

Addenda
Minnetonka City Council Meeting
Meeting of Feb. 13, 2023

ITEM 10C – Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

This agenda item was added after the packet was distributed.

Attached is the corresponding staff report and updated agenda to reflect the addition.



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TO: City Council

FROM: Mike Funk, City Manager

DATE: Feb. 13, 2023

SUBJECT: Change Memo for Feb. 13, 2023 City Council Agenda

ITEM 10C – Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

This agenda item was added after the packet was distributed.



**City Council Agenda Item #10C
Meeting of Feb. 13, 2023**

Title: Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

Report from: Moranda Dammann, Assistant City Manager
Dawn Pearson, Human Resources Manager

Submitted through: Mike Funk, City Manager

Action Requested: Motion Informational Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other N/A
Votes needed: 4 votes 5 votes N/A Other

Summary Statement

The city council is requested to approve the 2022 – 2024 collective bargaining agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442. The current labor agreement expired on Dec. 23, 2021, but remains in place until a new collective bargaining agreement is approved. This agreement allows the city to maintain a competitive salary and benefit package, focus on retaining, recruiting and training personnel with high levels of experience and training, as well as preserve consistent benefit offerings across employee groups.

Recommended Action

Approve the 2022-2024 labor agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442; and to authorize the mayor and city manager to execute the agreement.

Strategic Profile Relatability

- | | |
|---|---|
| <input checked="" type="checkbox"/> Financial Strength & Operational Excellence | <input type="checkbox"/> Safe & Healthy Community |
| <input type="checkbox"/> Sustainability & Natural Resources | <input type="checkbox"/> Livable & Well-Planned Development |
| <input type="checkbox"/> Infrastructure & Asset Management | <input type="checkbox"/> Community Inclusiveness |
| <input type="checkbox"/> N/A | |

Statement: This agreement aligns with the city's desire to maintain responsive, quality city services at a level that reflects community value and can be supported by available resources.

Subject: Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

Financial Consideration

Is there a financial consideration? No Yes
 Financing sources: Budgeted Budget Modification New Revenue Source
 Use of Reserves Other [Enter]

Statement: The 2022 and 2023 police department budget supports the costs associated with the new terms of the contract. The 2024 budget will be established to reflect the required obligations.

Background

Law Enforcement Labor Services (LELS), Local No. 442, represents 43 police officers in the Minnetonka Police Department. The term for the current three-year collective bargaining agreement (CBA), or more commonly referred to as labor agreement, Law Enforcement Labor Services (LELS), Local No. 442, expired on December 23, 2021. State law requires the terms and conditions of the current contract to remain in full effect until a new agreement is reached.

City management and LELS union representatives began meeting in late fall of 2021 and numerous times throughout 2022 to reach a tentative agreement. Due to unresolved differences, LELS filed for mediation. The city and the union recently participated in two separate mediation sessions. As a result, the city and LELS union representatives have reached tentative agreement on a new three-year CBA for 2022 – 2024. LELS notified the city that the union membership voted to ratify the new terms and conditions, and the city council is requested to approve it.

There was some general contract cleanup that occurred, but most notable changes to the new CBA are described below and all changes are included in the attached labor agreement.

Appendix A – Wages

General Wages. The following base wage is established as follows:

For 2022:

2% base pay rate increase

For 2023:

2% base pay adjustment and 3.26% market rate adjustment for a total of 5.26%

For 2024:

2% base pay adjustment or market rate adjustment (TBD)

Article 26 - Insurance

For each benefit earning employee electing health insurance coverage through the EMPLOYERS sponsored cafeteria benefits program, the EMPLOYER'S monthly contribution toward the 2022 employee's benefits program is:

- | | |
|----------------------------|---------|
| • Single Coverage | \$1,100 |
| • Employee plus spouse | \$1,360 |
| • Employee plus child(ren) | \$1,490 |
| • Family | \$1,610 |

Subject: Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

The EMPLOYER'S monthly contribution toward the 2023 employee's benefits program is:

- Single Coverage \$1,160
- Employee plus spouse \$1,465
- Employee plus child(ren) \$1,600
- Family \$1,740

*The contributions for 2022 and 2023 are consistent across all employee groups, including the Police Sergeants Union and Local 49 (public works)

*For 2024 contributions, there is a re-opener provision.

Article 9.2 - Professional Development Assignments

There are two changes to this article. One is a general clean up to accurately reflect the positions eligible for professional development compensation. Also, the compensation has been converted from a fixed monthly/hourly allowance to a percentage based formula.

Detective, school resource officer, community engagement officer	\$400 per month	5% of step 5 base hourly rate
Canine officer	\$150 per month	3% of step 5 base hourly rate
Field Training Officer (FTO)	\$3.60 per hour	8% of step 5 base hourly rate

Article 10.5 – On Call Pay (new)

Other than 10.2 Court Time, an Employee designated by the Employer as a member of the Mobile Field Force who is placed on On-Call status by the Employer will be compensated for all hours on On-Call status at their total hourly pay rate, either in cash or in compensatory time, at the option of the employee.

Article 30 – Duration

This AGREEMENT shall be effective as of December 24, 2021, and shall remain in full force and effect until, December 19, 2024 or until a successor Agreement is reached, whichever is later.

**LABOR AGREEMENT
BETWEEN
CITY OF MINNETONKA**

AND

**LAW ENFORCEMENT LABOR SERVICES
(LOCAL NO. 442)**

Representing:

POLICE OFFICERS



Effective December 24, 2021 through December 19, 2024

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**LABOR AGREEMENT BETWEEN
CITY OF MINNETONKA AND
LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442)**

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 30, 2023, between the CITY OF MINNETONKA, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
- 1.3 To set forth herein the basic and full agreement between the parties concerning rates of pay, hours, and other conditions of employment.

The EMPLOYER and the UNION through this AGREEMENT shall continue their dedication to the highest quality police service and protection to the residents of Minnetonka. Both parties recognize the AGREEMENT as a pledge of this dedication.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 19PRE0266 as:

All essential employees of the City of Minnetonka Police Department, Minnetonka, Minnesota, who are public employees within the meaning of Minnesota Statutes, §179A.03, Subd. 14, excluding supervisory and confidential employees. 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 Minnesota Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 UNION means LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).
- 3.2 UNION MEMBER means a member of LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).
- 3.3 EDUCATIONAL CREDIT means a credit from an accredited institution.
- 3.4 EMPLOYEE means a member of the bargaining unit as defined in Article 2.

- 3.5 DEPARTMENT means the Minnetonka Police Department.
- 3.6 EMPLOYER means the City of Minnetonka.
- 3.7 CHIEF means the Chief of the Minnetonka Police Department.
- 3.8 COMPENSATORY TIME is time off in lieu of pay.
- 3.9 UNION OFFICER means officers elected or appointed by LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).
- 3.10 BASE HOURLY PAY RATE means the employee's hourly rate as shown in Exhibit A.
- 3.11 HOLIDAY PAY RATE means the employee's hourly rate as shown in Exhibit A, plus any differential compensation for any of the professional development assignments pursuant to Article 9.2.
- 3.12 TOTAL HOURLY PAY RATE means the employee's base hourly rate defined in Article 3.10, plus any differential compensation for any of the professional development assignments pursuant to Article 9.2. and personal growth assignments pursuant to Article 12.
- 3.11 EMERGENCY means a situation or condition so defined by the Minnetonka Police Chief or designee.
- 3.12 SCHEDULED WORK DAY means a scheduled consecutive work period including rest breaks and meal break.
- 3.13 SHIFT means an employee's scheduled work days and days off.

ARTICLE 4. DISCRIMINATION

Neither the EMPLOYER nor the UNION shall discriminate against any employee covered by the AGREEMENT because of their membership or non-membership in the UNION.

ARTICLE 5. EMPLOYER SECURITY

The UNION and employees of the Minnetonka Police Department agree that during the life of this AGREEMENT, they will not cause, encourage, participate in or support any strike. Violations of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure of this contract.

ARTICLE 6. EMPLOYER AUTHORITY

- 6.1 The EMPLOYER and the UNION agree that certain hours, salaries, and conditions of employment are established by City ordinances, City resolutions, and rules and regulations of the Minnetonka Police Department. This AGREEMENT supplements hours, salaries, and other conditions of employment to the extent to which they are not in conflict. If in

conflict, the law, ordinance, resolution, rule or regulation shall prevail as long as it is consistent with the Public Employees Labor Relations Act.

6.2 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

6.21 Direct employees.

6.22 Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.

6.23 Relieve employees from duties because of lack of work or other legitimate reasons.

6.24 Maintain the efficiency of the City operations.

6.25 Determine the methods, means, job classifications and personnel by which such operations are to be conducted.

6.26 Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.

6.27 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE 7. SPECIAL MEETINGS

The EMPLOYER and the UNION agree to meet and confer on matters of interest to both parties upon the request of either party. Special meetings shall be held within ten (10) calendar days after receipt of the request. Employee representatives of the UNION will not be paid extra compensation, if the meeting is called by the UNION. Compensation on a straight-time basis shall be paid to the representatives of the UNION, if the meeting is called by the EMPLOYER and if the UNION representatives are called in the meeting during off-duty hours and if so paid, not to exceed three (3) hours of their regular hourly rate of pay computed on a straight-time basis.

ARTICLE 8. HOURS OF WORK

The normal work week in the Police Department is an averaged forty (40) hours.

