

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. J.

From: Lisa Schaefer, Human Resources Director

Action

Date: February 18, 2014

Discussion

Information

Subject: 2014-2015 Bargaining Unit Contract for Police Officers

Action Requested:

Approve the 2014-2015 Union Contract for MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320 Representing: Police Officers.

Information / Background:

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

- A two –year agreement (2014-2015).
- A 2% increase effective 1-1-2014, and a 2.5% increase effective 1-1-2015.
- A change to a flat \$8.00 per hour increase for police officers in the Acting Supervisor role. The differential pay previously varied by years of service and was difficult to administer with electronic timecards.
- Allow police officers to be eligible for advance resignation notice policies under the same terms as non-union employees.

Attachments:

- Tentative Agreement between City of Edina and Teamsters Local 320: Police Officers
- 2012-2013 Previous Labor Agreement between The City of Edina and the Minnesota Teamsters Public and Law Enforcement Employee Union Local 320: Representing Police Officers

**TENTATIVE AGREEMENT BETWEEN
THE CITY OF EDINA
AND TEAMSTERS LOCAL 320: POLICE OFFICERS
January 2014**

PROPOSED CHANGES

1. Article XVI. Working Out of Classification.

Proposed language:

~~Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive, effective January 1, 1991, the highest salary step of the higher classification for the duration of the assignment.~~

Employees assigned by the Employer to serve as an "Acting Supervisor" will receive an additional \$8.00 per hour.

Discussion:

The City proposes to move to a flat dollar amount for acting sergeant pay to ease payroll administration for electronic timecards.

2. Article XXVII. Duration.

This Agreement shall be effective January 1, 2014, except herein noted, and shall remain in full force and effect until the 31st day of December 2015.

3. Appendix A Wage Rates for 2014 and 2015.

- Increase of 2% to steps on 1-1-2014.
- Increase of 2.5% to steps on 1-1-2015.

4. MOU: Advance Resignation Notices. Add the following Memorandum of Understanding

**Memorandum Of Understanding
ADVANCE RESIGNATION NOTICE POLICY
Effective January 1, 2014 – December 31, 2015**

Members of the bargaining unit will be eligible to participate in the department's pilot advance resignation notice program as it may be amended from time to time on the same basis as for nonunion members of the police department.

5. Outdated Language Clean up. The HR Director and Business Agent will work together to clean up outdated references in the contract.

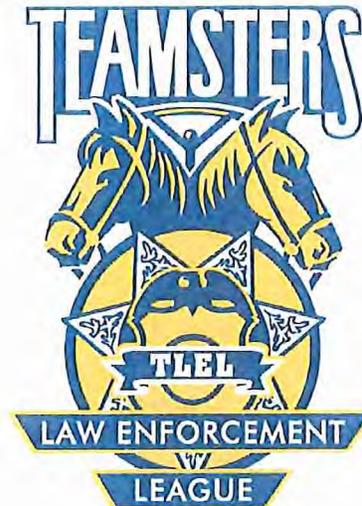
LABOR AGREEMENT

between

**CITY OF EDINA
and**

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION,
LOCAL NO. 320**

Representing: Police Officers



January 1, 2012 to December 31, 2013

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ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2012 between the City of Edina, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, 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:

**Patrol Officer
Detective**

- 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 Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 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 **DETECTIVE:** An employee specifically assigned by the Employer to the job classification and/or job position of Detective.
- 3.8 **OVERTIME:** Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 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.

- 6.5 The Employer shall prepare a letter to be given to each new employee. The letter shall describe the employee's responsibility under Section 179A.06, Subd.3.

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 3-A. 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, 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 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 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 renegotiated 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.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.6 One continuous vacation period shall be selected on the basis of seniority until March 15th of each calendar year.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline for just cause only. Discipline will be in one 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 shall 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 normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time

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

ARTICLE 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. Changes of shifts do not qualify an employee for overtime under this Article.

13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.

13.7 Those employees who are scheduled and work on New Year's Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, ½ day on Christmas Eve,

and ½ day on New Year's Eve, shall receive one and one-half (1½) times their regular rate of pay for the time worked.

