



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. F.

**From:** Lisa Schaefer, Human Resources Director

**Action**

**Discussion**

**Date:** January 20, 2105

**Information**

**Subject:** 2015-2016 Union Contract for MNPEA: 911 Dispatchers

**Action Requested:**

Approve the 2015-2016 union contract for Minnesota Public Employees Association (MNPEA) Representing: 911 Dispatchers.

**Information / Background:**

The tentative agreement for this bargaining unit includes the following substantive changes from the previous contract:

- Duration: A two-year agreement (2015-2016).
- Market adjustments: A 2.5% increase effective January 1, 2015, which is equal to the increase that was given to all other full-time non-union and union employees. A 2.5% increase effective January 1, 2016. This increase should allow us to maintain our position in the market.
- Even exchange of two days of overtime pay for hours worked on Christmas Eve and New Year's Eve in lieu of overtime for one-half day on Christmas Eve, one-half day on New Year's Eve and all day on the day after Thanksgiving.

In addition there are a number of language changes that the union agreed to that serve to clarify outdated language, ease payroll administration, and/or increase consistency with the city-wide Employee Handbook.

**Attachments:**

- 2015-2016 Tentative Agreement between City of Edina and MNPEA: 911 Dispatcher Unit
- Labor Agreement between City of Edina and Minnesota Public Employees Association Representing: Communication Specialists and Public Safety Dispatchers Effective January 1, 2013 through December 31, 2014.



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## 2015-2016 TENTATIVE AGREEMENT BETWEEN CITY OF EDINA AND MNPEA: 911 DISPATCHER UNIT

### 1. JOB CLASSIFICATIONS

*Change job classifications to reflect current titles.*

Communications Specialist	<u>Full-time 911 Dispatcher</u>
Public Safety Dispatcher I	<u>Part-time 911 Dispatcher</u>
	<u>Lead Dispatcher</u>

### 2. ARTICLE V. EMPLOYER AUTHORITY

*Change to gender-neutral language.*

Change "manpower" to "employees" in 5.1.

### 3. ARTICLE X DISCIPLINE:

*Remove outdated language.*

Delete section 10.5 and renumber 10.6 and 10.7.

### 4. ARTICLE XIII OVERTIME:

*Increase efficiency processing payroll.*

13.7 Employees have the option to convert compensatory time to overtime pay ~~two (2) times per year on the first pay period in March and in August.~~ in November of each year.

### 5. ARTICLE XIV HOLIDAYS:

*Even exchange of overtime for hours worked one-half day of on Christmas Eve, one-half day New Year's Eve, and one full-day on the Day after Thanksgiving for overtime for hours worked one-full day on both Christmas Eve and New Year's Eve.*

14.1 The employer recognizes the following ~~as paid~~ 11 holidays

New Years' Day	January 1
President's Day	Third Monday in February
Easter Sunday	A Sunday in late March or early April
Memorial Day	Last Monday in May
Fourth of July	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
<del>Post-Thanksgiving Day</del>	<del>Friday immediately after Thanksgiving Day</del>
<u>Christmas Eve</u>	<u>December 24</u>
Christmas Day	December 25
<u>New Year's Eve</u>	<u>December 31</u>

**\* In 2012 Easter replaces Martin Luther King Day as a recognized holiday. In 2015 a full day on Christmas Eve and New Year's Eve (instead of half-days) replaces the Day after Thanksgiving.**

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## 6. COURT-TIME/STANDBY PAY

*Change notification procedures for standby pay and update outdated language.*

- 15.1 An employee who is required to appear in court during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. If the court appearance is during the employee's off duty time and the court appearance is canceled, the employee will be given a ~~forty-eight (48)~~ twenty-four (24) hour notice of cancellation. If notification of cancellation is not given in the ~~forty-eight (48)~~ twenty-four (24) hour time frame, the employee will receive two (2) hours pay at one and one-half (1½) times the employee's regular pay rate. An extension early report to a regularly-scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.
- 15.2 Proper notification of court cancellation will consist of a court cancellation notice being ~~placed in the employee's mail slot.~~ emailed to the employee's City email address at least twenty-four hours (24) prior to the assignment time. ~~The notice will be stamped with the date and time it is placed in the officer's mail slot, thereby constituting proper notification if prior to forty-eight (48) hours of the court assignment time.~~ It will be the employee's responsibility to ascertain if he/she has received a cancellation notice.
- 15.3 An employee who is required to appear in court during his/her scheduled off-duty time on the same day as that on which he/she completes a ~~2300-0700~~ 1800-0600 shift shall be paid at the rate of two (2) times the employee's base pay rate. This shall apply only to employees working the ~~2300-0700~~ 1800-0600 shift as part of the regularly ~~as assigned~~ assignment.