ARTICLE 9. WAGES AND SALARIES

9.1 The rates of pay are set forth in Exhibit A, attached hereto and made a part thereof.

- 9.2 Professional development assignments are made at the sole discretion of the Chief of Police. Employees in the following assignments shall be paid a differential as specified below:

Detective, School Resource Officer, and Community Engagement Officer:
5% of Step 5 Base Hourly Pay Rate in Exhibit A

Canine: 3% of Step 5 Base Hourly Pay Rate in Exhibit A

Field Training Officer: 8% of Step 5 Base Hourly Pay Rate in Exhibit A

An employee assigned special duties under the Professional Development Program not listed above and who is no longer eligible for holiday pay pursuant to Sections 14.1 and 14.3 of this agreement shall be paid a differential of \$135.00 per month for the duration of the assignment unless otherwise specified in this agreement.

- 9.3 Employees shall be compensated for actual hours worked when serving in a professional development assignments listed in 9.2 . Employees shall only be eligible for pay differential in one assignment at a time.
- 9.4 The Chief of Police has exclusive authority to assign employees and equipment; and to develop, manage, and terminate professional development assignments. Professional development assignments are not permanent or promotional and may be revoked at the sole discretion of the Chief of Police.

ARTICLE 10. ADDITIONAL HOURS

- 10.1 Hours worked in excess of scheduled workday within a 24-hour period shall be compensated at one and one-half (1½) times the employee's total hourly pay rate. A change of scheduled work day within a 24-hour period does not qualify for overtime. In lieu of being compensated for overtime in cash, the employee may accrue compensatory time. The employee may use that compensatory time after obtaining the approval of their immediate supervisor and the Chief of Police. Such compensatory time will be computed at the rate of one and one-half (1½) hours off for every hour of overtime worked. Overtime is to be calculated to the nearest 15 minutes. Changes in shift mutually agreed upon do not qualify an Employee for overtime, unless the time is greater than the scheduled workday.
- 10.2 Court Time - Employees who are required at the direction of the City Attorney, County Attorney, the Attorney General's Office, or other appropriate authority, to appear in court during off duty hours shall receive a minimum of two and one-half (2½) hours of pay at one and one half (1½) times their total hourly pay rate either in cash or in compensatory time, at the option of the Employee.
- 10.21 Reporting early for a scheduled work day or an extension of a work day for court duty does not qualify for this minimum.

- 10.22 EMPLOYEES who are required to standby for court appearances shall receive a minimum of two and one half (2½) hours straight time either in cash or compensatory time, for all time they are directed to standby. If notification of court cancellation is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2½) hours pay at their total hourly pay rate, either in cash or in compensatory time, at the option of the employee.
- 10.23 If a court appearance is required of an employee during the employee's off duty time and the court appearance is canceled, the employee will be given notice of cancellation by 5:00 p.m. of the preceding business day. If notification is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2½) hours pay at one and one-half (1½) times their total hourly pay rate either in cash or in compensatory time, at the option of the employee.
- 10.3 Call Back Time. Employees who are called back to duty during off duty hours shall receive a minimum of two (2) hours pay at one and one half (1½) times their total hourly pay rate, either in cash or in compensatory time, at the option of the Employee.
- 10.31 Employees called back for unscheduled, scheduled work day changes within a 48 hour period shall receive two (2) hours of pay at one and one-half (1½) times their total hourly pay rate, either in cash or in compensatory time, at the option of the Employee.
- 10.32 An extension of, or early reporting for, a scheduled work day, does not qualify for callback time minimum if that time is paid as overtime.
- 10.4 Additional duty time provided for in this Article shall not be pyramided, compounded, or paid twice for the same hours.
- 10.5. Other than 10.2 Court Time, an Employee designated by the Employer as a member of Mobile Field Force who is placed on On-Call status by the Employer will be compensated for all hours on On-Call status at their total hourly pay rate, either in cash or in compensatory time, at the option of the employee.

ARTICLE 11. UNIFORMS

- 11.1 Detective
- a. Clothing damaged in the line of duty through no fault of the employee shall be replaced or repaired by the EMPLOYER at the discretion of the Chief.
- 11.2 The EMPLOYER shall provide each employee, other than those assigned as detectives, with a complete uniform and shall provide replacement for elements of the uniform as necessary. The EMPLOYER shall provide regular maintenance of uniforms for employees assigned to patrol responsibilities. The components of uniforms, procedures for provision and replacement of the uniform and maintenance of uniforms shall be governed by policies established by the EMPLOYER which may be modified at the EMPLOYER'S sole discretion.

- 11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and shall pay the cost of normal maintenance and repair of the service firearm.
- 11.4 The UNION and EMPLOYER agreed to eliminate the uniform allowance in lieu of modifications to Article 9, 9.2, Detective pay.

ARTICLE 12. PERSONAL GROWTH

- 12.1 This Incentive Pay Program is a voluntary program designed to promote personal growth and performance for all employees. It provides opportunities for employees to earn additional compensation for program components such as education degree/training, community service, wellness/fitness and a skill assessment. On an annual basis, employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any three of the remaining components. Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program.
- 12.2 Listed below is a summary of the requirements for receiving additional compensation for each of the components of the Incentive Pay Program. The actual details on the implementation and administration of the program will be part of an administrative policy. The EMPLOYER agrees to meet and confer with the UNION on the development of the administrative policy which will outline the details of these program components.
- 12.21. Education Degree - Employees with a Bachelor's or Master's degree from an accredited institution in a work related field are eligible to receive 2.0% of the base hourly pay rate in additional compensation.
- 12.22. Ongoing education/training- employees with two years of service who demonstrate a commitment to continued education/training are eligible to receive 2.0% of the base hourly pay rate in additional compensation. This can be accomplished by annually taking and successfully completing a minimum of two college courses (six credits) in a job related field from an accredited institution of higher learning; or receiving a minimum of 14 Peace Officer Standards and Training (POST) credits per year above the normal licensing requirements. College courses and training sessions must be attended on off duty time and be pre-approved by the Chief of Police.
- 12.23 Community Service - Employees with two years of service who are actively involved in an outside community service activity are eligible to receive 2.0% of the base hourly pay rate in additional compensation. Community Service activities must be pre-approved by the Chief of Police and employees must provide evidence of participation in the activity in the amount of not less than 50 hours for the calendar year.
- 12.24 Skill Assessment - Employees with one year of service who receive a passing score on an annual written skill assessment, are eligible to receive 2.0% of the base hourly pay rate in additional compensation. The skill assessment will be based on information from the Department Policy and Procedures manual, Criminal Code, City ordinances, traffic laws, EMT manual and IACP training keys, and be designed to test subject matters related to the performance of the employees' jobs. The 50 question skill assessment will be developed

and administered under the direction of the Chief of Police and a score of 75% is considered passing.

12.25 Wellness/Fitness - Employees with two years of service who make substantial progress on personalized wellness/fitness goals are eligible to receive 2.0% of the base hourly pay rate in additional compensation. Each employee who chooses to participate in this program will receive a personalized wellness/fitness profile with stated goals to maintain or improve their overall health. The program will be administered by the Chief and will be in compliance with all local, state and federal laws governing discrimination based on gender, race, or age. Employees will be evaluated for compliance with the goals a minimum of every two years, and more frequently if factors warrant.

12.26 Personal Growth Assignments - Employees with two years of service who are on the annual active assignment list established by the Employer to serve in one or more of the following assignments, or other specialty assignments as agreed upon by both the Employer and Union, are eligible to receive a maximum of 2.0% of the base hourly pay rate in additional compensation:

Field Training Officer	Reserve Unit Coordinator
Firearms Trainer	Explorer Post Advisor
Use of Force Trainer	Crisis Negotiator
Swat Team Member	Crisis after Care
Mobile Field Force	

12.27 Organizational Awareness - Employees with two years of service who participate in at least 14 hours of off-duty time of Employer-designated and authorized training regarding specific City department or public safety support functions are eligible to receive 2.0% of the base hourly pay rate in additional compensation. Examples of the functions in Section 12.26 include, but are not necessarily limited to, fire, legal, planning, inspections and paramedic services.

12.28 Service - Employees who have successfully completed ten years of service have an opportunity to participate in one additional program component under article 12.2 of their choice. Employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any four of the remaining components described in Articles 12.22 to 12.27. The fourth program component selected for participation will be worth 2% of the base hourly pay rate in additional compensation.

Employees eligible under this article who participate in Article 12.26 Personal Growth Assignments will be eligible to count their participation in any current assignment as part of Article 12.2 Personal Growth and apply any other previously completed 2 year Assignment listed under Article 12.26 or listed under Article 9.2 for eligibility of the fourth additional component under Article 12.28.

The effective date of the fourth component will be the date of completion of 10 years of service.

Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program.

- 12.29 The negotiated base hourly pay rate listed in Exhibit A shall be increased by the percentages listed in each corresponding Article of 12.21 – 12.28 according to the following Personal Growth Wage Calculation Methodology.

Personal Growth Calculation Methodology						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Hourly Base Rate	(Start)	(One Year)	(Two Year)	(Three Year)	(15 th Year)
1	Degree 2%	Step 1 + 2%	Step 2 + 2%	Step 3 + 2%	Step 4 + 2%	Step 5 + 2%
2	1 Incentive Program (No Education degree) 2%		Step 2 + 2%	Step 3 + 2%	Step 4 + 2%	Step 5 + 2%
3	1 Incentive Program AND Degree 4%		Step 2 + 4%	Step 3 + 4%	Step 4 + 4%	Step 5 + 4%
4	2 Incentive Programs (No Education degree) 4%			Step 3 + 4%	Step 4 + 4%	Step 5 + 4%
5	2 Incentive Programs AND Degree 6%			Step 3 + 6%	Step 4 + 6%	Step 5 + 6%
6	3 Incentive Programs (No Education degree) 6%			Step 3 + 6%	Step 4 + 6%	Step 5 + 6%
7	3 Incentive Programs AND Degree 8%			Step 3 + 8%	Step 4 + 8%	Step 5 + 8%
8	4 Incentive Programs (No Education degree) 8%				Step 4 + 8%*	Step 5 + 8%
9	4 Incentive Programs AND Degree 10%				Step 4 + 10%*	Step 5 + 10%

*Rate applicable after 10 years of service

Employees shall qualify for the qualification level annually by October 31 and the corresponding rate (step and qualification incentive level) shall begin on the first payroll of the following year, except for the Service component in 12.28 which will be effective upon completion of 10 years of service. If an employee does not qualify for one or more of the personal growth programs, the corresponding qualification level rate will be removed on the first payroll of the following year.