ARTICLE XIV. COURT TIME/STANDBY

- 14.1 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.
- 14.2 Proper notification of court cancellation will consist of a court cancellation notice being placed in the officer'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 officer's responsibility to ascertain if he/she has received a cancellation notice.
- 14.3 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 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 1800 - 0600 shift as part of the regularly assigned schedule.
- 14.4 Employees required by the Employer to standby shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. Employee's required by the Employer to standby during his/her off-duty time on the same day as that on which he/she completes a 1800- 0600 shift shall receive a minimum of two (2) hours pay at the rate of two (2) times the employee's base pay rate. After the two (2) hour minimum has been reached, employees shall be paid at the rate of one (1) hour pay for each additional hour on standby. Proper notification of court cancellation for standby shall be specified in Article 14.2.

ARTICLE XV. CALL BACK TIME

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) 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 three (3) hour minimum.

ARTICLE XVI. WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive, effective January 1, 1991, the highest salary step of the higher classification for the duration of the assignment.

ARTICLE XVII. INSURANCE

The bargaining unit will receive an employer contribution equivalent to that amount approved for all other employees.

ARTICLE XVIII. UNIFORMS

Uniform items in current use will be replaced as needed. Uniform items are those currently purchased by the Employer and excludes personal gear. Authorizations for additional new equipment rests exclusively with the Employer.

ARTICLE XIX. INJURY ON DUTY

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's normal net take home pay (i.e. regular salary less mandatory deductions) and Worker's Compensation insurance payments for a period not to exceed seven hundred and twenty hours (720) per injury, not charged to the employees vacation, sick leave or other accumulated paid benefits, after a forty hours (40) initial waiting period per injury. The forty hours (40) waiting period shall be charged to the employee's sick leave account less Workers Compensation insurance payments applicable to those days.

ARTICLE XX. LONGEVITY

Effective July 1, 1978, the following terms and conditions are effective:

- 20.1 After four (4) years of continuous employment each employee shall be paid three and one-quarter percent (3.25%) of the employee's base rate.
- 20.2 After seven (7) years of continuous employment each employee shall be paid supplementary pay of five and one-quarter percent (5.25%) of the employee's base rate.
- 20.3 After ten (10) years of continuous employment each employee shall be paid supplementary pay of seven and one-quarter percent (7.25%) of the employee's base rate.
- 20.4 After thirteen (13) years of continuous employment each employee shall be paid supplementary pay of nine and one-half percent (9.50%) of the employee's base rate.

ARTICLE XXI. VACATION

21.1 The following minimum vacation schedule shall apply to 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 - eight additional hours per year not to exceed one hundred sixty eight hours.

- 21.2 Employees may reduce their vacation balance by cashing out a maximum of forty (40) hours per calendar year.
- 21.3 Effective 1-1-13, 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.
- 21.4 Transition to New Cap
In November, 2012, employees who have more than the maximum accrual will be allowed to cash out up to 40 hours of vacation at the current base rate of pay. This is in addition to leave cashed out under 21.2.

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

Employees who voluntarily leave employment with the City of Edina with two (2) weeks notice, and who have completed at least twenty (20) years of continuous 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 XXIII. SICK LEAVE WITH PAY

- 23.1 Employees shall accrue sick leave, at the rate of eight (8) hours per month. There is a maximum accumulation of nine hundred and sixty (960) hours.
- 23.2 Employees may reduce their sick leave balance one hundred twenty hours (120)

to provide leave time in connection with the birth or adoption of a child.

- 23.3 Unused Sick Leave - Sick leave will accrue eight (8) hours per month to a maximum of 960 hours. On an annual basis, (January 1 to December 31) 25% of all hours of unused sick leave above 960 hours may be placed in an account that may be used and scheduled like vacation. Time from the unused sick leave account may be used only when it is not detrimental to the Employer. The maximum amount of unused sick time an employee can use annually is three twenty-four (24) hours. There is no banking or accruing the time in the unused sick leave account; all time placed in the account must be used before the end of the year in which the time was placed in the account. All accounts will be cleared on December 31st of each year. Employees whose sick leave balances drop below 960 hours are not eligible for this provision of the contract.
- 23.4 Employees hired prior to January 1, 2000 can rebid. Employees hired prior to January 1, 2000 will have thirty (30) days after the contract has been signed to decide as to what sick leave policy they would like to participate in. Once the employee's decision is made, it will be final. (See new City policy on sick time.)

ARTICLE XXIV. HOLIDAYS

- 24.1 Employees shall receive eighty-eight (88) hours each year. Employees have holidays calculated in the setting of their schedules.
- 24.2 For the purposes of this Article and Article 13.7 the holiday commences at 0000 hours the day of the official day and terminates at 2359 hours the day of the holiday.
- 24.3 All employees working a 5-2 or 4-3 schedule shall receive eight (8) hours floating holiday time for their use, which shall be scheduled by them in the same manner as vacation.

