

LABOR AGREEMENT

BETWEEN

CITY OF ST. LOUIS PARK, MINNESOTA



AND

LAW ENFORCEMENT LABOR SERVICES, INC.



POLICE LIEUTENANTS
(LOCAL #482)

July 20, 2021 – December 31, 2023

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ARTICLE 1 PURPOSE OF AGREEMENT

This agreement is entered into as of July 20, 2021 between the City of St. Louis Park, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local #482), 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 8, for all police personnel in the following job classification:

All licensed lieutenants of the St. Louis Park Police Department, St. Louis Park, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other 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: The Law Enforcement Labor Services, Inc., (Local #482).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., (Local #482).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of St. Louis Park Police Department.
- 3.5 EMPLOYER: The City of St. Louis Park.
- 3.6 CHIEF: The Chief of the St. Louis Park Police Department.
- 3.7 EXEMPT EMPLOYEE: An employee specifically exempt from the overtime compensation provisions of applicable FLSA legislation, because their primary duty is management, administration, or work of a professional nature. Exempt employees are expected to work the number of hours necessary to fulfill their responsibility and effectively perform their duties, which often requires work in excess of 40 hours per week or 80 hours per pay period.
- 3.10 LIEUTENANT: An employee specifically classified by the Employer.

- 3.11 STRIKE: Concerted action in failing to report to 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 compensation or the rights, privileges or obligations of employment.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this agreement 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 personnel, 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, assign employees and to 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 authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted 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 or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 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 approved by 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 by the employee 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 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 with 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 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 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the 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 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 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3A. 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. Should the parties not mutually agree to mediation, the Union may appeal the grievance to Step 4 within ten (10) calendar days of the Employer designated Step 3A response. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of the final mediation meeting shall be considered waived.

Step 4 A grievance unresolved in Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services, other applicable law or Minnesota Statutes 626.892, if required.

7.5 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 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 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 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.

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 involved the suspension, demotion or discharge of an employee who has completed the required probationary period, and is a Veteran, the grievance may be appealed to either Step 4 of Article 7 or the Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 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 4 of Article 7. Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those charges of Discrimination brought under Title 7 of the Civil Rights Act, the Americans with Disability Act, the Age discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 8 SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota and the City of St. Louis Park. In the event any provision of this agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment as a police lieutenant with the police department 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 A reduction of work force will be accomplished on the basis of seniority within this classification. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the layoff before any new employee is hired.
- 9.3 All newly hired or rehired employees shall serve a one (1) year probationary period. During the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the employer. A promoted employee shall serve a six-month probationary period. During the probationary period, a promoted employee may be demoted to their previous position at the sole discretion of the Employer.
- 9.4 Assignments may be made in the chief's sole discretion.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline non-probationary 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;
 - e) discharge;

The foregoing does not mean to imply a sequence of events, and the form of discipline applied is at the discretion of the employer.

- 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 signature of the employee. Employees and the Union will receive a copy of such reprimands and/or 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 placing the employee on administrative leave for five (5) days 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 7.

ARTICLE 11 CONSTITUTIONAL PROTECTION

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

ARTICLE 12 WORK SCHEDULES

12.1 The employer has sole authority in establishing work schedules.

12.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 13 INSURANCE

13.1 The Employer contribution for Employer sponsored benefits programs shall be set at the same rate as provided to other employees of the City of St. Louis Park.

13.2 The Employer will contribute to a deferred compensation program offered by the Employer for each eligible employee according to the following condition: the city will contribute \$10 per pay period with a minimum employee contribution of \$50 per pay period.

13.3 The Employer will provide long term disability Insurance for employees in accordance with plan design and regulation.

ARTICLE 14 UNIFORMS

14.1 The Employer shall provide at no cost to the employees, all Employer required uniform and equipment items. The city will provide a uniform cleaning service which the city will pay for when a lieutenant's uniform is contaminated or potentially contaminated.