Employees that completed Personal Growth programs in 2018 shall be immediately eligible for the new qualified rates. Employees that meet the requirements of the Education Degree (12.21) program shall be immediately eligible for the new qualified rate for that component.

ARTICLE 13. EDUCATION COMPENSATION

The employer offers an educational compensation benefit to encourage employees to enhance their professional and personal growth by assisting in the cost of continuing education. The goal is to enable employees to maintain the high standards expected of the city’s workforce. Employees interested in this benefit shall follow the guidelines outlined in the education compensation policy in the city’s Personnel Policy.

ARTICLE 14. LIABILITY INSURANCE

The EMPLOYER shall procure and maintain a policy of commercial general liability insurance, including errors and omissions, at its expense, insuring employees from all claims covered by such policy or policies in the sum of \$2,000,000 per occurrence.

ARTICLE 15. HOLIDAYS

15.1 Employees assigned to uniformed patrol duties shall receive 10, eight (8) hour days pay in lieu of holidays or eight hours of compensatory time for each holiday listed below. Employees shall also receive two (2), eight (8) hour "Floating Holidays" which may be taken as a holiday on any day throughout the year at the election of the employee with the approval of the Police Chief.

15.2 All other EMPLOYEEES shall receive the following days off:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Thanksgiving Friday
Christmas Day	December 25

provided when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on a Sunday the following day shall be a holiday, and provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Two (2), eight (8) hour additional days (sixteen (16) hours total) shall be known as " Floating Holidays" and may be taken as a holiday on any day throughout the year at the election of the Employee with the approval of the Police Chief.

15.3 Employees who are required to work on an actual holiday shall be paid at time and one half (1½) their holiday pay rate for all of the hours of any shift that begins on a listed holiday.

ARTICLE 16. VACATIONS

- 16.1 For those regular full-time employees hired prior to January 1, 1998, vacation shall accrue according to the following schedule:

<u>Continuous Years of Service</u>	<u>Number of Vacation Hours Earned Per Year</u>
0 - 5	80
6 - 15	120
16 - 20	160
21+	200

- 16.11 For those regular full-time employees hired on or after January 1, 1998, vacation shall accrue according to the following schedule:

<u>Continuous Years of Service</u>	<u>Number of Vacation Hours Earned Per Year</u>
0 - 5	80
6 - 10	120
11	128
12	136
13	144
14	152
15 and on	160

- 16.2 Employees may accrue vacation leave not to exceed the following based on the employee's rate of vacation earned.

<u>Rate of Vacation Earned</u>	<u>Maximum hours of accrued vacation leave</u>
80 hours per year	200 hours
120 hours per year	225 hours
128 - 160 hours per year	250 hours
200 hours per year	275 hours

No employee shall be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE 17. GRIEVANCE PROCEDURE

- 17.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation and/or application of this AGREEMENT.
- 17.2 Employees with a grievance may choose to be represented by the UNION.

- 17.3 The EMPLOYER will recognize UNION members selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the representative and of their successors when so named.
- 17.4 A grievance is defined as a dispute over the interpretation or application of this AGREEMENT.
- 17.5 Grievances shall be resolved in the following manner:
- Step 1. An Employee claiming a violation concerning the interpretation or application of this AGREEMENT shall within ten (10) business days after such alleged violation present such grievance in writing, citing the portion of the contract violated and the suggested resolution to the employee's immediate supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer in such Step 1 grievance within ten (10) business days. If a grievance is not resolved in Step 1, such grievance shall be placed in writing by the UNION and referred to Step 2, within ten (10) business days after the EMPLOYER'S final answer in Step 1.
- Step 2. The written grievance shall be presented to the Minnetonka Chief of Police by the UNION. The Chief of Police shall give the employee the EMPLOYER'S Step 2 answer within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be referred to Step 3 within ten (10) business days following the EMPLOYER'S final Step 2 answer.
- Step 3. The written grievance shall be presented to the City Manager or another designated EMPLOYER representative by the UNION. The City Manager or other EMPLOYER representative shall give the EMPLOYER'S answer within fifteen (15) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be referred to Step 4 by the UNION within ten (10) business days following the EMPLOYER'S final Step 3 answer.
- Step 4. Unresolved grievances are subject to the arbitration provisions of Minnesota Statutes, Section 179A.21. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue. 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 shall submit a decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

- 17.6 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).
- 17.7 Any grievance not referred in the prescribed manner by the UNION or the employee within the specified time limits stated for each grievance step shall be considered waived.
- 17.8 The time limits established in the article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.
- 17.9 All fees and expenses for the arbitrator's service 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 charged equally.
- 17.10 If, as a result of the written EMPLOYER's 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 either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used-Step 4 of this Article or an alternative procedure-and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

Should a court of competent jurisdiction rule contrary to *EEOC v. Board of Governors of State Colleges and Universities*, 957 F 2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, the interpretation of the election of remedies clause specified in the last sentence of the previous paragraph will be deleted from the labor agreement between the City and the Union.

ARTICLE 18. SENIORITY

- 18.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 18.2 All original appointments shall be probationary and subject to a probationary period of 2080 hours after appointment. All promotional appointments shall be probationary and subject

to a probationary period of 1040 hours. Any extended leave will extend the probationary period by the amount of the leave. During the probationary period, the City may remove an employee whose performance does not meet the required work standards. Such removals are not subject to ARTICLE 26.

- 18.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the employee's layoff before any new employee is hired. Employees promoted to the police supervisors' bargaining unit shall retain bumping rights in the police officers' bargaining unit in lieu of layoff based on the employee's length of continuous employment. In the event of layoff in the supervisors' bargaining unit, an employee may bump the least senior police officer in lieu of layoff.
- 18.4 Seniority will be considered along with other pertinent operational factors in assigning overtime, holiday work, and vacation selection.
- 18.5 Patrol Officers will bid shifts by seniority

ARTICLE 19. LOSS OF SENIORITY

- 19.1 Employees shall lose their seniority for the following reasons:
- a. Discharge, if not reversed.
 - b. Resignation.
 - c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence, provided that Employees shall be given an opportunity to provide a reasonable explanation for such failure to return to work.
 - d. Retirement.

ARTICLE 20. INSURANCE

20.1 Health

For each benefit earning employee electing health insurance coverage through the EMPLOYERS sponsored cafeteria benefits program, the EMPLOYER'S monthly contribution toward the 2022 employee's benefits program is:

- Single Coverage \$1,100
- Employee plus spouse \$1,360
- Employee plus child(ren) \$1,490
- Family \$1,610

The EMPLOYER'S monthly contribution toward the 2023 employee's benefits program is:

- Single Coverage \$1,160
- Employee plus spouse \$1,465

- Employee plus child(ren) \$1,600
- Family \$1,740

Each benefit earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program and who participates in the EMPLOYER sponsored health initiative program receives \$100 per month. Each benefit-earning employee who opts out of the Employer sponsored cafeteria benefits program who participates in the employer-sponsored health initiative program receives \$50 per month in plan year.

The insurance article is open for negotiations in 2024.

20.2 Life

The EMPLOYER agrees to pay the full cost of a \$35,000 life insurance policy for each officer covered by this AGREEMENT. The insurance is to be the type that may be picked up on the option of the officer upon retirement or termination of employment and will cover the officer on or off duty in accordance with MN Statute 61A.092.

20.3 Long Term Disability Insurance Language

The EMPLOYER will provide employees with Long Term Disability Insurance provided that a sufficient number of employees enroll to meet the insurer's eligibility requirements. The cost of the insurance will be paid through deductions in each employee's accrued sick leave account of hours of time sufficient to provide for the payment of premiums.

20.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and Employer will meet immediately to bargain over alternate provisions.

ARTICLE 21. SICK LEAVE

21.1 Employees shall earn eight hours of sick leave for each month of employment. Sick leave may be used only to the extent that it is earned. Sick Leave shall be authorized in cases of necessity or actual illness in accordance to MN Statute 181.9413, City Policy, and Department Policy.

21.2 Sick leave may be used for absences due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Employees may also request use of sick leave for the serious illness, injury or hospitalization for members of immediate family not included above, which may be granted at the discretion of the employer.

21.3 A maximum of three days sick leave may be taken in the event of death in the employee's immediate family. An additional seven days of sick leave may be taken upon

written approval of the EMPLOYER.

- 21.4 Each employee may donate up to two (2), eight (8) hour days or sixteen (16) hours total of accrued sick leave per year to other employees in accordance with the Administrative Policy.

ARTICLE 22. INJURED ON DUTY LEAVE

All employees certified by their physicians as unable to work because of a work related injury shall be entitled to Injured on Duty Leave up to a maximum of 1,040 working hours from the date of injury. Thereafter, the employee must use accumulated sick leave.

Any Worker's Compensation benefits for lost time or wages paid to the injured employee while using Injured on Duty or Sick Leave shall be paid to the City. If it is determined by a medical provider acceptable to the city that an employee has a permanent injury that will not allow the employee to return to work, the injury on duty benefit terminates and thereafter accrued sick leave must be used.

Injured on Duty benefits shall not be provided to employees who fail to comply with procedures required by the EMPLOYER for reporting work related injuries.