ARTICLE XXV. EMPLOYEE FITNESS INCENTIVE

- 25.1 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 \$625.00 per year to be applied to the cost of dues or fees for membership or use of a 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 XXVI. P.O.S.T. BOARD LICENSURE

The City will pay the P.O.S.T. license fee for all employees covered by this contract.

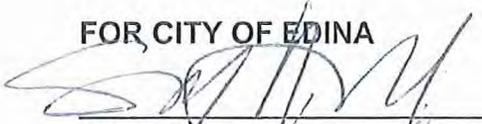
ARTICLE XXVII. WAIVER

- 27.1 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.
- 27.2 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.

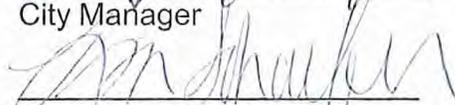
ARTICLE XXVIII. DURATION

This Agreement shall be effective January 1, 2012, except herein noted, and shall remain in full force and effect until the 31st day of December, 2013. In witness thereof, the parties hereto have executed this Agreement on this 4th day of April, 2012.

FOR CITY OF EDINA



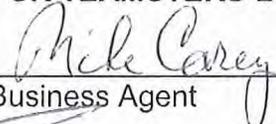
City Manager



Assistant to City Manager

HR Director

FOR TEAMSTERS LOCAL #320



Business Agent



Steward



Steward

APPENDIX A

1. WAGE RATES FOR 2012 and 2013

	January 1, 2012 (2%)	January 1, 2013 (2%)
Start	\$52,598.06	\$53,650.03
Year 1	\$56,090.54	\$57,212.35
Year 2	\$63,102.06	\$64,364.10
Year 3	\$70,113.36	\$71,515.63
Year 4	\$71,515.63	\$72,945.95
Year 5	\$72,165.92	\$73,609.24

2. Employees classified or assigned as a Field Training Officer shall receive \$5.00 per hour (while performing the duties of Field Training Officer) in addition to their regular wages for 2012 and 2013.
3. Employees assigned as Training Officer, School Liaison, Detective or Narcotics Officer shall receive \$375.00 per month in addition to their regular wages in 2012 and 2013.

APPENDIX B

Assignment	Eligibility	Selection Process	Term	After Assignment
Rotational Investigator	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal. Preference will be given to qualified officers who have not previously worked this assignment.	3 year	Return to a uniformed patrol shift for a minimum period of one year prior to being eligible to select another non patrol position. May submit for the traffic or flex annual position without returning to patrol.
Training Officer	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal. Preference will be given to qualified officers who have not previously worked this assignment.	2 year	Return to a uniformed patrol shift for a minimum period of one year prior to being eligible to select another non patrol position. May submit for the traffic or flex annual position without returning to patrol.
School Resource Officer	5 years with E.P.D.	Letter of Interest. Interview panel consisting of school staff and administration. Preference will be given to qualified officers who have not previously worked this assignment.	* 3 year	Return to a uniformed patrol shift for a minimum period of one year prior to being eligible to select another non patrol position. May submit for the traffic or flex annual position without returning to patrol.
Traffic Officer (1 Position)	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal.	1 year	May resubmit for the same position annually not to exceed 7 year time period away from a uniformed patrol shift. May submit for other open rotational positions.
Traffic Officers (2 Positions)	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal. Preference will be given to qualified officers who have not worked this assignment since January 01 st , 2008.	3 year	Return to a uniformed patrol shift for a minimum period of one year prior to being eligible to select another non patrol position. May submit for the traffic or flex annual position without returning to patrol.
Commercial Crime (Flex – One position)	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal.	1 year	May resubmit for the same position annually not to exceed 7 year time period away from a uniformed patrol shift. May submit for other open rotational positions.
Commercial Crime (Flex – One position)	5 years with E.P.D.	Letter of Interest. Selection by seniority and qualifications. Qualifications are based on acceptable performance records, as determined by management. Seniority considered when qualifications are equal. Preference will be given to qualified officers who have not worked this assignment since January 01 st , 2008.	3 year	Return to a uniformed patrol shift for a minimum period of one year prior to being eligible to select another non patrol position. May submit for the traffic or flex annual position without returning to patrol.

