

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF SHAKOPEE**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**

**Police Officers**

**Effective January 1, 2021 – December 31, 2023**

## INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. PURPOSE OF AGREEMENT.....	4
2. RECOGNITION.....	4
3. DEFINITIONS .....	4
4. EMPLOYER SECURITY .....	5
5. EMPLOYER AUTHORITY .....	5
6. UNION SECURITY .....	5
7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE .....	6
8. SAVINGS CLAUSE .....	8
9. SENIORITY .....	8
10. DISCIPLINE .....	9
11. CONSTITUTIONAL PROTECTION .....	9
12. WORK SCHEDULE .....	9
13. OVERTIME .....	10
14. COMP TIME .....	10
15. COURT TIME .....	10
16. CALL BACK TIME .....	10
17. WORKING OUT CLASSIFICATION .....	11
18. INSURANCE .....	11
19. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN.....	11
20. STANDBY .....	11
21. UNIFORMS .....	11
22. LONGEVITY .....	11

## INDEX

<u>ARTICLE</u>	<u>PAGE</u>
23. HOLIDAYS .....	12
24. VACATIONS .....	12
25. SICK LEAVE .....	12
26. BEREAVEMENT LEAVE .....	13
27. SEVERANCE PAY .....	13
28. INJURY ON DUTY .....	13
29. PREMIUM PAY .....	13
30. FIELD TRAINING OFFICERS .....	13
31. POST LICENSE.....	14
32. WAIVER .....	14
33. DURATION .....	14
APPENDIX A - WAGES .....	15
APPENDIX B - INCENTIVE PAY SYSTEM .....	16
APPENDIX C – POST EMPLOYMENT HEALTH SAVINGS PLAN .....	19

LABOR AGREEMENT  
BETWEEN  
THE CITY OF SHAKOPEE  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into as of January 1, 2020, between the City of Shakopee, hereinafter called the Employer, and the 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 Minnesota Statutes, Section 179A.03, Subdivision 14, for all Police Personnel in the following job classification:

Police Officer
- 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: The Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., Local No. 292.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Shakopee Police Department.
- 3.5 EMPLOYER: The City of Shakopee
- 3.6 CHIEF: The Chief of the Shakopee Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc.
- 3.8 INVESTIGATOR/DETECTIVE: An employee specifically assigned or classified by the Employer, to the job classification and/or job position of Investigator/Detective.

- 3.9 SCHOOL RESOURCE OFFICER: An employee specifically assigned or classified by the Employer to the job duties of School Resource Officer in the Junior High or Senior High, during the regular nine-month school year.
- 3.10 MULTI-HOUSING OFFICER: An employee who is assigned to work with the management and occupants of attached housing developments, with a focus to reduce criminal activity and foster positive police-community relations.
- 3.11 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.12 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.13 REST BREAKS: Periods during the Scheduled Shift, during which the employee remains on continual duty and is responsible for assigned duties.
- 3.14 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.

#### ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with, the normal functions of the Employer.

#### ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 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 perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

#### ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorized such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be submitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the employer, in writing, of such choice and changes in the position of steward and/or alternate.

- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 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 of their successors when so designated, as provided by Section 6.2 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 that the employee and the Union representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 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 employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed by Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated 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. The 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 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 following the Employer-designated representative's final Step 2 answer 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 such Step 3 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

A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 3 answer. If the grievance is submitted to mediation and not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated representative's final Step 4 answer.

### Step 5

A grievance unresolved in Step 4 and appealed to Step 5 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 rules established by the Bureau of Mediation Services.

## 7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms 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 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 of 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, providing 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 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last

answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union, in each step.

7.7 Choice of Remedy

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 5 of Article VII or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII 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 VII.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to all applicable laws. 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 the Agreement shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

ARTICLE 9. SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department in a sworn position and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period a newly hired or re-hired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 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 in two (2) years of the time of his/her layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.



- 9.6 One continuous vacation period shall be selected on the basis of seniority until February 1<sup>st</sup> of each year.

#### ARTICLE 10. DISCIPLINE

- 10.1 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) demotion; or
  - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 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 the signature of the employee. Employees and the Union will receive a copy of such reprimands and notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension, without pay.
- 10.6 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.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure, under Article VII.

#### ARTICLE 11. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

#### ARTICLE 12. WORK SCHEDULE

- 12.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:
- a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training; and
  - d) authorized leave time.
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum of hours the Employer may assign employees.