## 7. VACATION CASHOUT

*Update outdated language and increase efficiency processing payroll.*

- 20.2 Employees may reduce their vacation balance by cashing out a maximum of ~~five (5) vacation days~~ forty (40) hours of vacation per calendar year in November of each year.
- 20.3 ~~Effective July 1, 2013,~~ Employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

### 20.34 Transition to New Cap Excess Vacation Accrual Account (EVAA)

~~In June 2013, employees who have more than the maximum accrual will be allowed to cash out up to 80 hours of vacation at the current base rate of pay.~~

In July 2013, any amount of vacation over 200 hours ~~will be~~ was placed into an "Excess Vacation Accrual Account (EVAA)". This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after July, 2013.

The balance in the EVAA will be reflected on the employee's pay stub and can be used in the following ways:

- Vacation or sick leave in one-hour increments.

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- In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on City finances.
- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

## 8. ARTICLE XXI SEVERANCE PAY:

*Remove outdated language.*

Delete entire section and renumber remaining articles.

## 9. ARTICLE XXII. SICK LEAVE WITH PAY

*Update outdated language.*

- 22.1 Full-time employees shall accrue sick leave, with pay, at the rate of eight (8) hours per month. There is a maximum accumulation of ~~960~~ 1920 hours.
- 22.2 ~~Employees may reduce their sick leave balance a maximum of 15 days to provide leave time in the connection with the birth or adoption of a child. This time off will be counted as part of the time provided in the Family Medical Leave Policy. Paid sick leave may be used as defined in the City's personnel policies/Employee Handbook.~~
- 22.3 ~~New subdivision 22.3 will apply to all employees hired after January 1, 2000, and those employees hired before January 1, 2000 who elect to participate in the payment for unused sick leave described as follows: Upon separation from regular full-time employment with the City, regular full-time employees who have completed their probationary period and leave employment with the City in good standing shall receive a lump sum payment equal to 50% of their accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours. The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of~~

Employees who accrue sick leave and who leave employment with the City in good standing, (as described in the Resignation and Retirement section of the Employee Handbook: General Employment Policies) will receive 50% of his/her accrued but unused sick leave up to a maximum of 960 hours (1920 hours of accrued but unused sick leave x 50%). Sick leave will be cashed out at the employee's base rate of pay. The payment shall be based upon the employee's base rate of pay (assigned step plus longevity) at the time of separation.

## 10. WAGES & DURATION

Effective 1-1-2015: 2.5% to all steps  
Effective: 1-1-2016 2.5% to all steps

Add Lead Dispatcher Pay to Appendix: \$2.00 added to the base rate of pay for duration of assignment.

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# LABOR AGREEMENT

BETWEEN

CITY OF EDINA

and

MINNESOTA PUBLIC EMPLOYEES  
ASSOCIATION

*Representing*

COMMUNICATION SPECIALISTS AND PUBLIC SAFETY  
DISPATCHERS

Effective January 1, 2013 through December 31, 2014

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**MASTER LABOR AGREEMENT  
BETWEEN  
THE CITY OF EDINA  
AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION**

**ARTICLE I. PURPOSE OF AGREEMENT**

This agreement is entered into as of January 1, 2013, between the City of Edina, hereinafter called the EMPLOYER, and the Minnesota Public Employees Association, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this. AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

**ARTICLE II. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03 Subdivision 14, for all police personnel in the following job classifications:

**Communication Specialist  
Public Safety Dispatcher 1**

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 UNION: The Minnesota Public Employees Association (MNPEA).
- 3.2 UNION MEMBER: A member of the Minnesota Public Employees Association.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 DEPARTMENT: The Edina Police Department.
- 3.5 EMPLOYER: The City of Edina.
- 3.6 CHIEF: The Chief of the Edina Police Department.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 FULL TIME EMPLOYEE: A person hired by the EMPLOYER as a full-time employee and so designated by the, EMPLOYER.
- 3.12 PART TIME EMPLOYEE: A person hired by the EMPLOYER as a part time employee and so designated by the EMPLOYER.
- 3.13 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.14 REGULARLY SCHEDULED SHIFT: The work schedule as posted 7 days prior to the current date.
- 3.15 SHIFT SELECTION: For purpose of shift selection, shift is defined as an available slot on the schedule.

**ARTICLE IV. EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal function of the EMPLOYER.

**ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs, to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to

establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

#### **ARTICLE VI. UNION SECURITY**

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgment brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provision of this article.