ARTICLE 23. DUES CHECK OFF

The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing such deduction in writing, and remit such deductions to the appropriate officer designated by the UNION. The UNION agrees to indemnify and hold the City of Minnetonka harmless against any and all claims, suits, order or judgment's brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 24. TRAINING LEAVE

Employees may be granted up to forty (40) hours uncompensated leave time annually to attend professional law enforcement training beyond requirements for POST licensing with the prior approval of the Police Chief. Such leave time shall be considered hours worked for purposes of computing sick leave accumulation, vacation accumulation, and for insurance eligibility.

ARTICLE 25. POST LICENSE FEE

EMPLOYER will pay for each Employee the license fee for that license required by M.S.A. 626.846, Subdivision 1.

ARTICLE 26. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provisions 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. To the extent of a provision of the contract is declared to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provision shall be voided and of no effect. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 27. DISCIPLINE

- 27.1 The EMPLOYER will discipline, suspend or discharge employees only for just cause. Discipline may be in one or more of the following forms:
- a. Oral Reprimand;
 - b. Written Reprimand;
 - c. Suspension;
 - d. Demotion; or
 - e. Discharge
- 27.2 Suspensions, demotions, and discharges will be in written form.
- 27.3 Written reprimands, notices of suspensions, and notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimand and/or notices.
- 27.4 Employees may examine their own individual personnel files at reasonable times and under the direct supervision of the EMPLOYER.
- 27.5 An employee who is subject of an investigation that may result in a disciplinary action to that employee may have a member of the UNION present during questioning. It will be the responsibility of the employee to make a request for a representative. An employee's waiver of UNION representation shall be in writing.
- 27.6 Discharges will be preceded by a five (5) day suspension without pay.
- 27.7 Grievances relating to this article shall be initiated by the Union in Step 2 in the grievance procedure under Article 16.

ARTICLE 28. PERFORMANCE MANAGEMENT PROGRAM

Employees with one year of service shall receive performance pay as follows:

- 28.1 Organizational performance pay - The focus of the organizational performance pay is achievement of organization-wide goals as established by the City Council. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the grade achieved by the organization as follows: for a grade of 4.0, each employee will be awarded \$100; for a grade of less than 4.0, the award will be pro-rated based on the actual percentage achieved (e.g., 3.8 grade is 95% of 4.0, so 95% of \$100 = \$95, 3.5

grade is 87.5% of 4.0, so 87.5% of \$100 = \$87.50, etc.)

- 28.2 Departmental performance pay - The focus of the departmental performance pay is achievement of department-wide goals and performance indicators as established and evaluated annually by a representative group of EMPLOYER, UNION and other Police Department employees. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the percentage of goals/indicators achieved by the department as follows: 100% achievement will be awarded 1.5% (one and one-half percent) of base pay; achievement less than 100% shall be pro-rated based on the actual percentage achieved (e.g., 97% achievement=97% of 1.5% base pay; 92% achievement=92% of 1.5% base pay, etc.)
- 28.3 Compensation for organizational and departmental performance pay will be paid in lump sums at the same time it is awarded to non-organized personnel. Adjustments in pay for overtime hours earned during the year to account for these performance payments will be paid after the payments are made.

ARTICLE 29. SEVERANCE PAY

- 29.1 To be eligible for severance pay, employees must be regular employees on the date of termination, and have a total of 10 years of continuous service as a regular employee. Severance pay is granted to eligible employees when they leave the municipal service in good standing for one of the following reasons:
- 29.11 Elimination of their classification or position by the City.
 - 29.12 Separation from City employment when the employee is eligible, based on age and/or service requirements, for an annuity from the Public Employees Retirement Association whether or not the employee starts receiving those benefits.
 - 29.13 Mandatory retirement or termination of employment due to health reasons, service-connected injury, or illness. A letter from a physician is required to indicate an employee's inability to perform essential functions of the job.
- 29.2 Employees shall be entitled to severance pay equal to the greater of:
- 29.21 Four weeks of base hourly pay plus one additional week of base hourly pay for each year of service beyond 10 years, not to exceed a total of 13 weeks appropriate pay, or
 - 29.22 One-third of the employee's accumulated sick leave at the base hourly pay rate.
- 29.3 Employees eligible for severance pay in accordance with Section 28.1 who submit a written notice of separation from City employment at least three months prior to that separation and who do not revoke it will receive the amount of severance pay pursuant to the policy plus an additional ten percent of that amount.

ARTICLE 30. DURATION

This AGREEMENT shall be effective as of December 24, 2021, and shall remain in full force and

effect until, December 19, 2024 or until a successor Agreement is reached, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 30th day of January, 2023.

FOR THE CITY OF MINNETONKA:

Brad Wiersum, Mayor

Mike Funk, City Manager

FOR LAW ENFORCEMENT LABOR SERVICES
(LOCAL NO. 442)

DocuSigned by:
Rick Mathwig

Rick Mathwig, Business Agent

DocuSigned by:
Eric Finnvik

Eric Finnvik, Union Steward

DocuSigned by:
Mark Eischens

Mark Eischens, Union Steward

EXHIBIT A
POLICE OFFICER PAY RANGES

The following wage schedule will be in effect from the first payroll period for 2022 through the last payroll period in 2024. For each year of the contract, Step 5 wages will be based on the higher amount of either the base pay adjustment or the annual market rate adjustment. Employees shall be considered for a merit increase, based upon performance evaluations and the recommendations of the Chief and approval of the City Manager.

2022 Base Pay					
	STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15th Year)
Hourly	\$38.69	\$42.07	\$44.97	\$47.39	\$48.36

2023 Base Pay					
	STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15th Year)
Hourly	\$40.72	\$44.28	\$47.34	\$49.88	\$50.90

For 2022, the Step 5 2021 base pay rate for Minnetonka Officers will be multiplied by the negotiated base pay increase of two percent (2.0%). Using 2021 League of Minnesota Cities salary data for the cities of Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park and Woodbury, the median of the range shall be established by utilizing the top of wage range of these cities (excluding Minnetonka). The median of the range will be multiplied by the negotiated percent base pay increase for 2022. These two rates will be compared, and the higher of the two will be the Step 5 pay rate for Minnetonka.

The remaining steps will be adjusted to maintain rates at 80%, 87%, 93% and 98% of the Step 5 hourly rate.

For all calculations, the reported LMC Salary data shall be used if a city has reported. If a city has not reported 2022 data by Sept. 1, the city of Minnetonka will contact that city directly to obtain the range of wage data. If after a reasonable amount of time has passed and the non-reporting city still has not responded to the request, then the union may assist with a shared responsibility to gather the necessary data. If a city cannot report due to negotiations or arbitration, the top of range calculation will be determined by taking the previously reported top step and multiplying by the negotiated percent base

pay increase. Once the LMC survey data and market calculations are completed, a meeting shall be held to review the data and calculations.

The same process shall be used to establish the 2024 wage rate schedule and a Personal Growth Wage Calculation.

For 2022:

2% base pay rate increase

For 2023:

2% base pay adjustment and 3.26% market rate adjustment for a total of 5.26%

For 2024:

2% base pay adjustment or market rate adjustment (TBD)

In accordance with Article 12. Personal Growth, the following rates have been calculated by using the 2022 wage scale established in Article A and multiplied by the personal growth incentives established in Article 12.29. The same process shall be used for 2024.

2022 Personal Growth Wage Calculation (Article 12)						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		(Start)	(One Year)	(Two Year)	(Three Year)	(15th Year)
	Base Hourly	\$38.69	\$42.07	\$44.97	\$47.39	\$48.36
1	102.0%	\$39.46	\$42.91	\$45.87	\$48.34	\$49.33
2	102.0%		\$42.91	\$45.87	\$48.34	\$49.33
3	104.0%		\$43.75	\$46.77	\$49.29	\$50.29
4	104.0%			\$46.77	\$49.29	\$50.29
5	106.0%			\$47.67	\$50.23	\$51.26
6	106.0%			\$47.67	\$50.23	\$51.26
7	108.0%			\$48.57	\$51.18	\$52.23
8	108.0%				\$51.18	\$52.23
9	110.0%				\$52.13	\$53.20

*Rate applicable after 10 years of service

2023 Personal Growth Wage Calculation (Article 12)						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		(Start)	(One Year)	(Two Year)	(Three Year)	(15th Year)
	Base Hourly	\$40.72	\$44.28	\$47.34	\$49.88	\$50.90
1	102.0%	\$41.53	\$45.17	\$48.29	\$50.88	\$51.92
2	102.0%		\$45.17	\$48.29	\$50.88	\$51.92
3	104.0%		\$46.05	\$49.23	\$51.88	\$52.94
4	104.0%			\$49.23	\$51.88	\$52.94
5	106.0%			\$50.18	\$52.87	\$53.95
6	106.0%			\$50.18	\$52.87	\$53.95
7	108.0%			\$51.13	\$53.87	\$54.97
8	108.0%				\$53.87	\$54.97
9	110.0%				\$54.87	\$55.99

ADDENDUM II

The UNION and EMPLOYER recognize and agree that the EMPLOYER has granted increases in wages, pay differential, insurance and uniform allowance in lieu of the granting of longevity pay.

LABOR AGREEMENT
BETWEEN
CITY OF MINNETONKA
AND
LAW ENFORCEMENT LABOR SERVICES
(LOCAL NO. 442)
Representing:
POLICE OFFICERS

Effective December ~~1424, 2019-2021~~ through December ~~211923, 2024~~20243



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ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of December 14, 2018 between the CITY OF MINNETONKA, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES hereinafter called the UNION.

Commented [DP1]: Need to update this date when agreement is final.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
- 1.3 To set forth herein the basic and full agreement between the parties concerning rates of pay, hours, and other conditions of employment.

The EMPLOYER and the UNION through this AGREEMENT shall continue their dedication to the highest quality police service and protection to the residents of Minnetonka. Both parties recognize the AGREEMENT as a pledge of this dedication.