### ARTICLE 13. OVERTIME

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5.1 Employees have the obligation to work overtime or callbacks if requested by the Employer, unless unusual emergency circumstances prevent the employee from so working.

### ARTICLE 14. COMP TIME

- 14.1 All employees may carryover up to 40 hours of accumulated comp time from one payroll year to the next. Any hours of accumulated comp time in excess of 40 hours as of the end of the last pay period of the payroll year will have those hours converted into cash. The conversion will take place once a year as of the last pay period of the year.
- 14.2 An employee who is separated for any reason shall be paid for any accumulated comp time leave. Payment of comp time hours will be converted into cash and paid to the employee.

### ARTICLE 15. COURT TIME

An employee who is required to appear in Court during his or her 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 base pay rate, or three hours minimum compensatory time off at time and one-half (1 1/2), at the employee's discretion.

An employee who is scheduled for Court during off-duty time, but subsequently canceled, shall be entitled to two (2) hours pay at the employee's base rate, unless the employee was notified of the cancellation prior to 5:00 PM of the preceding business day. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hour minimum.

### ARTICLE 16. CALL BACK TIME

An employee who is called to duty during his or her 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 base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

When called back, the employee will be assigned to work a minimum of three (3) hours.

#### ARTICLE 17. WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification in the bargaining unit shall receive the salary schedule of the higher classification for the duration of the assignment.

#### ARTICLE 18. INSURANCE

Police employees covered under this contract shall receive contributions towards health insurance premiums equal to that of non-contract employees. In addition, the City shall provide life and long term disability insurance equal to that of non-contract employees.

#### ARTICLE 19. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN

Police employees covered under this contract shall be enrolled in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP). The City shall contribute \$35 per month to each employee's HCSP, and automatically deposit a percentage of each employee's regular pay and severance pay, as outlined in Appendix C.

#### ARTICLE 20. STANDBY PAY

Employees required by the Employer to standby shall be paid for such standby time at the rate of one hours' pay for each on standby.

#### ARTICLE 21. UNIFORMS

Employees will be paid a uniform allowance during January of each year. The allowance will be nine hundred, twenty-five dollars (\$925) for the life of the contract.

#### ARTICLE 22. LONGEVITY

22.1 Effective 1/3/2021 all employees having elected the longevity plan shall be transition to the incentive pay plan. All new hires shall be placed on the incentive pay plan.

#### ARTICLE 23. HOLIDAYS

23.1 All permanent employees and full-time probationary employees shall be eligible for ninety-six hours of holiday pay (12 paid holidays).

23.2 Any employee required to work on any of the following listed twelve (12) paid holidays shall receive an additional one-half (1/2) times his/her base pay rate in addition to the regular holiday time off:

- |                             |                                |
|-----------------------------|--------------------------------|
| 1. January 1st              | 7. First Monday in September   |
| 2. Third Monday in January  | 8. November 11th               |
| 3. Third Monday in February | 9. Fourth Thursday in November |
| 4. Easter Sunday            | 10. Fourth Friday in November  |
| 5. Last Monday in May       | 11. December 24th              |



brother-in-law, sister-in-law, step-brother, step-sister, son-in-law, daughter-in-law, grandparent, grandchild, or any relative residing permanently with and dependent upon the employee. Funeral leave benefits for the deaths of individuals other than members of the immediate family shall be charged to vacation time.

#### ARTICLE 27. SEVERANCE PAY

Any employee who has completed five (5) years of employment with the City of Shakopee and is separated from his/her position by retirement, discharge or resignation shall receive severance pay of forty-five percent (45%) of a maximum of nine hundred sixty (960) hours of accumulated regular sick leave calculated on the basis of his/her current wage scale. Should any employee resign without giving two (2) weeks written notice, except for reasons of ill health, they shall forfeit his/her right to all accumulated leave. See appendix C for accelerated Sick Leave Severance Payout.

#### ARTICLE 28. INJURY ON DUTY

Employees injured while on duty, through no fault of the employee, shall be paid the difference between the employee's regular rate of pay and workers compensation benefits for a period not to exceed seventy-five (75) working days, in accordance with guidelines set forth in M.S. 176.021, Subd. 5, beginning with the sixth (6th) working day of such injury. Such time shall not be charged against the employee's sick leave, vacation or other accumulated benefits.