#### **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 **DEFINITION OF GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 7.2 **UNION REPRESENTATIVE:** The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and their successors when so designated as provided by 6.2 of this AGREEMENT.
- 7.3 **PROCESS OF A GRIEVANCE:** It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and a UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has

determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

**Step 1.** An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed in writing to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

**Step 3.** If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

**Step 3A.** If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

**Step 4.** A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without the power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unsolved, 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 Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article VII or another appeal procedure -- and shall sign a statement of the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## ARTICLE VIII. SAVINGS CLAUSE

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

## ARTICLE IX. SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 1st - position
  - 2nd - date of hire - Police Department
  - 3rd - date of hire - City of Edina
- 9.2 During the probationary period a newly hired or rehired employee may be discharged or otherwise disciplined at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of work force will be accomplished on the basis of seniority within classifications. Employees shall be recalled on the basis of seniority within classifications. An employee on layoff shall have an opportunity to return to work within two years of the time of his/her lay off before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- Once every six (6) months, senior qualified employees shall select an available shift by seniority.
- When it has been demonstrated that assignment to shifts by other than seniority is necessary for the good operation of the department, the Chief may assign an employee to other than his or her preferred shift. The employer shall demonstrate the need for the reassignment and shall be utilized on a limited basis.
- 9.6 One continuous vacation period shall be selected on the basis of seniority until 15 March of each calendar year.

## **ARTICLE X. DISCIPLINE**

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in on or more of the following forms:
- a) oral reprimand;
  - b) written reprimand;
  - c) demotion;
  - d) suspension with or without pay; or
  - e) discharge
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.7 Grievances relating to this ARTICLE may be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

## **ARTICLE XI. CONSTITUTIONAL PROTECTION**

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

## **ARTICLE XII. WORK SCHEDULES**

- 12.1 The sole authority in establishing the work schedule is the EMPLOYER.
- 12.2 The normal year is two thousand and eighty hours (2080) to be accounted for by each employee through:
- a) hours worked on assigned shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time.

- 12.3 Service to the public may require the establishment of shifts for some employees on a daily, weekly, seasonal, or annual basis other than their normal work day. The EMPLOYER will give advance notice to the employees affected by the establishment of work days different from the employee's normal work day.
- 12.4 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.5 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.

**ARTICLE XIII. OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Employee requested changes of shifts do not qualify an employee an employee for overtime under this article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 For hours worked by employees in excess of the established work day or work week, compensatory time may be granted in lieu of overtime pay, with the approval of the employee's Department Head or designated supervisor. Compensatory time shall be at the rate of one and one-half (1-1/2) hours for every hour worked in excess of the established work week or work day. An employee may earn and use no more than 120 hours of compensatory time during a calendar year but at no time may an employee bank more than 64 hours. The scheduled use of compensatory time is at the approval of the employee's Department Head or designated supervisor.
- 13.7 Employees have the option to convert compensatory time to overtime pay two (2) times per year on the first pay period in March and in August.

**ARTICLE XIV. HOLIDAYS**

- 14.1 The employer recognizes the following as paid holidays:
 

New Years Day	January 1
President's Day	Third Monday in February
Easter Sunday	A Sunday in late March or early April
Memorial Day	Last Monday in May

Fourth of July	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Post Thanksgiving Day	Friday immediately after Thanksgiving Day
Christmas Day	December 25

**\* In 2012 Easter replaces Martin Luther King Day as a recognized holiday.**

- 14.2 For the purposes of this Article and Article 14.3 the holiday commences at 0000 the day prior to the official day and terminates at 2359 the day of the holiday.
- 14.3 Those employees who are scheduled to work on any of the eleven (11) holidays listed in 14.2 shall receive one and one half (1½) times their regular rate of pay for all regularly scheduled shifts or partial shifts worked.
- 14.4 Employee shall receive eleven (11) holidays each year. Employees will have holidays calculated in the setting of their schedules.

**ARTICLE XV. COURT TIME/STANDBY**

- 15.1 An employee who is required to appear in court during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. If the court appearance is during the employee's off duty time and the court appearance is canceled, the employee will be given a forty-eight (48) hour notice of cancellation. If notification of cancellation is not given in the forty-eight (48) hour time frame, the employee will receive two (2) hours pay at one and one-half (1½) times the employee's regular pay rate. An extension early report to a regularly-scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.
- 15.2 Proper notification of court cancellation will consist of a court cancellation notice being placed in the employee's mail slot. The notice will be stamped with the date and time it is placed in the officer's mail slot, thereby constituting proper notification if prior to forty-eight (48) hours of the court assignment time. It will be the employee's responsibility to ascertain if he/she has received a cancellation notice.
- 15.3 An employee who is required to appear in court during his/her scheduled off-duty time on the same day as that on which he/she completes a 2300-0700 shift shall be paid at the rate of two (2) times the employee's base pay rate. This shall apply only to employees working the 2300-0700 shift as part of the regularly as assigned.

**ARTICLE XVI. CALL BACK TIME**

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

## **ARTICLE XVII. WORKING OUT OF CLASSIFICATION**

Employees assigned by the EMPLOYER to assume the responsibilities of a higher job classification shall be paid according to the working out of classification schedule on Appendix A.