ARTICLE 2. RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 19PRE0266 as:

All essential employees of the City of Minnetonka Police Department, Minnetonka, Minnesota, who are public employees within the meaning of Minnesota Statutes, §179A.03, Subd. 14, excluding supervisory and confidential employees. 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 Minnesota Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

3.1 UNION means LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).

- 3.2 UNION MEMBER means a member of LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).
- 3.3 EDUCATIONAL CREDIT means a credit from an accredited institution.
- 3.4 EMPLOYEE means a member of the bargaining unit as defined in Article ~~4~~2.
- 3.5 DEPARTMENT means the Minnetonka Police Department.
- 3.6 EMPLOYER means the City of Minnetonka.
- 3.7 CHIEF means the Chief of the Minnetonka Police Department.
- 3.8 COMPENSATORY TIME is time off in lieu of pay.
- 3.9 UNION OFFICER means officers elected or appointed by LAW ENFORCEMENT LABOR SERVICES (LOCAL NO. 442).
- 3.10 BASE~~IC~~ HOURLY PAY RATE means the employee's hourly rate as shown in Exhibit A.
- 3.11 HOLIDAY PAY RATE means the employee's hourly rate as shown in Exhibit A, plus any differential compensation for any of the professional development assignments pursuant to Article 9.2.
~~plus any assignment pay differential to which the employee may be entitled pursuant to paragraph 9.2. For purposes of computing the Basic Hourly Rate the monthly assignment pay differential shall be divided by 173.33 before being added to the employee's hourly rate from Exhibit A.~~
- 3.112 EXPANDED TOTAL BASE HOURLY PAY RATE means the employee's basic hourly rate defined in Article 3.10, plus any differential compensation for any of the special assignments, professional development assignments pursuant to Article 9.2, and personal growth assignments pursuant to Article 12.
- 3.11 EMERGENCY means a situation or condition so defined by the Minnetonka Police Chief or designee.
- 3.12 SCHEDULED WORK DAY means a scheduled consecutive work period including rest breaks and meal break.
- 3.13 SHIFT means an employee's scheduled work days and days off.

ARTICLE 4. DISCRIMINATION

Neither the EMPLOYER nor the UNION shall discriminate against any employee covered by the AGREEMENT because of their membership or non-membership in the UNION.

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ARTICLE 5. EMPLOYER SECURITY

The UNION and employees of the Minnetonka Police Department agree that during the life of this AGREEMENT, they will not cause, encourage, participate in or support any strike. Violations of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure of this contract.

ARTICLE 6. EMPLOYER AUTHORITY

6.1 The EMPLOYER and the UNION agree that certain hours, salaries, and conditions of employment are established by City ordinances, City resolutions, and rules and regulations of the Minnetonka Police Department. This AGREEMENT supplements hours, salaries, and other conditions of employment to the extent to which they are not in conflict. If in conflict, the law, ordinance, resolution, rule or regulation shall prevail as long as it is consistent with the Public Employees Labor Relations Act.

6.2 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities including municipal personnel policies and work rules. The prerogatives or authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER, such as, but not limited to:

6.21 Direct employees.

6.22 Hire, promote, transfer, assign, retain employees in positions and to suspend, demote, discharge or take disciplinary action against employees.

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6.23 Relieve employees from duties because of lack of work or other legitimate reasons.

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6.24 Maintain the efficiency of the City operations.

6.25 Determine the methods, means, job classifications and personnel by which such operations are to be conducted.

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6.26 Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.

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6.27 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

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ARTICLE 7. SPECIAL MEETINGS

The EMPLOYER and the UNION agree to meet and confer on matters of interest to both parties upon the request of either party. Special meetings shall be held within ten (10)

calendar days after receipt of the request. Employee representatives of the UNION will not be paid extra compensation, if the meeting is called by the UNION. Compensation on a straight-time basis shall be paid to the representatives of the UNION, if the meeting is called by the EMPLOYER and if the UNION representatives are called in the meeting during off-duty hours and if so paid, not to exceed three (3) hours of their regular hourly rate of pay computed on a straight-time basis.

ARTICLE 8. HOURS OF WORK

The normal work week in the Police Department is an averaged forty (40) hours.

ARTICLE 9. WAGES AND SALARIES

- 9.1 The rates of pay are set forth in Exhibit A, attached hereto and made a part thereof.
- 9.2 ~~Employee Special Professional development~~ assignments are made at the sole discretion of the Chief of Police. Employees in the following assignments shall be paid a differential as specified below:

Detective, ~~and~~ School ~~Resource Officer, and Community Engagement Officer:~~
 Liaison..... ~~55% of Base Hourly Pay Rate in Exhibit A – Step~~
~~5~~\$340/month in 2019,
 \$370/month in 2020,
 \$400/month in 2021

Canine..... ~~523% of Base~~
~~Hourly Pay Rate in Exhibit A – Step 5~~\$450/mo

Field Training Officer..... ~~8%8% of Base Hourly Pay Rate~~
~~in Exhibit A – Step 5~~\$3.20/hour in 2019, \$3.40/hour in
 2020, and \$3.60/hour in 2021.
 (when performing assigned Field Training Officer duties)

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An employee assigned special duties under the Professional Development Program not listed above and who is no longer eligible for holiday pay pursuant to Sections 14.1 and 14.3 of this agreement shall be paid a differential of \$135.00 per month for the duration of the assignment unless otherwise specified in this agreement.

- 9.3 Employees shall be compensated ~~for actual hours worked when serving in a for the special professional development~~ assignments listed in 9.2 ~~which are greater than one month in duration and shall be eligible for assignment pay differential only when serving in an n assignment~~. Employees shall only be eligible for pay differential in one assignment at a time.
- 9.4 The Chief of Police has exclusive authority to assign employees and equipment; and to develop, manage, and terminate ~~special professional development~~ assignments.

~~Special Professional development~~ Assignments are not permanent or promotional and may be revoked at the sole discretion of the Chief of Police.

ARTICLE 10. ADDITIONAL HOURS

10.1 Hours worked in excess of scheduled workday within a 24-hour period shall be compensated at one and one-half (1½) times the employee's ~~expanded to total base~~ ~~hourly~~ ~~hourly rate of pay~~ ~~hourly rate~~. A change of scheduled work day within a 24-hour period does not qualify for overtime. In lieu of being compensated for overtime in cash, the employee may accrue compensatory time. The employee may use that compensatory time after obtaining the approval of their immediate supervisor and the Chief of Police. Such compensatory time will be computed at the rate of one and one-half (1½) hours off for every hour of overtime worked. Overtime is to be calculated to the nearest 15 minutes. Changes in shift mutually agreed upon do not qualify an Employee for overtime, unless the time is greater than the scheduled workday.

10.2 Court Time - Employees who are required at the direction of the City Attorney, County Attorney, the Attorney General's Office, or other appropriate authority, to appear in court during off duty hours shall receive a minimum of two and one-half (2½) hours of pay at one and one half (1½) times their ~~normal expanded total hourly pay base~~ ~~hourly rate of pay~~ either in cash or in compensatory time, at the option of the Employee.

10.21 Reporting early for a scheduled work day or an extension of a work day for court duty does not qualify for this minimum.

10.22 EMPLOYEES who are required to standby for court appearances shall receive a minimum of two and one half (2½) hours straight time either in cash or compensatory time, for all time they are directed to standby. If notification of court cancellation is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2½) hours pay at their ~~normal base~~ ~~hourly rate of pay~~ ~~total hourly pay rate~~, either in cash or in compensatory time, at the option of the employee.

10.23 If a court appearance is required of an employee during the employee's off-duty time and the court appearance is canceled, the employee will be given notice of cancellation by 5:00 p.m. of ~~the~~ ~~the~~ preceding business day. If notification is not given by 5:00 p.m. of the preceding business day, the employee will receive two and one-half (2½) hours pay at one and one-half (1½) times their ~~normal base hourly rate of pay~~ ~~total hourly pay rate~~ either in cash or in compensatory time, at the option of the employee.

10.3 Call Back Time. Employees who are called back to duty during off duty hours shall receive a minimum of two (2) hours pay at one and one half (1½) times their ~~normal expanded base~~ ~~total~~ ~~hourly rate of pay~~ ~~pay rate~~, either in cash or in compensatory time, at the option of the Employee.

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10.31 Employees called back for unscheduled, scheduled work day changes within a 48 hour period shall receive two (2) hours of pay at one and one-half (1½) times their ~~normal basic hourly rate of pay~~ total hourly pay rate, either in cash or in compensatory time, at the option of the Employee.

10.32 An extension of, or early reporting for, a scheduled work day, does not qualify for callback time minimum if that time is paid as overtime.

10.4 Additional duty time provided for in this Article shall not be pyramided, compounded, or paid twice for the same hours.

10.5. Other than 10.2 Court Time, an Employee designated by the Employer as a member of Mobile Field Force who is placed on On-Call status by the Employer will be compensated for all hours on On-Call status at their total hourly pay rate, either in cash or in compensatory time, at the option of the employee.

ARTICLE 11. UNIFORMS

11.1 Detective

a. Clothing damaged in the line of duty through no fault of the employee shall be replaced or repaired by the EMPLOYER at the discretion of the Chief.

11.2 The EMPLOYER shall provide each employee, other than those assigned as detectives, with a complete uniform and shall provide replacement for elements of the uniform as necessary. The EMPLOYER shall provide regular maintenance of uniforms for employees assigned to patrol responsibilities. The components of uniforms, procedures for provision and replacement of the uniform and maintenance of uniforms shall be governed by policies established by the EMPLOYER which may be modified at the EMPLOYER'S sole discretion.

11.3 The EMPLOYER shall provide each employee with a City-owned approved service firearm and shall pay the cost of normal maintenance and repair of the service firearm.