#### ARTICLE 29. PREMIUM PAY

When no supervisor such as the Police Chief, a Captain or a Sergeant is working, but two or more officers are working for a period of two hours or more, the senior officer is in charge and responsible for the maintenance of those standards and procedures necessary for the department to function properly. Being in charge for a period of two hours or more will then qualify the senior officer for premium pay of \$1.20 per hour.

#### ARTICLE 30. FIELD TRAINING OFFICERS

Employees acting as Field Training Officers (FTOs) shall receive two hours (2.00) of pay for each shift worked as FTO.

#### ARTICLE 31. POST LICENSE

The Employer will pay up to ninety dollars (\$90) towards the renewal of the Police Officers Standards and Training (POST) License every three years, while the officer is actively employed by the City of Shakopee.

#### ARTICLE 32. WAIVER

- 32.1 Any and all prior agreements, resolutions, practices, 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 Agreement was negotiated or executed.

ARTICLE 33. DURATION

This agreement shall be effective as of the first (1st) day of January, 2021 and shall remain in full effect until the thirty-first (31st) day of December, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19<sup>th</sup> day of January, 2020: 2021

FOR THE CITY OF SHAKOPEE



\_\_\_\_\_  
Mayor

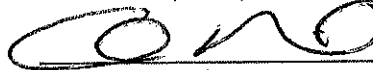


\_\_\_\_\_  
City Administrator



\_\_\_\_\_  
City Clerk

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 292



\_\_\_\_\_  
Union Steward



\_\_\_\_\_  
Union Steward

  
\_\_\_\_\_  
LELS Business Agent

## APPENDIX A WAGES

Effective January 4, 2021									
Add steps 6-9, \$0.90 market adjustment on steps 6-8, \$1.20 market adjustment on step 9									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	31.20	33.79	36.40	39.00	41.59	42.49	42.49	42.49	42.79
Monthly	\$ 5,408	\$ 5,857	\$ 6,309	\$ 6,760	\$ 7,209	\$ 7,365	\$ 7,365	\$ 7,365	\$ 7,417
Effective January 3, <del>2021</del> 2022									
\$0.30 market adjustment on step 7, \$0.90 market adjustment on step 8, \$1.20 market adjustment on step 9; 2.5% COLA									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	31.98	34.63	37.31	39.98	42.63	43.55	43.86	44.47	45.09
Monthly	\$ 5,543	\$ 6,003	\$ 6,467	\$ 6,929	\$ 7,389	\$ 7,549	\$ 7,602	\$ 7,709	\$ 7,816
Effective January 2, <del>2021</del> 2023									
\$0.60 market adjustment on step 7, \$0.90 market adjustment on step 8, \$1.20 market adjustment on step 9; 2.5% COLA									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	32.78	35.50	38.24	40.97	43.70	44.64	45.57	46.51	47.45
Monthly	\$ 5,682	\$ 6,153	\$ 6,629	\$ 7,102	\$ 7,574	\$ 7,738	\$ 7,899	\$ 8,062	\$ 8,224

The Employer agrees to pay a shift differential three hundred dollars (\$300) per month to the employees appointed or assigned by the Employer to act as an Investigator/ Detective.

Employees assigned by the Employer to act as School Resource Officers (SRO's) in the Middle School, Junior High or Senior High shall receive a shift differential of \$1,980/school year. For the purposes of this section, SRO assignments are from August 1<sup>st</sup> to July 31<sup>st</sup> of the following year. SRO shift differential may be paid out at \$220/month from August to May or \$165/month from August to July.

Employees assigned by the Employer to the Proactive Policing Unit or to the position of Crime Prevention Officer, shall receive a shift differential of one hundred and eighty dollars (\$180) per month for the duration of the assignment.

All shift differentials are paid out as an hourly rate equivalent to the monthly rate.

## APPENDIX B

### INCENTIVE PAY SYSTEM

The employer shall implement any changes to incentive pay on the first Monday that is the beginning of a two week payroll period, after being notified of the change or obtaining fitness test results.

Employees selecting the Incentive Pay Plan may earn additional compensation based on the following criteria:

#### **B.1 Education/Training (up to \$230/month or \$2,760 year)**

1. **Bachelor's Degree.** Employees with a Bachelor's degree in a job-related field shall receive sixty dollars (\$60) per month. *(Eligible upon hire.)*
2. **Master's Degree.** Employees with a Master's degree in a job-related field shall receive an additional eighty dollars (\$80) per month in addition to what is received for having a Bachelor's degree. *(Eligible upon hire.)*

3. **Continuing Education / Training.** Employees annually completing one of the following shall receive an additional ninety dollars (\$90) per month. *(Eligible after 2 years of service.)*

(a) Academic - 2 courses (minimum 6 credits), or

(b) Training - 14 P.O.S.T. credits

Academic courses must be from an accredited institution of higher learning and be approved by the Chief of Police prior to enrolling. The City would reimburse employees for college courses consistent with the City's tuition reimbursement policy.