## **ARTICLE XVIII. INSURANCE**

18.1 The EMPLOYER will provide the same employer contribution to the City's cafeteria plan as is given to all non-union City employees.

## **ARTICLE XIX. UNIFORMS**

The City will provide one class A uniform to all employees after hire and will replace as needed. Employees will follow the City's policies related to business casual workplace attire.

## **ARTICLE XX. VACATION**

20.1 The following minimum vacation schedule shall apply to the full-time job classification covered by this AGREEMENT:

0 - 5 years of service - 80 hours per year

6 - 10 years of service - 120 hours per year

Over 10 years of service - 8 additional hours per year not to exceed 168 hours

20.2 Employees may reduce their vacation balance by cashing out a maximum of five (5) vacation days per calendar year. Effective July 1, 2013, employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

20.3 Transition to New Cap

In June 2013, employees who have more than the maximum accrual will be allowed to cash out up to 80 hours of vacation at the current base rate of pay.

In July, 2013 any amount of vacation over 200 hours will be placed into an "Excess Vacation Accrual Account (EVAA)". This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after July, 2013.

The balance in the EVAA will be reflected on the employee's pay stub and can be used in the following ways:

- Vacation or sick leave in one-hour increments.
- In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on City finances.

- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

#### **ARTICLE XXI. SEVERANCE PAY**

Effective January 1, 2000 this article applies only to those employees hired before January 1, 2000 and who do not choose to participate in the City's buy back of unused sick leave in Article 22.3.

Employees who are designated as full time and who voluntarily leave employment with the City of Edina with two weeks notice, and who have completed at least twenty (20) years of continuous full time employment with the City, shall receive six (6) weeks of pay upon such termination. A person may only receive one severance payment from the City.

#### **ARTICLE XXII. SICK LEAVE WITH PAY**

- 22.1 Full-time employees shall accrue sick leave, with pay, at the rate of eight (8) hours per month. There is a maximum accumulation of 960 hours.
- 22.2 Employees may reduce their sick leave balance a maximum of 15 days to provide leave time in the connection with the birth or adoption of a child. This time off will be counted as part of the time provided in the Family Medical Leave Policy.
- 22.3 New subdivision 22.3 will apply to all employees hired after January 1, 2000, and those employees hired before January 1, 2000 who elect to participate in the payment for unused sick leave described as follows: Upon separation from regular full-time employment with the City, regular full-time employees who have completed their probationary period and leave employment with the City in good standing shall receive a lump sum payment equal to 50% of their accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours. The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

#### **ARTICLE XXIII. EMPLOYEE FITNESS INCENTIVE**

Eligibility for the employees fitness incentive shall be based upon the City of Edina's Police Fitness Program dated January 1, 1994. Employees eligible for the fitness incentive shall receive not more than \$650.00 per year to be applied to the cost of dues or fees for membership or use of qualifying fitness facility or program. In no event shall the amount of the incentive paid exceed the actual cost of the dues, fees or program costs. Eligible employees shall receive the fitness incentive in not more than two (2) payments to be issued within three (3) weeks after submission to the employer of evidence required by the Fitness Incentive Program.

**ARTICLE XXIV. WAIVER**

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

**ARTICLE XXV. LONGEVITY**

Effective January 1, 2010 the full-time employees shall receive the following longevity pay:

At the end of the 4 <sup>th</sup> year	3%
At the end of the 7 <sup>th</sup> year	5%
At the end of the 10 <sup>th</sup> year	6%
At the end of the 13 <sup>th</sup> year	7%

**ARTICLE XXVI. DURATION**

This AGREEMENT shall be effective January 1, 2013 except herein noted, and shall remain in full force and effect until the thirty-first day of December, 2014. In witness thereof, the parties hereto have executed this AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_, 2013.

For the City of Edina:

For MNPEA :

\_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Steward

**APPENDIX A**

**WAGE RATES  
2013 - 2014**

**COMMUNICATIONS SPECIALIST:**

FULL-TIME		<b>2013</b>	<b>2014</b>
	Start	\$20.78	\$21.19
	After 12 months	\$22.63	\$23.09
	After 24 months	\$24.55	\$25.04
	After 36 months	\$26.05	\$26.57
	After 48 months	\$26.74	\$27.28
	After 60 months	\$27.58	\$28.13

**PART-TIME PUBLIC SAFETY DISPATCHER:**

	<b>2013</b>	<b>2014</b>
Start	\$20.78	\$21.19
After 12 months	\$22.63	\$23.09
After 24 months	\$24.55	\$25.04

**OUT OF CLASSIFICATION:** \$19.59 \$19.59

**TRAINING PAY:** \$5.00 \$5.00

Added to the Trainer's base rate of pay for each hour worked.

**WORKING ALONE PAY:** \$2.00 \$2.00

(Added to Dispatchers base rate of pay for each hour worked alone.)