14.2 Employees assigned to serve as investigative lieutenant, will be paid an annual uniform allowance of \$600, provided a minimum 6-month assignment is served, from which the employee will provide all required uniform and equipment items.

ARTICLE 15 INJURY ON DUTY

15.1 Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's regular pay and workers' compensation insurance payments for a period not to exceed seven hundred twenty (720) working hours, per injury, not charged to the employee's flex leave or other accumulated paid benefits, after a forty (40) hour initial waiting period per injury. The forty (40) hour waiting period shall be charged to the employee's flex leave account less worker's compensation insurance payments.

15.2 Eligibility to use injury on duty pay shall cease nine (9) calendar months from date of the injury.

15.3 Use of injury on duty pay shall be confined to no more than two separate occasions per injury, not to exceed 720 working hours total.

ARTICLE 16 HOLIDAYS

Employees shall be off with pay on the holidays recognized by the Employer where the city offices are closed for business.

ARTICLE 17 FLEX LEAVE

17.1 Employees shall be eligible to participate in the flex leave plan as administered by the Employer in the same manner as other employee groups in the non-union flex leave program. Flex leave is accrued on a per pay period basis and may be used as earned. The official flex leave accrual schedule including balances will be maintained in payroll. Full-time benefit earning employees shall accrue leave as listed below in the flex leave accrual schedule.

<u>Years of service</u>	<u>Days off (8 hour days)</u>	<u>Hours earned each year</u>
Start through 4	24	192
5 through 10	29	232
11	30	240
12	31	248
13	32	256
14	33	264
15	34	272

17.2 Flex leave cap

Employees may carry over two times their annual flex leave accrual plus 20 days (a day is equal to 8 hours) as of the first pay day in September of each year. Flex leave above the cap will be forfeited.

17.3 Annual transfer of accumulated flex leave to HCSP

Employees are required to transfer the value of 40 hours of accumulated flex leave into a Health Care Savings Plan (HCSP) in accordance to plan design and IRS regulations.

In order to be eligible to transfer time you must have, at a minimum, an accumulated flex leave balance of two times the annual accrual plus 20 days (flex Leave cap as defined in Article 17.2) as of the first payroll in September. Employees who meet this eligibility requirement will be required to transfer 40 hours of flex leave based on the employee’s current rate of pay into the HCSP. Any flex leave hours above the cap after the transfer will be forfeited. Transfer occurs in October. Program administration for HCSP transfer is determined by the city manager and not subject to grievance or arbitration.

17.4 Flex leave – severance

At the time of separation from the city, if the employee leaves in good standing with a minimum of a 2-week written notice, the employee will receive 100% of their flex leave balance not to exceed flex leave cap with the addition of five 8-hour days (40 hours maximum) in addition to the cap. In no instance shall severance exceed this hourly total amount. Severance pay is based on the current rate of pay on the date of separation of employment from the city.

17.5 Flex leave – transition to exempt position

Employees who transition into an exempt position must cash out 50% of their frozen sick leave balance upon successful completion of probation. The remainder of frozen sick leave is forfeited.

17.6 Flex leave request - planned absences

Requests to use flex leave should be made to each employee’s supervisor or designee in accordance with department policy and procedures and with approval of supervisor. Planned and unplanned leave greater than 15 consecutive workdays requires city manager approval.

17.7 Flex leave request - unplanned absences

In situations when anticipating an absence from work is impossible, the employee must contact their supervisor as soon as possible preferably prior to the start of work. Provided there is a balance in the employee’s flex leave account, unplanned absences must be approved the employee’s supervisor and only one workday at a time, except as required by law. Additional documentation or medical certification may be required.

17.8 Short term disability program

The Employer provides a short-term disability (STD) program for exempt employees who have successfully completed probation, as a supplement to the flex leave program. The STD program is administered by the Employer in the same manner as other employee groups in the exempt flex leave program. The city manager makes final decisions regarding the short-term disability program and the decisions regarding the program may be grieved but are not arbitrable.