Training sessions must be approved by the Chief of Police prior to attending. The City would pay for the training sessions.

The training requirements are above and beyond the normal P.O.S.T. licensing requirements.

The courses/training sessions must be attended on off-duty time.

#### **B.2 Community Service (\$65/month or \$780/year)**

Employees who are actively involved in some outside community service (scouting activities, service clubs, youth athletics, church groups, etc.) would be eligible to receive additional compensation.

Community service has to occur in an organization within the City of Shakopee, or has to be sponsored by the City of Shakopee to qualify.

Community service activities are an excellent means of personal growth and development, and should result in the employee having substantial input into the community.

Community service activities need to occur on an annual basis.



Community service activities must be pre-approved by the Chief of Police and employee must show evidence of participation in the group/activity.

*Eligibility upon hire.*

**B.3 Fitness**

**(\$225/month or \$2,700/year)**

<b>Fitness Category</b>	<b>50<sup>th</sup> Percentile</b>	<b>80<sup>th</sup> Percentile</b>	<b>90<sup>th</sup> Percentile</b>
Cardio	\$30/month	\$45/month (\$75 total/mo)	\$20/month (\$95 total/mo)
Core Strength	\$15/month	\$25/month (\$40 total/mo)	\$20/month (\$60 total/mo)
Upper-Body Strength	\$15/month	\$25/month (\$40 total/mo)	\$20/month (\$60 total/mo)

In addition, the city will pay an additional \$10 per month for an employee who achieves 90<sup>th</sup> percentile scores in all three of the above categories.

Cardio will be tested by either a 1.5-mile run or a 2000 meter row. Core strength will be tested on the number of sit-ups completed in one minute. Upper-body strength will be based on the number of push-ups completed in one minute.

The run, core and upper-body strength tests will be administered according to the fitness standard formerly known as the Cooper Fitness Standards for Law Enforcement. The rowing standard used will be according to the Minnesota State Patrol rowing requirements. Employees must score at or above the 50<sup>th</sup> percentile for their age and gender in order to receive the above incentive pay.

The assessment will be offered twice a year at roughly six month intervals. Employees successfully completing the first assessment offered for the year shall receive fitness pay for the following twelve months and do not need to re-test during that time.

Employees that do not successfully complete the assessment the first time it is offered may request to retest roughly six months after the initial test. Employees successfully completing the assessment the second time it is offered will receive fitness pay for the following six-months and must re-test again after that time.

Employees that successfully complete one or two components during the first testing session and wish to try or re-try the remaining component(s) at the six-month point will be given the opportunity to do so.

*Eligibility after 1 year of service.*

**B. 4 Foreign Language Skills**

**(\$60/month / \$720/year)**

Employees shall take a speaking exam through Language Testing International, or a mutually approved equivalent testing service. This is a 30 minute over-the-phone test, the cost of which will be paid by the City.

To qualify for incentive pay, employees must score at the Advanced Level on the current ACTFL Proficiency scale. Employees must successfully re-test once every two-years in

order to maintain eligibility for the incentive pay. Eligible foreign languages are those having a recognized presence in the community, as noted by the Shakopee Public Schools records of languages spoken in student's homes.

American Sign Language shall be an eligible language for the purposes of this component. Sign language proficiency shall be measured by the American Sign Language Proficiency Interview offered through Gallaudet University, or a mutually approved equivalent testing service. Employees must score at or above Proficiency Level 3, and successfully re-test once every two-years.