11.4 The UNION and EMPLOYER agreed to eliminate the uniform allowance in lieu of modifications to Article 9, 9.2, Detective pay.

ARTICLE 12. PERSONAL GROWTH

12.1 This Incentive Pay Program is a voluntary program designed to promote personal growth and performance for all employees. It provides opportunities for employees to earn additional compensation for program components such as education degree/training, community service, wellness/fitness and a skill assessment. ~~All compensation, including payment for overtime hours earned during the year, for this program will be paid in a lump sum payment at the end of the year.~~ On an annual basis, employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any three of the

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remaining components. Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program.

12.2 Listed below is a summary of the requirements for receiving additional compensation for each of the components of the Incentive Pay Program. The actual details on the implementation and administration of the program will be part of an administrative policy. The EMPLOYER agrees to meet and confer with the UNION on the development of the administrative policy which will outline the details of these program components.

12.21. Education Degree - ~~After successful completion of the one-year probationary period outlined in Section 17.2.2, e~~ Employees with a Bachelor's or Master's degree from an accredited institution in a work related field are eligible to receive 2.0% of ~~the~~ base hourly pay rate in additional compensation. ~~Employees who successfully complete the probationary period will be paid retroactively for the time during the probationary period when they otherwise would have qualified for this additional compensation at the rate of pay in effect for that time period.~~

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12.22. Ongoing education/training- employees with two years of service who demonstrate a commitment to continued education/training are eligible to receive 2.0% of ~~the~~ base hourly pay rate in additional compensation. ~~This can be accomplished by annually taking and successfully completing a minimum of two college courses (six credits) in a job related field from an accredited institution of higher learning; or receiving a minimum of 14 Peace Officer Standards and Training (POST) credits per year above the normal licensing requirements. College courses and training sessions must be attended on off duty time and be pre-approved by the Chief of Police.~~

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12.23 Community Service - Employees with two years of service who are actively involved in an outside community service activity are eligible to receive 2.0% of ~~the~~ base hourly pay rate in additional compensation. Community Service activities must be pre-approved by the Chief of Police and employees must provide evidence of participation in the activity in the amount of not less than 50 hours for the calendar year.

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12.24 Skill Assessment - Employees with one year of service who receive a passing score on an annual written skill assessment, are eligible to receive 2.0% of ~~the~~ base hourly pay rate in additional compensation. The skill assessment will be based on information from the Department Policy and Procedures manual, Criminal Code, City ordinances, traffic laws, EMT manual and IACP training keys, and be designed to test subject matters related to the performance of the employees' jobs. The 50 question skill assessment will be developed and administered under the direction of the Chief of Police and a score of 75% is considered passing.

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12.25 Wellness/Fitness - Employees with two years of service who make substantial progress on personalized wellness/fitness goals are eligible to receive 2.0% of ~~the~~ base hourly pay rate in additional compensation. Each employee who chooses to participate in this program will receive a personalized wellness/fitness profile with stated goals to maintain or improve their overall health. The program will be administered by the Chief and will be in compliance with all local, state and federal

laws governing discrimination based on gender, race, or age. Employees will be evaluated for compliance with the goals a minimum of every two years, and more frequently if factors warrant.

- 12.26 ~~Special Training Personal Growth~~ Assignments - Employees with two years of service who are on the annual active assignment list established by the Employer to serve in one or more of the following ~~training~~ assignments, or other special assignments as agreed upon by both the Employer and Union, are eligible to receive a maximum of 2.0% of ~~the base hourly pay rate~~ in additional compensation:

Field Training Officer	Reserve Unit Coordinator
Firearms Trainer	Explorer Post Advisor
Use of Force Trainer	Crisis Negotiator
Swat Team Member	Crisis after Care
<u>Mobile Field Force</u>	

- 12.27 Organizational Awareness - Employees with two years of service who participate in at least 14 hours of off-duty time of Employer-designated and authorized training regarding specific City department or public safety support functions are eligible to receive 2.0% of ~~the base hourly pay rate~~ in additional compensation. Examples of the functions in Section 12.26 include, but are not necessarily limited to, fire, legal, planning, inspections and paramedic services.

- 12.28 ~~Service - Beginning on December 16, 2016~~ Employees who have successfully completed ten years of service have an opportunity to participate in one additional program component under article 12.2 of their choice. Employees may choose to receive incentive pay by participating in the Education Degree component described in Article 12.21, and/or any four of the remaining components described in Articles 12.22 to 12.27. The fourth program component selected for participation will be worth 2% of ~~the base hourly pay rate~~ in additional compensation. ~~—~~

Employees eligible under ~~Article 12.29~~ this article who participate in Article 12.26 ~~Training Personal Growth Special~~ Assignments will be eligible to count their participation in any current assignment as part of Article 12.2 Personal Growth and apply any other previously completed 2 year ~~Special~~ Assignment listed under Article 12.26 or listed under Article 9.2 for eligibility of the fourth additional component under Article 12.28. ~~—~~

The effective date of the fourth component will be the date of completion of 10 years of service.

Since the program is voluntary, employees will not be compensated for off duty time in which they are involved in or preparing for components of the program.

12.29 The negotiated base hourly pay rate listed in Exhibit A shall be increased by the percentages listed in each corresponding Article of 12.21 – 12.28 according to the following Personal Growth Wage Calculation Methodology.-

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Personal Growth Calculation Methodology						
		STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15 th Year)
1	Hourly Base Rate	Step 1 + 2%	Step 2 + 2%	Step 3 + 2%	Step 4 + 2%	Step 5 + 2%
2	1 Incentive Program (No Education degree) 2%		Step 2 + 2%	Step 3 + 2%	Step 4 + 2%	Step 5 + 2%
3	1 Incentive Program AND Degree 4%		Step 2 + 4%	Step 3 + 4%	Step 4 + 4%	Step 5 + 4%
4	2 Incentive Programs (No Education degree) 4%			Step 3 + 4%	Step 4 + 4%	Step 5 + 4%
5	2 Incentive Programs AND Degree 6%			Step 3 + 6%	Step 4 + 6%	Step 5 + 6%
6	3 Incentive Programs (No Education degree) 6%			Step 3 + 6%	Step 4 + 6%	Step 5 + 6%
7	3 Incentive Programs AND Degree 8%			Step 3 + 8%	Step 4 + 8%	Step 5 + 8%
8	4 Incentive Programs (No Education degree) 8%				Step 4 + 8%*	Step 5 + 8%
9	4 Incentive Programs AND Degree 10%				Step 4 + 10%*	Step 5 + 10%

*Rate applicable after 10 years of service

Employees shall qualify for the qualification level annually by October 31 and the corresponding rate (step and qualification incentive level) shall begin on the first payroll of the following year, except for the Service component in 12.28 which will be effective upon completion of 10 years of service. If an employee does not qualify for one or more of the personal growth programs, the corresponding qualification level rate will be removed on the first payroll of the following year.

Employees that completed Personal Growth programs in 2018 shall be immediately eligible for the new qualified rates. Employees that meet the requirements of the Education Degree (12.21) program shall be immediately eligible for the new qualified rate for that component.

ARTICLE 13. EDUCATION COMPENSATION

The employer offers an educational compensation benefit to encourage employees to enhance their professional and personal growth by assisting in the cost of continuing education. The goal is to enable employees to maintain the high standards expected of the city's workforce. Employees interested in this benefit shall follow the guidelines outlined in the education compensation policy in the city's Personnel Policy.

ARTICLE 14. LIABILITY INSURANCE

The EMPLOYER shall procure and maintain a policy of commercial general liability insurance, including errors and omissions, at its expense, insuring employees from all claims covered by such policy or policies in the sum of \$2,000,000 per occurrence.

ARTICLE 15. HOLIDAYS

154.1 Employees assigned to uniformed patrol duties shall receive 10 eight (8) hour days pay in lieu of holidays or eight hours of compensatory time for each holiday listed below ~~listed holiday~~. Employees shall also receive two (2) eight (8) hour "Floating Holidays" which may be taken as a holiday on any day throughout the year at the election of the employee with the approval of the Police Chief.

154.2 All other EMPLOYEES shall receive the following days off:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Thanksgiving Friday
Christmas Day	December 25

provided when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on a Sunday the following day shall be a holiday, and provided, when New Year's Day, January 1; or Independence Day, July 4; or Veterans Day, November 11; or Christmas Day, December 25; falls on Saturday, the preceding day shall be a holiday. Two (2) eight (8) hour additional days (sixteen (16) hours total) shall be known as "Floating Holidays" and may be taken as a holiday on any day throughout the year at the election of the Employee with the approval of the Police Chief.

154.3 Employees who are required to work on an actual holiday shall be paid at time and one half (1½) their base hourly holiday pay wage rate for all of the hours of any shift that begins on a listed holiday.

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ARTICLE 165. VACATIONS

165.1 For those regular full-time employees hired prior to January 1, 1998, vacation shall accrue according to the following schedule:

<u>Continuous Years of Service</u>	<u>Number of Vacation Hours Earned Per Year</u>
0 - 5	80
6 - 15	120
16 - 20	160
21+	200

165.11 For those regular full-time employees hired on or after January 1, 1998, vacation shall accrue according to the following schedule:

<u>Continuous Years of Service</u>	<u>Number of Vacation Hours Earned Per Year</u>
0 - 5	80
6 - 10	120
11	128
12	136
13	144
14	152
15 and on	160

165.2 Employees may accrue vacation leave not to exceed the following based on the employee's rate of vacation earned.

<u>Rate of Vacation Earned</u>	<u>Maximum hours of accrued vacation leave</u>
80 hours per year	200 hours
120 hours per year	225 hours
128 - 160 hours per year	250 hours
200 hours per year	275 hours

No employee shall be permitted to waive vacation leave for the purpose of receiving double pay.

