1 The annual clothing allowance for current patrol officers shall be one thousand seventy-five dollars (\$1,075). The clothing allowance will be subject to tax; receipts will not be required.
- 17.2 The EMPLOYER agrees to provide each new employee with a complete uniform. If an employee does not complete the required probationary period, all uniforms will be returned to the EMPLOYER before the employee receives their final payroll check.
- 17.3 Clothing allowance for new employees will be prorated from their first day of employment to the end of the calendar year.

ARTICLE 18 - LONGEVITY

Longevity will be paid according to the following:

Start date through completion of 4 <sup>th</sup> year of service:	1% of current salary (Associate's Degree)
Start date through completion of 4 <sup>th</sup> year of service:	2% of current salary (Bachelor's Degree)
After completion of 4 years:	3% of current salary
After completion of 8 years:	5% of current salary
After completion of 12 years:	7% of current salary
After completion of 16 years:	9% of current salary

ARTICLE 19 - EDUCATION INCENTIVE PAY

After completion of 4<sup>th</sup> year of service, those with a bachelor's degree will receive a 2-year adjustment to their longevity date, crediting them with two (2) additional years of service for calculation of longevity only.

ARTICLE 20 - EDUCATION REIMBURSEMENT

- 20.1 If an employee chooses to be reimbursed for their education, the EMPLOYER will pay 100% of all costs of taking a class not to exceed \$1,250.00 a year for

classes approved by the EMPLOYER. The EMPLOYER will also pay fifty (50%) percent of costs above the initial \$1,250.00 for classes approved by employee's department head and the City Administrator and successfully completed.

20.2 Eligibility and reimbursement will be based on the conditions and criteria set out in the City of Rosemount's "Tuition Reimbursement Program".

#### ARTICLE 21 - HEALTH INSURANCE

21.1 The EMPLOYER shall make available one (1) plan that provides single coverage premiums paid one hundred percent (100%) by the EMPLOYER.

21.2 The EMPLOYER shall pay seventy-five percent (75%) of the family insurance premium.

21.3 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual group health insurance coverage.

#### ARTICLE 22 – VEBA/HSA CONTRIBUTION

The Employer shall contribute \$635 into the employee's VEBA account for those electing the single or family VEBA plan. Contributions will take place in January of the Plan year. For employees electing the High Deductible Hybrid plan, the EMPLOYER shall contribute \$800 for single coverage twice per year (January and July) or \$1,600 for family coverage twice per year (January and July) of the Plan year into the employee's HSA or VEBA account. Employees hired after January 31<sup>st</sup> will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA Plans.

#### ARTICLE 23 - DENTAL INSURANCE

The Employer shall pay one hundred percent (100%) of the cost of dental insurance coverage for the employee. Employees may elect dependent coverage at their own expense.

#### ARTICLE 24 - LIFE INSURANCE

24.1 The EMPLOYER shall pay one hundred percent (100%) of the cost of employee life insurance coverage in the amount of \$15,000 within a Plan selected by the EMPLOYER.

24.2 The EMPLOYER shall pay the first nine dollars (\$9.00) for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 25 - HOLIDAYS

25.1 Holidays shall be as follows:

1. New Year's Day	8. Veterans' Day
2. Martin Luther King Day	9. Thanksgiving Day
3. Presidents' Day	10. Day After Thanksgiving Day
4. Memorial Day	11. Christmas Eve
5. Juneteenth	12. Christmas Day
6. Independence Day	13. Floating Holiday (8 hours)
7. Labor Day	

25.2 Each employee shall be credited with a bank of holiday hours in the amount of 104 hours, including the floating holiday. Up to 96 hours of holiday leave time that is remaining in the employee's holiday leave bank after the first pay period of November will be cashed out at the employee's current base pay rate. Any hours greater than 96 hours remaining in the employee's holiday bank must be used by December 31<sup>st</sup> or are forfeited. The EMPLOYER reserves the sole right to grant holiday leave and floating holiday leave time.