*Eligibility immediately upon hire.*

## APPENDIX C

### POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP) CONTRIBUTION SCHEDULE FOR LELS MEMBERS

Years of Service with the City of Shakopee	Hire - 1 yr.	Beginning 2nd through 15 yrs.	Beginning 16 <sup>th</sup> through 30 yrs.	Beginning 31 <sup>st</sup> yrs.
% of payroll contribution	0%	3%	3%	3%
City Contribution	\$35/month	\$35/month	\$35/month	\$35/month
Severance contribution of unused sick leave (45% of max of 960 hours)	None	50%*	100%*	100%**
Contribution of Accrued Vacation	None	None	50%	100%
Accelerated Sick Leave Payout***	NA	NA	100% of Step-up Formula	100% of Step-up Formula

\*Upon eligibility after year 5

\*\* For employees who are ineligible for Accelerated Sick Leave Payout

\*\*\* Upon eligibility after year 15

#### Accelerated Sick Leave Severance Payout

The City of Shakopee appreciates employees, who through long-term service and dedication, contribute to making the city a successful and positive service provider. In recognition, thereof, the City acknowledges such long-term service by providing an accelerated sick leave payout formula listed below if the employee meets all the following conditions:

- Full-time or part-time benefit-eligible employee with the City of Shakopee for 15 continuous years or more.
- Employee must reach the age (usually age 55, as governed by Minnesota Statutes, 2004, 353.29 and related chapters) and service requirements to be qualified for retirement under PERA.
- Employee is separating employment in good standing.
- The percentage of the severance pay-out shall be based on a maximum of 960 hours of accumulated sick leave calculated on the basis of the employee's current annual base pay.
- The accelerated severance payment will be deposited in the employee's HCSP account not later than the first regularly scheduled payday following the employee's final day of employment.

#### Completion of Continuous Service

##### With the City of Shakopee

15 years  
16 years  
17 years  
18 years  
19 years  
20 years  
21 years  
22 years  
23 years  
24 years  
25 years

##### Step-up Payout formula

55%  
57%  
59%  
61%  
63%  
65%  
67%  
69%  
71%  
73%  
75%

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SHAKOPEE

AND

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 292

This Agreement is entered into between Law Enforcement Labor Services, Inc., Local No. 292 (Union) and the City of Shakopee (Employer):

WHEREAS, Law Enforcement Labor Services, Inc., Local No. 292 is the certified exclusive representative for Patrol Officers with the Shakopee Police Department; and

WHEREAS, the parties have negotiated and agreed upon the terms and conditions of employment for bargaining unit employees from January 1, 2021 to December 31, 2023.

RESOLVED, the employer will allow officers transitioning from longevity pay to incentive pay in 2021 the option to earn incentive pay and to be retroactively paid from January 4, 2021, in accordance with the following terms:

To earn Community Service Incentive Pay an officer must, no later than March 1, 2021, submit a plan and obtain approval from the chief of police to complete community service hours. The plan must include completion no later than June 30, 2021.

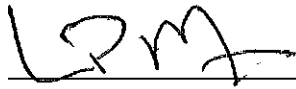
To earn Training Incentive Pay an officer must complete at least seven (7) post credits required by March 1, 2021, to remain eligible for training incentive pay the officer must complete the remaining post credits to equal fourteen (14) by June 30, 2021 OR submit and obtain approval of an academic training plan from the chief of police.

To earn Physical Fitness Incentive Pay an officer must take a fitness test and pass no later than March 1, 2021. The employer agrees to make fitness test times available in this time period. The employer does not guarantee to accommodate requests to perform a running fitness test, but officers may elect the rowing test. An officer who takes the fitness test under this MOU may re-test during the normal time period OR carry forward their test results and incentive pay for the July 2021-June 2022 certification period.

To be awarded Education or Foreign Language incentive pay an officer must provide proof of degree or language competency no later than March 1, 2021, and

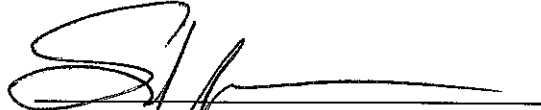
RESOLVED, employees transitioning to incentive pay remain eligible to certify incentive pay during the normal time period of May/June, 2021; and

RESOLVED, after the initial grace period of January 1, 2021 – February 28, 2021, incentive pay for all employees will be certified in the usual manner and time frame.



Mayor

Date: 01/19/21



Business Agent

Date: 1/19/2021



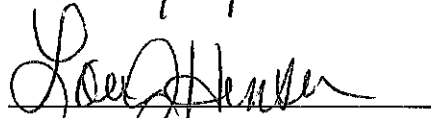
City Administrator

Date: 01/19/21



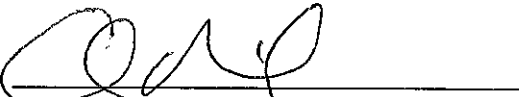
Union Steward

Date: 04-02-21



City Clerk

Date: 01/19/21



Union Steward

Date: 4/2/21

# Additional MOU's

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SHAKOPEE

AND

LAW ENFORCEMENT LABOR SERVICES, Local No. 292

This Agreement is entered into between Law Enforcement Labor Services, Local No. 292 (Union) and the City of Shakopee (Employer):

