



To: MAYOR AND COUNCIL

Agenda Item #: IV. L.

From: Lisa Schaefer, Human Resources Director

Action

Discussion

Date: May 7, 2013

Information

Subject: 2013-2014 Animal Control/CSO Bargaining Unit Contract

Action Requested:

Approve the 2013-2014 Union Contract for Teamster's Local 320: Public Safety Animal Control & CSO's.

Information / Background:

The Animal Control/CSO Unit is a very small bargaining group consisting of one full-time Animal Control Officer and three part-time Community Service officers in the police department. The proposed agreement for this bargaining unit includes:

- A two –year agreement (2013-2014).
- A 2% increase effective 1-1-2013, and a 2% increase effective 1-1-2014.
- A language change to provide for the same employer contribution to the City's cafeteria plan as is given to all non-union city employees.
- The establishment of a cap on the number of vacation hours that is consisted with all non-union employees and all union employees settled through 2013.
- Changes to the method for using and calculating floating holidays.
- The establishment of the CSO position as a limited term position to recognize that these positions are not intended to be career positions, but instead serve as a "training ground" for individuals pursuing a career as a police officer.

Attachments:

- Tentative Agreement between City of Edina and Local 320: Animal Control/CSO
- Labor Agreement between The City of Edina and Minnesota Teamsters Public and Law Enforcement Employees' Union –Local No. 320 Public Safety Animal Control & CSO'S (Previous Labor Agreement)



Tentative Agreement Between City of Edina and Local 320: Animal Control/CSO April 2013

1. INSURANCE CONTRIBUTION – NEW LANGUAGE PROPOSED.

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.

2. CHANGE TO VACATION CAP.

ARTICLE XX. VACATION

20.1 (No changes to accrual schedule which becomes 20.1)

20.2 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". 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.

3. HOLIDAY PAY

14.1 Employees shall receive 16 hours of floating holiday pay annually ~~two (2) floating~~

holidays for their use which shall be scheduled in the same manner as vacation. ~~If an employee is scheduled to work ten (10) hours on a day that they want to take as a floating holiday, then the employee shall receive (10) hours of floating holiday pay. If an employee is scheduled to work eight (8) hours on a day that they want as a floating holiday then the employee shall receive eight (8) hours of floating holiday pay.~~

4. MOU REGARDING 8 HOURS OF ADDITIONAL LEAVE.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EDINA
AND
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320
(Public Safety Animal Control & CSO Unit)**

This is an Agreement entered into between Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (Union) and City of Edina (Employer):

WHEREAS, Teamsters Local 320 is the certified exclusive representative for the City of Edina Public Safety Animal Control & CSO bargaining unit;

WHEREAS, the parties have negotiated and agreed upon the following terms and condition of employment for the bargaining unit employees and wish to further specify the agreed upon terms and conditions of employment in the agreement:

NOW, THEREFORE, it is mutually understood and agreed to as follows:

1. ***In addition to the cost of living adjustment for the year 2013 and 2014, the full time member shall receive eight (8) hours of ~~paid administrative leave~~ Floating Holiday Leave to be used like compensatory vacation time in each of the years 2013 and 2014 of this labor agreement.***

IN WITNESS THEREOF, the parties acknowledge that they have read the foregoing Agreement and, by signing, hereby affirm that they fully understand and agree to its terms and application.

CITY OF EDINA MINNESOTA

MN. TEAMSTERS LOCAL #320

City Manager

Date:_____

Mike Carey, Business Agent

Date:



5. MOU REGARDING LIMITED TERM POSITION.

Memorandum Of Agreement
Between
The City of Edina
And
Teamsters Local 320
Representing the
Public Safety Animal Control and CSO's bargaining unit

This Memorandum of Agreement will detail the parties' agreement on implementing the City's management right to establish the Community Service Officer classification as a limited term position. The City indicated to the Union that it was limiting the job term of Community Service Officers at the City of Edina to no more than two years except that the Police Chief may recommend to the City Manager that an identified incumbent have their term extended for an additional specified period of time. Such decision to extend the term shall be at the sole discretion of the City.

In implementing this position limitation, the parties recognize that it impacts terms and conditions of employment for the Community Service Officers. Accordingly, the parties agree that upon reaching the term limitation established by the City, the incumbent Community Service Officer will be deemed to have separated from employment in good standing. Incumbents will not be subject to the layoff provisions of Article IX (Seniority)

This Agreement will not establish any precedent or waiver of rights except as specifically referenced in this Memorandum.

For the City of Edina:

For Teamsters Local 320

Human Resources Director

Business Agent

Date: _____, 2013

Date: _____, 2013

6. WAGES AND DURATION

In the event that the Union agrees with the City responses and proposals noted above, the City would agree to a two year contract with the following schedule.

- 2% increase to all steps effective 1-1-2013
- 2% increase to all steps in 1-1-2014

C: Tim Hunter, Steward

CITY OF EDINA

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LABOR AGREEMENT

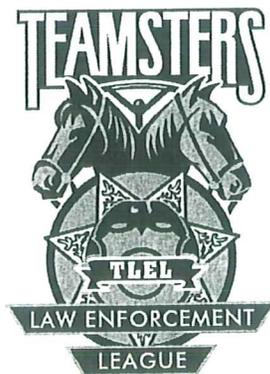
between

THE CITY OF EDINA

and

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

PUBLIC SAFETY ANIMAL CONTROL & CSO'S



JANUARY 1, 2010 TO DECEMBER 31, 2012

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**MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF EDINA
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEE'S UNION, LOCAL NO. 320**

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2010, 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 4, for all police personnel in the following job classifications:

**Animal Control Officer
Community Service Officer**

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

ARTICLE 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 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 herein-after 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:

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.

