

LABOR AGREEMENT

between

THE CITY OF EDINA

and

INTERNATIONAL BROTHERHOOD

of

ELECTRICAL WORKERS

LOCAL NO. 292



JUNE 1, 2023 to DECEMBER 31, 2025

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LABOR AGREEMENT
BETWEEN
THE CITY OF EDINA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL No. 292

ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Edina hereinafter called the Employer, and Local No. 292, International Brotherhood of Electrical Workers, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation or application of the specific terms and conditions of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

- Facilities Department- Electrician/HVAC

ARTICLE 3 - UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the Union.
- 3.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 4 - 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, other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, 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 6 - EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representatives

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

6.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the 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 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.

6.4 Procedure

Grievances, as defined by Section 6.1, 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 such 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 to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer at Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the “Rules Governing the Arbitration of Grievances” as established by the BMS.

6.5 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 the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, 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 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 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.

6.7 Choice of Remedy

If, as a result of the Employer response in Step 4, 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 5 of Article VI or a procedure such as: Civil Service, Veteran’s Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. The

aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of Article VI or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 6.

ARTICLE 7 - DEFINITIONS

- 7.1 **Union:** The International Brotherhood of Electrical Workers, Local 292
- 7.2 **Employer:** The City of Edina.
- 7.3 **Union Member:** A member of the International Brotherhood of Electrical Workers, Local 292
- 7.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 7.6 **Seniority:** Length of continuous service in any of the job classifications covered by Article 2 – Recognition.
- 7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.
- 7.8 **Overtime:** Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 7.10 **FR/AR:** Flame-resistant / Arc-rated

ARTICLE 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any 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 9 - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal workday for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal workday. The Employer will give seven (7) days' advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.
- 9.3 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. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10 - OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 When employee exceeds fourteen (14) hours continuous service, all hours in excess of fourteen (14) will be paid at twice the base rate.
- 10.6 All overtime work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day, Christmas Eve will be paid two times the regular rate of pay.

ARTICLE 11 - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1½) times the employee's base pay rate. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

ARTICLE 12 - VACATION LEAVE WITH PAY

Vacation will accrue as defined in the City's personnel policies/Employee Handbook.

ARTICLE 13 - SICK LEAVE WITH PAY

- 13.1 Full-time employees shall accrue sick leave, with pay, at the rate of eight (8) hours per month.
- 13.2 Paid sick leave may be used as defined in the City's personnel policies/Employee Handbook.
- 13.3 Employees requesting sick leave shall contact the Employer or the Employer's representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled workday.
- 13.4 Written request for the sick leave to be used for other than personal injury or illness is to be made to the Employer's representative prior to the use of the sick leave or the workday following the employee's return. The Employer reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.
- 13.5 The employee, at the request of the Employer, shall provide proof of their physical ability to perform their normal duties upon their return from sick leave.
- 13.6 **Payment for Unused Sick Leave**

Regular full-time employees who have sick leave benefits and leave the City in good standing after a minimum of five (5) years of full-time employment or who were employed by the City prior to January 1, 2016 and leave 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, (i.e., 1,920 hours of accrued and unused sick leave x 50% = 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 14 - HOLIDAYS

- 14.1 The following legal holidays will be observed as paid holidays:

- | | |
|--------------------------------|------------------------------------|
| • New Year's Day | January 1 st |
| • Martin Luther King Day | 3 rd Monday in January |
| • President's Day | 3 rd Monday in February |
| • Memorial Day | Last Monday in May |
| • Juneteenth..... | June 19 th |

- Independence Day July 4th
- Labor Day 1st Monday in September
- Veteran's Day November 11th
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day 4th Friday in November
- Christmas Eve Day December 24th
- Christmas Day December 25th
- Floating Holiday

14.2 Except for Christmas Eve, when a paid holiday falls on a non-scheduled workday, the regular scheduled workday closest to the holiday shall be observed as the holiday. If Christmas Eve falls on a Friday, Saturday, or Sunday, full-time employees will receive an additional floating holiday in lieu of the Christmas Eve holiday for that year.