ARTICLE 18 FUNERAL LEAVE BANK

Effective 5/4/02, funeral leave was eliminated. Employees who work for the city on 5/4/02 will be issued a one-time credit of 3 workdays (24 hours) funeral leave to be placed in a funeral leave bank. This funeral leave credit may be granted on account of a death in the immediate family of the employee. Once the funeral leave credit is used it will not be replaced. If not used, it will not be converted to pay or any other type of leave.

For purposes of administering this section only, immediate family includes mother, father, siblings, spouse, children and grandparents and spouse’s mother, father, sibling and grandparents. Such leave shall not be cumulative in the event it is not used.

ARTICLE 19 RESIDENCY

Within one year after completion of the probationary period, all employees shall be required to establish their permanent residence within one hour’s driving time of the St. Louis Park police headquarters via surface transportation.

ARTICLE 20 WAIVER

- 20.1 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.

- 20.2 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 understanding 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 21 WAGES

21.1 The following bi-weekly wage schedule shall be in effect for police lieutenant for the duration of the agreement:

	<u>July 20, 2021</u>	(3% + \$226 biwk adj) <u>January 1, 2022</u>	(3%) <u>January 1, 2023</u>
START	\$4,771.10	\$5,140.23	\$5,294.44
After 6 months	\$4,893.80	\$5,266.61	\$5,424.61
After 12 months	\$5,016.50	\$5,393.00	\$5,554.79

- 21.2 Employees must achieve above average performance as determined by the police chief to advance to the next step. The police chief, in their sole discretion, shall determine if an employee is not achieving above average performance prior to step movement in Article 21. If the employee is not on course, the chief shall provide the employee with a written plan designed to aid the employee in achieving above average performance. The decision may be grieved to the city manager and the final determination is not subject to arbitration.

- 21.3 Employer shall pay for reimbursement of POST license fee, to be administered by the chief of police.

ARTICLE 22 HEALTH CARE SAVINGS PLAN

The Employer and the Union agree to participate in the Health Care Savings Plan, which allows employees to save money on a pre-tax basis to pay for allowable qualified medical expenses in

accordance with IRS and plan design. This program is the same as offered to other employee groups as approved by council on December 20, 2004. Participation in this program is mandatory.

ARTICLE 23 EQUITY POLICY

The Employer and the Union agree that having a workforce representative of the community as a whole, promoting job and promotional opportunities to people across the diverse cultures of the community and demonstrating the city’s commitment to advancing equity are important and worthwhile. The Employer and Union agree to work together to advance these priorities.

ARTICLE 24 SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 25 SUBSTANCE ABUSE

The Employer and the Union agree to jointly promote a chemical-free work environment to protect the welfare of the public and the wellbeing of department employees. In an effort to achieve this goal, the Union agrees to allow non-random drug and alcohol testing of its members in accordance with state law and city policy.

ARTICLE 26 PAID PARENTING LEAVE


Employees are eligible for paid parenting leave program administered on the same basis and subject to the same requirements as the general non-union employees. The city manager has the final approval of administration of this program. Due to the nature of this policy, it is not subject to grievance or arbitration and this policy may be amended from time to time.


ARTICLE 27 DURATION

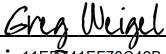
This agreement shall be effective as of July 20, 2021 and shall remain in full force and effect until the 31st day of December 2023 and continued by operation of law.

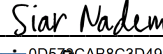
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4th day of October, 2021.

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

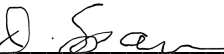
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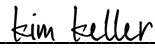
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Union Representative

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Union Representative

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Union Representative

FOR THE CITY OF ST. LOUIS PARK:

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Jake Spano, Mayor

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Kimberly R. Keller, City Manager

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Attested by:

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Melissa Kennedy, City Clerk

Date: 10/5/2021