- Management retains the right to control personnel allocation as outlined in Article 5.1 of the union labor agreement.
- The maximum number of years an officer can work a non-patrol position of any capacity is 7 years. After 7 years, an officer must return to a uniformed patrol shift for a minimum period of one year before being eligible to bid another non-patrol position. An officer will not be considered eligible for a rotational position if the term of the position would exceed the 7 year leave from a uniformed patrol shift.
- Officers currently working any of the assignments in 2011 will complete the original term prior to any particular position becoming open for selection.
- This agreement will commence on 01/01/2012 and remain in effect for the duration of the contract agreement, at which time this agreement will be reviewed and negotiated.
- * The term of the SRO position may be extended for an additional year (maximum 4 years) if there are some type of extenuating circumstances and special request from the school district.

MEMORANDUM OF UNDERSTANDING

between the
CITY OF EDINA POLICE DEPARTMENT
and the
TEAMSTERS LOCAL 320
on behalf of the
POLICE OFFICERS

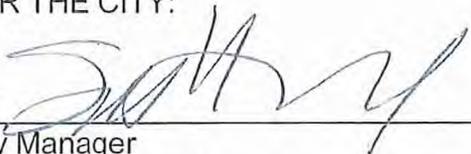
The following Letter of Agreement is made between the City of Edina and Teamsters Local 320.

WHERE AS, the City of Edina Police Department and Teamsters Local 320 are in agreement to the following:

1. That the City allow employees to participate in a Post Retirement Health Insurance Plan through the Minnesota State Retirement System.
2. That participation will be done through severance and sick time pay.

FURTHERMORE, the City of Edina and Teamsters Local 320 agree this will be retroactive to January 1, 2012.

FOR THE CITY:

BY 

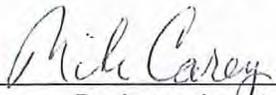
City Manager

Date 4-11-2012



Assistant to City Manager
HR Director

FOR THE UNION:

BY 

Business Agent

Date 3-26-2012



Steward


Steward

MEMORANDUM OF AGREEMENT
between
CITY OF EDINA
and
MINNESOTA TEAMSTERS PUBLIC and
LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320

Statement of Purpose

The Health Care Savings Plan (HCSP) is a program that allows City of Edina regular fulltime employees to set aside their severance benefit into an account to pay medical expenses and/or health insurance premiums after they are no longer employed by the City. Employees can choose between investment options provided by the plan administrator. Assets in the account accumulate tax-free and, since payouts are used for qualified medical expenses, they remain tax-free.

Eligibility

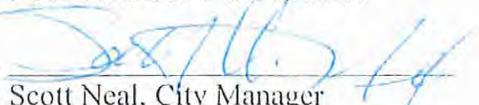
The City of Edina and the Minnesota Teamsters Public and Law Enforcement Employees Union Local 320 agree that members in the Police Officer Bargaining Unit will participate in the City's Health Care Savings Plan outlined as follows:

Program

Severance payments upon termination of employment will be used to fund the HCSP.

- Employees with less than five years of service do not contribute to the HCSP.
- For all employees with five or more years of service participation in the HCSP is mandatory.
- Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute 100% of the sick leave portion of their severance to the HCSP.
- Employees eligible to receive a severance payment for unused vacation at termination must contribute 100% of the vacation portion of their severance to the HCSP account.
- Employees eligible to receive a severance payment for unused time in their Excess Vacation Accrual Account (EVAA) at termination must contribute 100% of the EVAA portion of their severance to the HCSP account.
- Employees eligible to receive six weeks of severance pay at termination instead of payment for sick leave must contribute the entire six weeks of severance payment to their HCSP account.
- In some cases, current law or IRS guidelines may allow an employee to opt-out of this program. Employees may not opt out of or otherwise be considered ineligible to contribute to the HCSP except as permitted by law and approved by the City's Plan Administrator (MSRS). Such election to waive participation is irrevocable.

FOR THE CITY OF EDINA



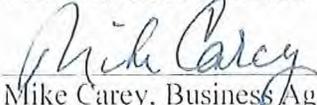
Scott Neal, City Manager
City of Edina



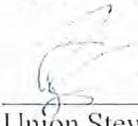
Lisa Schaefer, HR Director

Date: 4-24-12

FOR TEAMSTERS LOCAL #320



Mike Carey, Business Agent
Teamsters Local 320



Union Steward

Date: 4-30-2012