With the exception of the Floating Holiday, employees that are mandated by the EMPLOYER to work on holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked on the above-referenced holidays. With the exception of the Floating Holiday, all

holiday pay under this ARTICLE will be based on actual holidays and not the date observed by the City for certain holidays such as when Christmas Day falls on a Saturday or Sunday and is observed on a Friday or Monday.

Employees assigned by the EMPLOYER as an Investigator, Liaison, Community Resource Officer or Drug Task Force Officer may be required to take holiday pay on the date observed by the City of Rosemount unless pre-approved by supervisor to use on another date.

New employees will be provided with a prorated amount of holiday hours. Employees leaving employment of the City who have used more than the prorated amount of holiday hours shall be subject to repayment of those hours from their final paycheck.

#### ARTICLE 26 - OVERTIME

Employees shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate in excess of the regularly scheduled shift per the approved schedule. All earned overtime shall be applied towards any hours the employee owes to the EMPLOYER before the employee can be compensated for overtime or before an employee can accumulate compensatory time. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

#### ARTICLE 27 - TRAINING

- 27.1 It shall be the responsibility of the EMPLOYER to seek and schedule the employee for training to satisfy P.O.S.T. Board requirement. It shall be the employee's responsibility to alert the EMPLOYER of the employee's training needs well in advance of re-certification or re-licensing. Employees will receive straight-time pay for all training.

27.2 In the event that the actual training time was less than the scheduled time, the officer shall have the option of working for the remaining scheduled time or be paid only for the time spent on training.

ARTICLE 28 - INJURY ON DUTY

28.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER shall receive eighty percent (80%) of their full wages during the period of incapacity not to exceed a period equal to eight (8) months.

28.2 The City will be advised of Workers' Compensation payments and thereafter pay to the employee an amount that shall bring the employee's compensation up to eighty percent (80%) of the employee's full salary.

ARTICLE 29 - SEVERANCE PAY

Regular full-time employees leaving the service of the EMPLOYER in good standing for any reason other than retirement and with two (2) weeks' advance notice will receive payment at the employee's rate at time of leaving employment, as prescribed below:

Vacation: Employee to receive accrued amount.

Sick Leave:

Start date through completion of 5 <sup>th</sup> year:	15% of accumulated sick leave
Start of 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year:	30% of accumulated sick leave
Start of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year:	45% of accumulated sick leave
Start of 16 <sup>th</sup> year and above:	60% of accumulated sick leave

ARTICLE 30 - RETIREMENT PAY

Regular full-time employees who leave the City's employment to accept a retirement annuity will receive payment at the employee's rate at time of retirement as prescribed below:

Vacation: Employee to receive accrued amount.

Plus:

Start date through completion of 5 <sup>th</sup> year:	15% accumulated sick leave + 2 weeks' pay
Start of 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year:	30% accumulated sick leave + 2 weeks' pay
Start of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year:	45% accumulated sick leave + 4 weeks' pay
Start of 16 <sup>th</sup> year and above:	60% accumulated sick leave + 4 weeks' pay

**ARTICLE 31 – HEALTH CARE SAVINGS PLAN**

Law Enforcement Labor Services, Inc., Local No. 2 employees are eligible to participate in the Minnesota Post-Employment Health Care Savings Plan established under Minnesota Chapter 352.98 (2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the EMPLOYER on behalf of the employee will be deposited into the employee’s post health care savings plan account as defined below.