WHEREAS, Law Enforcement Labor Services Local 292 is the certified exclusive representative for Police Officers with the Shakopee Police Department; and

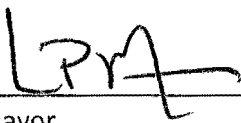
WHEREAS, the parties have negotiated and agreed upon the terms and conditions of employment for bargaining unit employees through December 31, 2023; and

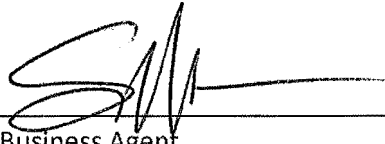
WHEREAS, the parties have agreed to amend Appendix A – wage table to add a two percent (2%) cost of living adjustment (COLA) to the 2021 wages. This also adjusts the wages for 2022 and 2023.

NOW THEREFORE, the attached Appendix A is mutually accepted as the binding wage table, effective January 4, 2021 and for the duration of the existing contract.

FOR THE CITY OF SHAKOPEE

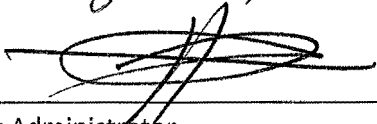
LAW ENFORCEMENT LABOR SERVICES,  
LOCAL #292


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Business Agent

Date: August 4, 2021

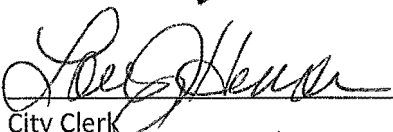
Date: 8/6/2021


  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Union Steward

Date: 5 Aug 2021

Date: 8/6/21

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Union Steward

Date: August 4, 2021

Date: 8/6/2021



## APPENDIX A WAGES

<b>Effective January 4, 2021</b>									
Add steps 6-9, \$0.90 market adjustment on steps 6-8, \$1.20 market adjustment on step 9; 2% COLA									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	\$31.82	\$34.47	\$37.13	\$39.78	\$42.42	\$43.34	\$43.34	\$43.34	\$43.65
Monthly	\$5,515.47	\$5,974.80	\$6,435.87	\$6,895.20	\$7,352.80	\$7,512.27	\$7,512.27	\$7,512.27	\$7,566.00

<b>Effective January 3, 2022</b>									
\$0.30 market rate adjustment on step 7, \$0.90 market rate adjustment on step 8, \$1.20 market rate adjustment on step 9; 2% COLA									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	\$32.62	\$35.33	\$38.06	\$40.77	\$43.48	\$44.42	\$44.73	\$45.35	\$45.97
Monthly	\$5,654.13	\$6,124.17	\$6,596.76	\$7,067.58	\$7,536.62	\$7,700.07	\$7,753.20	\$7,860.67	\$7,968.13

<b>Effective January 2, 2023</b>									
\$0.60 market rate adjustment on step 7, \$0.90 market rate adjustment on step 8, \$1.20 market rate adjustment on step 9; 2.5% COLA									
Step	1	2	3	4	5	6	7	8	9
Months of Service	0-11.99	12-23.99	24-35.99	36-47.99	48-59.99	60-83.99	84-119.99	120-167.99	168+
Hourly	\$33.44	\$36.22	\$39.01	\$41.79	\$44.57	\$45.53	\$46.46	\$47.41	\$48.35
Monthly	\$5,796.27	\$6,278.13	\$6,761.73	\$7,243.60	\$7,725.47	\$7,891.87	\$8,053.07	\$8,217.73	\$8,380.67

The Employer agrees to pay a shift differential three hundred dollars (\$300) per month to the employees appointed or assigned by the Employer to act as an Investigator/ Detective.

Employees assigned by the Employer to act as School Resource Officers (SRO's) in the Middle School, Junior High or Senior High shall receive a shift differential of \$1,980/school year. For the purposes of this section, SRO assignments are from August 1<sup>st</sup> to July 31<sup>st</sup> of the following year. SRO shift differential may be paid out at \$220/month from August to May or \$165/month from August to July.

Employees assigned by the Employer to the Proactive Policing Unit (PPU), shall receive a shift differential of one hundred and forty dollars (\$140) per month for the duration of the assignment.

All shift differentials are pad out as an hourly rate equivalent to the monthly rate.