ARTICLE 176. GRIEVANCE PROCEDURE

| 176.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation and/or application of this AGREEMENT.

| 176.2 Employees with a grievance may choose to be represented by the UNION.

176.3 The EMPLOYER will recognize UNION members selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the representative and of their successors when so named.

176.4 A grievance is defined as a dispute over the interpretation or application of this AGREEMENT.

176.5 Grievances shall be resolved in the following manner:

Step 1. An Employee claiming a violation concerning the interpretation or application of this AGREEMENT shall within ten (10) business days after such alleged violation present such grievance in writing, citing the portion of the contract violated and the suggested resolution to the employee's immediate supervisor designated by the EMPLOYER. The EMPLOYER shall give a final answer in such Step 1 grievance within ten (10) business days. If a grievance is not resolved in Step 1, such grievance shall be placed in writing by the UNION and referred to Step 2, within ten (10) business days after the EMPLOYER'S final answer in Step 1.

Step 2. The written grievance shall be presented to the Minnetonka Chief of Police by the UNION. The Chief of Police shall give the employee the EMPLOYER'S Step 2 answer within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be referred to Step 3 within ten (10) business days following the EMPLOYER'S final Step 2 answer.

Step 3. The written grievance shall be presented to the City Manager or another designated EMPLOYER representative by the UNION. The City Manager or other EMPLOYER representative shall give the EMPLOYER'S answer within fifteen (15) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be referred to Step 4 by the UNION within ten (10) business days following the EMPLOYER'S final Step 3 answer.

Step 4. Unresolved grievances are subject to the arbitration provisions of Minnesota Statutes, Section 179A.21. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue. 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 shall submit a decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or

application of the express terms of this AGREEMENT and on the facts of the grievance presented.

However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

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176.6 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

176.7 Any grievance not referred in the prescribed manner by the UNION or the employee within the specified time limits stated for each grievance step shall be considered waived.

176.8 The time limits established in the article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.

176.9 All fees and expenses for the arbitrator's service 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 charged equally.

176.10 _____. If, as a result of the written EMPLOYER's 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 either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used-Step 4 of this Article or an alternative procedure-and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

Should a court of competent jurisdiction rule contrary to *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, the interpretation of the election of remedies clause specified in the last sentence of the previous paragraph will be deleted from the labor agreement between the City and the Union.

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ARTICLE 137. SENIORITY

187.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

187.2 All original appointments shall be probationary and subject to a probationary period of 2080 hours after appointment. All promotional appointments shall be probationary and subject to a probationary period of 1040 hours. Any extended leave will extend the probationary period by the amount of the leave. During the probationary period, the City may remove an employee whose performance does not meet the required work standards. Such removals are not subject to ARTICLE 26.

187.3 A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the employee's layoff before any new employee is hired. Employees promoted to the police supervisors' bargaining unit shall retain bumping rights in the police officers' bargaining unit in lieu of layoff based on the employee's length of continuous employment. In the event of layoff in the supervisors' bargaining unit, an employee may bump the least senior police officer in lieu of layoff.

187.4 Seniority will be considered along with other pertinent operational factors in assigning overtime, holiday work, and vacation selection.

187.5 Patrol Officers will bid shifts by seniority

ARTICLE 198. LOSS OF SENIORITY

198.1 Employees shall lose their seniority for the following reasons:

- a. Discharge, if not reversed.
- b. Resignation.
- c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence, provided that Employees shall be given an opportunity to provide a reasonable explanation for such failure to return to work.
- d. Retirement.

ARTICLE 2049. INSURANCE

2049.1 Health

For each benefit earning employee electing health insurance coverage through the EMPLOYERS sponsored cafeteria benefits program, the EMPLOYER'S monthly contribution toward the 2022 employee's benefits program is: ~~nine hundred eighty-~~

five (\$985) for those electing Single Coverage; one thousand one hundred fifteen (\$1,115) for Employee plus Spouse; one thousand two hundred fifty (\$1,250) for Employee plus Child(ren) Coverage; or one thousand two hundred ninety dollars and fifty cents (\$1,290.50) for Family Coverage in plan year 2019.

o Single Coverage	\$1,100
o Employee plus spouse	\$1,360
o Employee plus child(ren)	\$1,490
o Family	\$1,610

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The EMPLOYER'S monthly contribution toward the 2023 employee's benefits program is:

o Single Coverage	\$1,160
o Employee plus spouse	\$1,465
o Employee plus child(ren)	\$1,600
o Family	\$1,740

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Each benefit earning employee electing health insurance coverage through the EMPLOYER sponsored cafeteria benefits program and who participates in the EMPLOYER sponsored health initiative program receives \$100 per month. Each benefit-earning employee who opts out of the Employer sponsored cafeteria benefits program who participates in the employer-sponsored health initiative program receives \$50 per month in plan year.

The insurance article is open for negotiations in 2024~~30~~ and 2024~~1~~.

2019.2 Life

The EMPLOYER agrees to pay the full cost of a \$35,000 life insurance policy for each officer covered by this AGREEMENT. The insurance is to be the type that may be picked up on the option of the officer upon retirement or termination of employment and will cover the officer on or off duty in accordance with MN Statute 61A.092.

2019.3 Long Term Disability Insurance Language

The EMPLOYER will provide employees with Long Term Disability Insurance provided that a sufficient number of employees enroll to meet the insurer's eligibility requirements. The cost of the insurance will be paid through deductions in each employee's accrued sick leave account of hours of time sufficient to provide for the payment of premiums.

2019.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and Employer will meet immediately to bargain over alternate provisions.

ARTICLE 219. SICK LEAVE

210.1 Employees shall earn eight hours of sick leave for each month of employment. Sick leave may be used only to the extent that it is earned. Sick Leave shall be authorized in cases of necessity or actual illness in accordance to MN Statute 181.9413, City Policy, and Department Policy.

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210.2 Sick leave may be used for absences due to an illness, injury, or hospitalization of the employee, employee's minor child, adult child, spouse, sibling, parent, in-law, grandchild, grandparent, or stepparent. Employees may also request use of sick leave for the serious illness, injury or hospitalization for members of immediate family not included above, which may be granted at the discretion of the employer.

210.3 A maximum of three days sick leave may be taken in the event of death in the employee's immediate family. An additional seven days of sick leave may be taken upon written approval of the EMPLOYER.

210.4 Each employee may donate up to two (2) eight (8) hour days or sixteen (16) hours total of accrued sick leave per year to other employees in accordance with the Administrative Policy.

ARTICLE 24. INJURED ON DUTY LEAVE

All employees certified by their physicians as unable to work because of a work related injury shall be entitled to Injured on Duty Leave up to a maximum of 1,040 working hours from the date of injury. Thereafter, the employee must use accumulated sick leave.

Any Worker's Compensation benefits for lost time or wages paid to the injured employee while using Injured on Duty or Sick Leave shall be paid to the City. If it is determined by a medical provider acceptable to the city that an employee has a permanent injury that will not allow the employee to return to work, the injury on duty benefit terminates and thereafter accrued sick leave must be used.

Injured on Duty benefits shall not be provided to employees who fail to comply with procedures required by the EMPLOYER for reporting work related injuries.

ARTICLE 23. DUES CHECK OFF

The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing such deduction in writing, and remit such deductions to the appropriate officer designated by the UNION. The UNION agrees to indemnify and hold the City of Minnetonka harmless against any and all claims, suits, order or judgment's brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 24. TRAINING LEAVE

Employees may be granted up to forty (40) hours uncompensated leave time annually to attend professional law enforcement training beyond requirements for POST licensing with the prior approval of the Police Chief. Such leave time shall be considered hours worked

for purposes of computing sick leave accumulation, vacation accumulation, and for insurance eligibility.

ARTICLE 254. POST LICENSE FEE

EMPLOYER will pay for each Employee the license fee for that license required by M.S.A. 626.846, Subdivision 1.

ARTICLE 255. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provisions 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. To the extent of a provision of the contract is declared to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provision shall be voided and of no effect. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 276. DISCIPLINE

276.1 The EMPLOYER will discipline, suspend or discharge employees only for just cause. Discipline may be in one or more of the following forms:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension;
- d. Demotion; or
- e. Discharge

276.2 Suspensions, demotions, and discharges will be in written form.

276.3 Written reprimands, notices of suspensions, and notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimand and/or notices.

276.4 Employees may examine their own individual personnel files at reasonable times and under the direct supervision of the EMPLOYER.

276.5 An employee who is subject of an investigation that may result in a disciplinary action to that employee may have a member of the UNION present during questioning. It will be the responsibility of the employee to make a request for a representative. An employee's waiver of UNION representation shall be in writing.

276.6 Discharges will be preceded by a five (5) day suspension without pay.

276.7 Grievances relating to this article shall be initiated by the Union in Step 2 in the grievance procedure under Article 16.

ARTICLE 237. PERFORMANCE MANAGEMENT PROGRAM

Employees with one year of service shall receive performance pay as follows:

287.1 Organizational performance pay - The focus of the organizational performance pay is achievement of organization-wide goals as established by the City Council. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the grade achieved by the organization as follows: for a grade of 4.0, each employee will be awarded \$100; for a grade of less than 4.0, the award will be pro-rated based on the actual percentage achieved (e.g., 3.8 grade is 95% of 4.0, so 95% of \$100 = \$95, 3.5 grade is 87.5% of 4.0, so 87.5% of \$100 = \$87.50, etc.)

287.2 Departmental performance pay - The focus of the departmental performance pay is achievement of department-wide goals and performance indicators as established and evaluated annually by a representative group of EMPLOYER, UNION and other Police Department employees. On an annual basis, employees shall be awarded performance pay in the lump sum amount based on the percentage of goals/indicators achieved by the department as follows: 100% achievement will be awarded 1.5% (one and one-half percent) of base pay; achievement less than 100% shall be pro-rated based on the actual percentage achieved (e.g., 97% achievement= 97% of 1.5% base pay; 92% achievement= 92% of 1.5% base pay, etc.)