ARTICLE 15 - RESIGNATIONS

Any employee wishing to terminate their employment with the Employer in good standing shall file a written resignation with the Employer at least fourteen (14) calendar days prior to the termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the Employer to deny future employment and severance pay to the employee. Unauthorized absence from work for a period of three (3) consecutive working days may be considered by the Employer as a resignation by the employee.

ARTICLE 16 - USE OF CITY EQUIPMENT AND FACILITIES

City tools, kits, equipment and facilities are to be used only for official business unless specifically authorized by the Employer as a condition of the employee's employment.

ARTICLE 17 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

17.1 Employer will provide annual stipend to cover cost of uniforms for each employee. Stipend will be reviewed annually to ensure adequate funds are made available for proper uniforms.

17.2 The Employer shall provide and maintain all protective equipment, to include FR/AR-rated clothing required under the current OSHA, NFPA 70E, State and County Regulations, Employer, or Employer's customer rules or regulations, to include safety equipment and FR/AR-rated clothing.

17.3 The Employer will provide up to Two Hundred Fifty Dollars (\$250) per year per employee for the purchase of safety shoes and Twenty-Five Dollars (\$25.00) for safety glasses not provided in Section 17.1.

ARTICLE 18 - TUITION REIMBURSEMENT

The City will cover the cost of necessary courses/education to maintain required licensure or career development. Courses that fall within regular work hours will be considered hours worked. Employees are also eligible to participate in the City's Tuition Reimbursement program as outlined in the Employee Handbook.

ARTICLE 19 - NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

It is agreed by the City and the Union that both parties shall provide the equal employment opportunities and membership in the Union without regard for race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age or criminal record.

ARTICLE 20 - WAGE RATES

See Job Classifications and Wage Rates in Appendix "A-I".

ARTICLE 21 - LEGAL DEFENSE

21.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.

21.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 22 - RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 23 - DISCIPLINE

23.1 The Employer will discipline employees only for just cause.

23.2 Upon request by the employee, a Union representative shall have the right to be present at any investigatory interview of an employee who is the subject of the investigation.

ARTICLE 24 - SENIORITY

24.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all job-relevant qualification factors are equal.

24.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 25 - PROBATIONARY PERIODS

25.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period.

25.2 All employees will serve a twelve (12) months' probationary period in any job classification in which the employee has not served a probationary period.

25.3 At any time during the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

ARTICLE 26 - SAFETY

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

Employees will wear safety equipment that is provided by the City during applicable situations.

The Employer will provide relevant NFPA 70E training for qualified employees performing energized work.

ARTICLE 27 - JOB POSTING

27.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

27.1.1 have the necessary qualifications to meet the standards of the job vacancy; and

27.1.2 have the ability to perform the duties and responsibilities of the job vacancy.

27.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 25 [PROBATIONARY PERIOD].

27.3 The Employer has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience. Whenever all job relevant qualifications, abilities and experience are equal, then seniority will prevail.

27.4 The Employer may, at its discretion, advertise a job vacancy internally and externally simultaneously.

27.5 All new applicants must be a graduate of a State approved Apprenticeship program and carry a valid State of Minnesota Class A Journey worker or Master License.

27.6 At its discretion Employer will be allowed to participate in JATC Apprenticeship program. Participation in this program will be used to supplement, not replace, current Employees. Participation will follow standards set by JATC under other agreements and Employer will ensure programs required worker ratio between Journeyworker to Apprentices worker. Employer reserves the right to request candidates at various stages of program.

ARTICLE 30 - INSURANCE

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

ARTICLE 31 - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer may choose to 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 ninety (90) working days, charged to the employee's sick leave, vacation, or other accumulated benefits.

Such injury-on-duty pay shall be granted only to employees whose injury claim has been approved by the Worker's Compensation carrier as being incapacitated (unable to work) as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.

The City Manager shall have the discretion to require an injured employee to submit to a medical examination by competent medical authority approved by the City to determine if the employee is capable and qualified to return to any assigned City duties commensurate with their capabilities.

To qualify for such compensation an employee shall comply with all requirements of the Minnesota Workers' Compensation Law.

ARTICLE 32 - WAIVER

32.1 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.