Upon retirement, all employees eligible for the retirement pay in Article 29 of the Labor Agreement will have funds deposited in their Post-Retirement Health Care Savings Plan as outlined in the table below. In addition, eligible employees will contribute on a bi-weekly basis as defined in the following table:

<b>Years of Service Time with the City of Rosemount</b>	<b>0 to 8 years</b>	<b>Beginning 9<sup>th</sup> Year to 16 Years</b>	<b>Beginning of 17<sup>th</sup> Year Plus</b>
<b>Retirement Contribution</b>	0	100% of eligible sick leave, vacation, comp, and retirement pay.	100% of eligible sick leave, vacation, comp, and retirement pay.
<b>Bi-Weekly Contribution</b>	1%	2%	3% of income each pay period

**ARTICLE 32 - WAIVER**



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

#### ARTICLE 33 - COMPENSATORY TIME ACCUMULATION AND USE

- 33.1 Compensatory time may be accumulated for overtime worked at the rate of one and one-half (1 1/2) times at the discretion of the EMPLOYER.
- 33.2 Compensatory time off, if granted by the EMPLOYER, may be allowed to accumulate to a maximum of one hundred twenty (120) hours.
- 33.3 Compensatory time off shall be a feature of this AGREEMENT only as long as compensatory time off does not jeopardize the City's position with regard to the Fair Labor Standards Act and according to Federal and State Law.

#### ARTICLE 34 - POST LICENSING FEES

The EMPLOYER shall pay the POST licensing renewal fee for each employee.

ARTICLE 35 - CONTRACT EMPLOYMENT

The EMPLOYER shall maintain authority in negotiating contracts with outside agencies or organizations for the utilization of patrol officers, but the EMPLOYER shall meet and confer with the union representative in matters of contracting for use of union members in outside work.


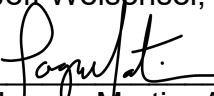
ARTICLE 36 – SIGMA CARDIO EXAM REIMBURSEMENT

Upon completion of Sigma Cardio Exam, the City agrees to reimburse eligible employees for employee out-of-pocket expense of the exam every three (3) years. Expenses for which the employee could be compensated through other programs, such as health insurance, donated funds, foundations or wellness programs, will not be eligible. Proof of exam and payment must be submitted for reimbursement within forty-five (45) days of exam date.


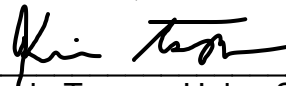
ARTICLE 37 - DURATION

Except as herein provided, this AGREEMENT shall be effective January 1, 2024, and shall continue in full force and effect until December 31, 2025 and thereafter until modified or amended by mutual agreement of the parties.

**FOR THE CITY OF ROSEMOUNT**

	1/8/2024
_____ Jeff Weisensel, Mayor	Date
	1/8/2024
_____ Logan Martin, Administrator	Date

**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**

	1/5/2024
_____ Brian Bone, Business Agent	Date
	1/5/2023
_____ Kevin Tapper, Union Steward	Date
_____ Stephen Johnson.	1/5/2023
_____ Stephen Johnson, Union Steward	Date

## APPENDIX A

### Patrol Officers

<u>2024</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 14	\$77,596.43	\$82,470.31	\$87,344.19	\$92,218.07	\$97,091.95

<u>2025</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
*Grade 14A	\$80,700.29	\$85,769.13	\$90,837.96	\$95,906.80	\$100,975.63

\*2025 pay range includes a 0.5% retention incentive. This will create a new pay grade for patrol officers – Grade 14A.

### INVESTIGATOR/LIAISON/COMMUNITY RESOURCE OFFICER/DRUG TASK FORCE OFFICER

Employees assigned by the EMPLOYER to the positions of Investigator, Liaison, Community Resource Officer, and Drug Task Force Officer shall be paid an additional amount as listed below:

	2024-2025
Investigator	4.75% per month
Liaison	4.75% per month
Community Resource Officer	4.75% per month
Drug Task Force Officer	4.75% per month

When an officer is assigned to a drug task force as their regular shift for a consecutive two-week period or longer, it is considered to be an investigative position and they will be paid an investigator rate (prorated if less than a month full-time). If an officer is performing extra duty on a task force outside of normal patrol work hours, the officer will be paid patrol overtime.

### FIELD TRAINING OFFICER PAY

Employees while assigned by the EMPLOYER to the position of Field Training Officer shall be paid for an additional two (2) hours at their current hourly rate per shift. Earned FTO hours may be placed in the employee's compensatory bank or be paid at the current hourly rate.