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.

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 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 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. 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.

Employees shall bid on preferred shifts every six (6) months and may not receive the same shift schedule for two (2) consecutive bids, but will be eligible to a preferred shift after being off that shift for six (6) months.

- 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 work year for employees designated full-time is two thousand and eighty hours (2080) to be accounted for by each employee through:
- 1) hours worked on assigned shifts;
 - 2) assigned training;
 - 3) 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 (1½) 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 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 worked shall not be pyramided, compounded or paid twice for the 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.

ARTICLE XIV. HOLIDAYS

- 14.1 Employees shall receive two (2) floating holidays for their use which shall be scheduled in the same manner as vacation. If an employee is scheduled to work ten (10) hours on a day that they want to take as a floating holiday, then the employee shall receive (10) hours of floating holiday pay. If an employee is scheduled to work eight (8) hours on a day that they want as a floating holiday then the employee shall receive eight (8) hours of floating holiday pay.

- 14.2 The Employer recognizes the following as paid holidays:

New Year's Day	January 1
Martin L. King Day	Third Monday in January
President's Day	Third Monday in February
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

Four (4) hours on Christmas Eve and New Years Eve.

- 14.3 For the purposes of this Article and Article 14.4 the holiday commences at 2300 the day prior to the official day and terminates at 2300 the day of the holiday.
- 14.4 Those employees who work on any of the 11 holidays listed in 14.2 shall receive two times (2 times) their regular rate of pay for all regularly scheduled shifts or partial shifts worked.

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 three (3) 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 twenty-four (24) hour notice of cancellation. If notification of cancellation is not given in the twenty-four (24) hour time frame, the employee will receive three (3) 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 three (3) 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 twenty-four (24) hours of the court assignment time. It will be the employee's responsibility to ascertain if he 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 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 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 contribute \$775.00 per month in 2010 for the City employee benefit coverage, and life insurance, and for optional benefits offered by the City through its flexible benefit plan. Effective January 1, 2011 and January 1, 2012, the bargaining unit will receive an increase in the Employer contribution equivalent to that amount approved by the City Council for all other employees. This provision shall be retroactive to January 1, 2010.

ARTICLE XIX. 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 or new equipment rests exclusively with the Employer.

ARTICLE XX. VACATION

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

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 and part-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. PART-TIME EMPLOYEE BENEFITS

Part-time employees shall accrue sick leave as provided for in Article XXII of this Agreement. Part-time employees shall receive the holidays listed in Article 13. of this Agreement.

ARTICLE XXIV - 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 payments to be issued

within three weeks after submission to the Employer of evidence required by the Fitness Incentive Program.

ARTICLE XXV. WAIVER

- 25.1 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.
- 25.2 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 XXVI. DURATION

This Agreement shall be effective January 1, 2010 except herein noted, and shall remain in full force and effect until the thirty-first day of December, 2012. In witness thereof, the parties hereto have executed this Agreement on this 27 day of JANUARY, 2011.

FOR THE CITY OF EDINA



City Manager



Assistant to City Manager

FOR TEAMSTERS LOCAL #320



Business Agent



Steward

Steward

APPENDIX A

Animal Control Officer

	1% 2010	1% 2011	1% 2012
Start	\$18.89	\$19.08	\$19.27
After 12 months	\$20.59	\$20.80	\$21.01
After 24 months	\$22.30	\$22.53	\$22.76
After 36 months	\$23.70	\$23.94	\$24.18
After 48 months	\$24.33	\$24.58	\$24.83
After 60 months	\$25.00	\$25.25	\$25.51

Part time Community Service Officer

	1% 2010	1% 2011	1% 2012
Start	\$14.59	\$14.74	\$14.89
After 3 months	\$15.61	\$15.77	\$15.93
After 6 months	\$16.59	\$16.76	\$16.93
After 12 months	\$17.56	\$17.74	\$17.92
After 18 months	\$18.54	\$18.73	\$18.92
After 24 months	\$19.51	\$19.71	\$19.91

Out of Classification: The employee working out of classification will receive an additional \$1.00 per hour added to the highest part time CSO rate.

Training Pay: \$4.00 \$4.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EDINA
AND
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320
(Public Safety Animal Control & CSO Unit)**

This is an Agreement entered into between Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (Union) and City of Edina (Employer):

WHEREAS, Teamsters Local 320 is the certified exclusive representative for the City of Edina Public Safety Animal Control & CSO bargaining unit;

WHEREAS, the parties have negotiated and agreed upon the following terms and condition of employment for the bargaining unit employees and wish to further specify the agreed upon terms and conditions of employment in the agreement:

NOW, THEREFORE, it is mutually understood and agreed to as follows:

- 1. In addition to the cost of living adjustment for the year 2011 and 2012, the full time member shall receive eight (8) hours of paid administrative leave to be used like compensatory time in each of the years 2011 and 2012 of this labor agreement.***

IN WITNESS THEREOF, the parties acknowledge that they have read the foregoing Agreement and, by signing, hereby affirm that they fully understand and agree to its terms and application.

CITY OF EDINA MINNESOTA



City Manager

Date: 1-28-2011

MN. TEAMSTERS LOCAL #320



Mike Carey, Business Agent

Date: 1-27-2011



Assistant City Manager

Date: 1/30/11



Union Steward

Date: 2-4-11

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