32.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions 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 in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 33 - DURATION

This Agreement shall be effective June 1, 2023, and shall remain in full force and effect until the 31st day of December 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 3rd day of January 2024.

FOR THE CITY OF EDINA:

Scott Neal, City Manager

Kelly Curtin, HR Director

**FOR THE INT'L BROTHERHOOD
ELECTRICAL WORKERS
LOCAL NO. 292:**

Jeffrey J. Heimerl, Business Manager

David Frary, Business Agent

Keith Rischmiller, Steward

Jaren Schmieg, Steward

Terry Klapperick, Steward

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CITY OF EDINA

APPENDIX A-I

WAGES

Wage rates for June 2023 through December 2025:

Electricians/HVAC	June 1, 2023	January 1, 2024 (3%)	January 1, 2025 (3.5%)
Hourly Wage	\$51.50	\$53.05	\$54.90

MEMORANDUM OF AGREEMENT
Between the City of Edina and
International Brotherhood of Electrical Workers (IBEW)
Local Union Number 292
(Terry Klapperick Compensation)

The City of Edina ("City") and the International Brotherhood of Electrical Workers (IBEW) Local Union Number are parties to a collective bargaining agreement (the cba) effective June 2023 and continuing through December 31, 2025;

The bargaining unit at issue consists of employees in the classification of Facilities Department- Electrician/HVAC;

The bargaining unit has one incumbent employee, Terry Klapperick, (hereinafter the Employee), in this classification who does not meet the existing minimum requirements of the classification and does not perform the full duties of the classification but has significant individual experience in performing work for the City;

The parties recognize that, upon this Employee retiring or otherwise separating from service with the City, the City retains the management right to determine whether the position will be abolished, modified or become a position filled by an individual who meets the requirements and performs all the duties of the Facilities Department- Electrician/HVAC;

Accordingly, the parties agree that,

1. In recognition of this limited continuation of the Employee's employment with the City in his current role, the City agrees to continue payment of the Employee at a rate consistent with that applicable to employees in the Facilities Department- Electrician/HVAC classification for the lesser period of:
1) the stated end date of the collective bargaining agreement; or 2) the Employee's employment with the City in his current capacity; and
2. Upon the earlier of the stated end date of the collective bargaining agreement; or 2) the Employee's employment with the City in his current capacity, the City retains its full management right to determine whether to abolish, modify, continue or require that the position meet the requirements and perform all the duties of the Facilities Department- Electrician/HVAC
3. This Memorandum may be extended upon the mutual written consent of the parties. Such extension must be in writing.

By entering into this Memorandum of Agreement, the parties are addressing a unique issue related to the continued employment and pay of one individual. Accordingly, by entering into this Memorandum of Agreement, the City is not waiving or limiting any management rights and the Union is not waiving or limiting any right to negotiate over wages and terms and conditions of employment. Further the parties specifically agree that this Agreement and resulting application will not establish any precedent, may not be utilized as an aid to interpret language in the collective bargaining agreement or operate as evidence of past practice.

For the City of Edina:

For IBEW Local Union #292

Kelly Curtin, HR Director

David Frary, Business Agent

Dated: _____

Dated: _____

CITY OF EDINA

MEMORANDUM OF UNDERSTANDING Health Care Savings Plan

The following Agreement addresses member participation in the City's Health Care Savings Plan.

The City of Edina and the International Brotherhood of Electrical Workers, Local 292, agree that members will participate in the City's current Health Care Savings Plan outlined as follows:

1. Effective April 1, 2003, this program applies to all regular full-time employees.
2. Employees with less than five years of service do not participate in the HCSP.
3. For all employees with more than five years of service, participation in the HCSP is mandatory.
4. Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute the entire sick leave portion of their severance to the HCSP account up to a maximum of 960 hours.
5. Employees eligible to receive six weeks' severance pay at termination instead of payment for sick leave must contribute the entire six weeks' severance payment to their HCSP account.

This Memorandum will remain in effect from June 1, 2023, through December 31, 2025. As of January 1, 2026, this Memo may be extended, modified, or eliminated at either party's request.

For the City of Edina

For IBEW Local Union #292

Kelly Curtin, HR Director

David Frary, Business Agent

Dated _____

Dated _____