287.3 Compensation for organizational and departmental performance pay will be paid in lump sums at the same time it is awarded to non-organized personnel. Adjustments in pay for overtime hours earned during the year to account for these performance payments will be paid ~~at the end of the year~~ after the payments are made.

ARTICLE 238. SEVERANCE PAY

298.1 To be eligible for severance pay, employees must be regular employees on the date of termination, and have a total of 10 years of continuous service as a regular employee. Severance pay is granted to eligible employees when they leave the municipal service in good standing for one of the following reasons:

- 298.11 Elimination of their classification or position by the City.
- 298.12 Separation from City employment when the employee is eligible, based on age and/or service requirements, for an annuity from the Public Employees Retirement Association whether or not the employee starts receiving those benefits.
- 298.13 Mandatory retirement or termination of employment due to health reasons, service-connected injury, or illness. A letter from a physician is required to

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EXHIBIT A
POLICE OFFICER PAY RANGES
2019-2024

The following wage schedule will be in effect from the first payroll period for 2022 through the last payroll period in 2024. For each year of the contract, Step 5 wages will be based on the higher amount of either the base pay adjustment or the annual market rate adjustment. The EMPLOYER and the UNION agree to the following base pay schedule. Employees shall be considered for a merit increase, based upon performance evaluations and the recommendations of the Chief and approval of the City Manager.

<u>2019-2022 Base Pay</u>					
	STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15th Year)
Annual	<u>\$65,956.80</u>	<u>\$71,739.20</u>	<u>\$76,689.60</u>	<u>\$82,451.20</u>	<u>\$84,094.40</u>
Hourly	<u>\$31.71</u> 38.69	<u>\$34.49</u> 42.087	<u>\$36.87</u> 44.97	<u>\$39.64</u> 47.39	<u>\$40.43</u> 48.36

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<u>2023-2020</u>					
-	STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15th Year)
Annual	<u>\$67,267.20</u>	<u>\$73,153.60</u>	<u>\$78,208.00</u>	<u>\$84,094.40</u>	<u>\$85,779.20</u>
Hourly	<u>\$32.34</u> 40.72	<u>\$35.17</u> 44.28	<u>\$37.59</u> 47.34	<u>\$40.42</u> 49.88	<u>\$41.24</u> 50.90

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<u>2021</u>					
-	STEP 1 (Start)	STEP 2 (One Year)	STEP 3 (Two Year)	STEP 4 (Three Year)	STEP 5 (15th Year)
Annual	<u>\$68,619.20</u>	<u>\$74,630.40</u>	<u>\$79,768.00</u>	<u>\$85,779.20</u>	<u>\$87,484.80</u>
Hourly	<u>\$32.98</u>	<u>\$35.86</u>	<u>\$38.33</u>	<u>\$41.22</u>	<u>\$42.06</u>

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For 2019, the Step 4 2018 base pay rate for Minnetonka Officers will be multiplied by the negotiated base pay increase of one and one-half percent (1.50%). Using 2018 League of Minnesota Cities salary data for the cities of Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park and Woodbury, the average weighted mean of these cities (excluding Minnetonka) will be multiplied by the negotiated base pay increase for 2019. These two rates will be compared, and the higher of the two will be the Step 4 pay rate for Minnetonka. The remaining steps will be adjusted to maintain rates at 80%, 87%, 93% and 102% of the Step 4 hourly rate.

For 2022~~0~~, the Step 5 2021~~19~~ base pay rate for Minnetonka Officers will be multiplied by the ~~negotiated~~ negotiated base pay increase of two percent (2.0%). Using 2021~~19~~ League of Minnesota Cities salary data for the cities of Brooklyn Park, Burnsville, Eagan, Eden Prairie, Edina, Lakeville, Maple Grove, Plymouth, St. Louis Park and Woodbury, the median of the range shall be established by utilizing the top of wage range of these cities (excluding Minnetonka). The median of the range will be multiplied by the ~~negotiated~~ negotiated percent base pay increase for 2022~~0~~. These two rates will be compared, and the higher of the two will be the Step 5 pay rate for Minnetonka.

The remaining steps will be adjusted to maintain rates at 80%, 87%, 93% and 98% of the Step 5 hourly rate.

For all calculations, the reported LMC Salary data shall be used if a city has reported. If a city has not reported 2019-2022 data by Sept. 1, the city of Minnetonka will contact that city directly to obtain the range of wage data. If after a reasonable amount of time has passed and the non-reporting city still has not responded to the request, then the union may assist with a shared responsibility to gather the necessary data. If a city cannot report due to negotiations or arbitration, the top of range calculation will be determined by taking the previously reported top step and multiplying by the negotiated percent base pay increase. Once the LMC survey data and market calculations are completed, a meeting shall be held to review the data and calculations.

The same process shall be used to establish ~~the~~ the 2023~~4~~ and 2024 wage rate schedule and a Personal Growth Wage Calculation.

For 2022:
2% base pay rate increase

For 2023:
2% base pay adjustment and 3.26% market rate adjustment for a total of 5.26%

For 2024:
2% base pay adjustment or market rate adjustment (TBD)

In accordance with Article 12, Personal Growth, the following rates have been calculated by using the 2022~~19~~ wage scale established in Article A and multiplied by the personal growth incentives established in Article 12.29. The same process shall be used for 2023~~0~~ and 2024~~1~~.

2022 19 Personal Growth Wage Calculation (Article 12)					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	(Start)	(One Year)	(Two Year)	(Three Year)	(15th Year)
Base Hourly	\$34.74 \$38.69 \$32.34 \$39.46	\$34.49 \$42.07	\$36.87 44.97	\$39.64 47.39	\$40.43 48.36
1	102.0%	\$35.18 \$42.91	\$37.64 \$45.87	\$40.43 \$48.34	\$41.24 \$49.33
2	102.0%	\$36.18 \$42.91	\$37.64 \$45.87	\$40.43 \$48.34	\$41.24 \$49.33
3	104.0%	\$36.59 \$43.75	\$38.34 \$46.77	\$41.23 \$50.27	\$42.06 \$51.30
4	104.0%		\$46.77 \$46.77	\$49.29 \$49.29	\$50.29 \$50.29

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5	106.0%			\$39,0847.67	\$42,0253,2950	\$42,8654,3851
6	106.0%			47.67 \$47.67	50.23 \$50.23	54.26 \$51.26
7	108.0%			\$39,8248.57	\$42,8157,5551	\$43,6658,7352
8	108.0%				\$42,8157,555	\$43,6658,7352
9	110.0%				\$43,6063,645	\$44,4764,6053

*Rate applicable after 10 years of service

ADDENDUM II

The UNION and EMPLOYER recognize and agree that the EMPLOYER has granted increases in wages, pay differential, insurance and uniform allowance in lieu of the granting of longevity pay.

~~MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF MINNETONKA
AND
LAW ENFORCEMENT
LABOR SERVICES (LOCAL NO. 442)~~

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Article XVII, Section 17.10 reads as follows:

~~17.10 If, as a result of the written EMPLOYER's 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 either to Step 4 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used Step 4 of this Article or an alternative procedure and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.~~

~~The parties agree that should a court of competent jurisdiction rule contrary to EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the interpretation of the election of remedies clause specified in the last sentence of the previous paragraph will be deleted from the then current labor agreement between the City and the Union.~~

~~FOR THE CITY OF MINNETONKA FOR LAW ENFORCEMENT LABOR SERVICES
(LOCAL NO. 442)~~

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Brad Wiersum, Mayor Rick Mathwig, Business Agent~~

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Mike Funk, Acting City Manager Eric Finnvik, Union Steward~~

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Mark Eischens, Union Steward~~

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**Agenda
Minnetonka City Council
Regular Meeting
Monday, Feb. 13, 2023
6:30 p.m.
Council Chambers**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Coakley-Kirk-Schack-Wilburn-Calvert-Schaeppi-Wiersum
4. Approval of Agenda
5. Approval of Minutes:
 - A. Jan. 13, 2023 special study session minutes
 - B. Jan. 23, 2023 study session minutes
 - C. Jan. 30, 2023 regular meeting minutes
6. Special Matters: None.
7. Reports from City Manager & Council Members
8. Citizens Wishing to Discuss Matters Not on the Agenda
9. Bids and Purchases:
 - A. Bids for the Water Treatment Plant #15 Chemical Room Improvements Project
Recommendation: Award the contract (5 votes)
10. Consent Agenda - Items Requiring a Majority Vote:
 - A. Resolution amending Council Policy 1.3
Recommendation: Approve the resolution (4 votes)
 - B. Resolution authorizing the expenditure of fiscal year 2022 and 2023 opioid settlement funds
Recommendation: Adopt the resolution (4 votes)
 - C. Collective Bargaining Agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442

Recommendation: Approve the 2022-2024 labor agreement between the City of Minnetonka and Law Enforcement Labor Services (LELS), Local No. 442; and to authorize the mayor and city manager to execute the agreement (4 votes)

11. Consent Agenda - Items Requiring Five Votes: None.

12. Introduction of Ordinances: None.

13. Public Hearings:

A. On-sale intoxicating and Sunday on-sale intoxicating liquor licenses for MN Opus Operating VII LLC, dba Minneapolis Marriott Southwest, located at 5801 Opus Parkway

Recommendation: Motion to continue the public hearing to Mar. 27, 2023, for final consideration (4 votes)

14. Other Business:

A. 2023 budget revision - The Marsh

Recommendation: Adopt the resolution (4 votes)

15. Appointments and Reappointments: None.

16. Adjournment