

LABOR AGREEMENT

BETWEEN

**POLICE OFFICERS
(LELS LOCAL #27)**

AND

THE CITY OF GOLDEN VALLEY

2016 – 2018

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LABOR AGREEMENT

LELS POLICE OFFICER For 2016 - 2018

This Agreement dated June 21, 2016 is made and entered into by and between the City of Golden Valley, hereinafter referred to as the "Employer" and Local #27 of Law Enforcement Labor Services, Inc., hereinafter referred to as the "Union."

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the meaning given to them.

EMPLOYER:	City of Golden Valley or its representative
UNION:	Local #27 of Law Enforcement Labor Services, Inc.
EMPLOYEE:	A member of the exclusively recognized bargaining unit
OFFICER:	Officer elected or appointed by the Union
MEMBER:	A member of LELS Local #27 in the bargaining unit to which this contract applies

ARTICLE 1. Purpose of Agreement.

This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees and the Union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment. 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.

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03, Subdivision 14, for all employees of the Golden Valley Public Safety Department bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative dated August 24, 1978, case #77-PR-866-A.

Section 2. In the event that 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 for determination.

ARTICLE 3. Employer Authority.

Section 1. It is recognized and accepted by the Union and Employer that the management, direction and control of the Police Department and its personnel are exclusively the function of the Employer. The exercise of the City's management rights shall take place "without hindrance or interference by the Union", except as limited by the terms of this Agreement. City's management rights include, but shall under no circumstances be construed to be limited to, the right to:

- a. Manage the operation through the selection and direction of the work force, including the right to hire and promote, transfer Employees to positions, departments and classifications both covered and not covered by this Agreement, except that no Employee shall be transferred out of the Bargaining Unit as a disciplinary action.
- b. Lay off Employees.
- c. Demote, suspend, discipline or discharge Employees.
- d. Make such operating changes as deemed necessary by the Employer for the efficient, economical operation of the City, including but not limited to the right to sub-contract work performed by members of the Bargaining Unit, to change the normal work week, the length of the normal work day, hours of work, the beginning or ending time of each shift or assignment and the number of shifts to be operated.
- e. Determine the organizational structure, number of personnel and the assignment of duties, including the right to increase, decrease or change duties.
- f. Establish functions, programs, its overall budget and the utilization of technology.
- g. Promulgate work rules and regulations.

Section 2. Any specifically enumerated management right not limited by the terms of this Agreement shall not be eligible to be grieved by the Union.

Section 3. Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish or eliminate.

ARTICLE 4. Union Security.

Section 1. A. The Employer agrees to cooperate with the Union in the deduction of regular monthly dues, for those Employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be determined by the Union and Employer.

B. 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 provisions of Paragraph A of this Section.

Section 2. The Union may designate members to act as stewards or officers and shall inform the Employer of such choice and of any changes in stewards or officers in writing.

Section 3. The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the department.

Section 4. The Employer agrees to allow the officers and representatives of the Bargaining Unit reasonable time off and leaves of absence, with prior approval and without pay for the purpose of conducting Union business when such time would not be detrimental to the work programs of the Employer.

Section 5. The Employer agrees to post on the department bulletin board all promotional opportunities within the Bargaining Unit; to publish the method by which promotions shall be made within the Bargaining Unit; and to make copies of all work rules and regulations available to Employees.

ARTICLE 5. Employer Security.

Section 1. Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

Section 2. Any Employee who engages in a strike may have their appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee.

ARTICLE 6. Equal Application.

Section 1. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to race, color, creed, sex, national origin, religion, political affiliation or marital status. The Union and the Employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

Section 2. The Employer shall not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in the administration of the Agreement because of non-membership in the Union.

Section 3. The Union accepts its responsibilities as exclusive representative and agrees to represent all Employees in the Bargaining Unit without discrimination.

ARTICLE 7. Savings.

Section 1. This Agreement is subject to the laws of the United States and the State of Minnesota.

Section 2. In the event that any provision of this Agreement shall be held to the contrary of 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 upon written request of either party.

ARTICLE 8. Grievance Procedure.

Section 1. A. For the purpose of this Agreement, the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement.

B. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievances in the manner prescribed by this Agreement.

C. It is recognized and accepted by the Union and the Employer that the processing of grievances, as herein provided, is limited by the job duties and responsibilities of the Employee 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 prior approval from the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 2. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure and all references to days in Steps 1-4 are calendar days:

Step 1. An Employee who feels that the City has misinterpreted or misapplied any section of the Agreement in dealing with that Employee, should discuss their claim with the Employee's immediate supervisor. This should be done within twenty-one (21) calendar days from the occurrence of the believed violation or from when the Employee became aware of it. The Employee should complete the grievance notice sheet and submit it to the supervisor at the time of the discussion with the supervisor. The supervisor will respond, in writing, within fourteen (14) days from the date the grievance sheet was received. Every effort shall be made to settle the grievance at this step. Nothing shall prevent an Employee from seeking guidance from LELS at this step.

Step 2. If the dispute is not solved at Step 1 between the Employee and the supervisor, then the Employee should meet with LELS and the dispute should be put in writing, stating the nature of the grievance, the name or names of the Employees involved, the provisions of the Agreement believed violated and the remedy requested. This shall be submitted to the Employer-designated Step 2 Representative within ten (10) calendar days of the Step 1 written response. The Step 2 Representative shall render an answer, in writing, within ten (10) days of the receipt of the Step 2 submittal and the answer shall be transmitted to the Employee and LELS.

Step 3. If the dispute is not solved by the Step 2 process, the written grievance with the information required in Step 2, shall be presented to the Employer-designated Step 3 Representative. This shall be submitted within ten (10) days of receipt of the Step 2 answer. The Step 3 Employer-designated Representative shall render a written answer within ten (10) days from receipt of the Step 3 grievance and the answer shall be transmitted to the Employee and LELS. Where no Employer Step 3 Representative is appointed, the grievance shall progress from Step 3 to Step 4.

Step 4. If the dispute is not solved by the Step 3 process, the written grievance with the information required in Step 3, shall be

presented to the Employer-designated Step 4 Representative. This shall be submitted within ten (10) days from receipt of the Step 4 grievance and the answer shall be transmitted to the Employee and LELS.

Step 5. A grievance unresolved in Step 4 may be appealed by the Employee and LELS to Step 5. Notification of intent to appeal to Step 5 shall be made within ten (10) days of receipt of Employer's Step 4 answer. A Step 5 grievance shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Bureau of Mediation Services.

Section 3. A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without 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 arbitrator shall consider and decide only the specific issue or issues submitted to him by the parties of this Agreement and shall have no authority to make a decision on any other matter not submitted to him, and the decision shall be binding on both the Employer and the Union.

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 their own representative and witnesses. If either party desires a verbatim record of the proceedings, they may cause such a record to be made providing they pay for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 4. 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 specific 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.

Section 5. Choice of Remedy. If, as a result of the written Employer response in Step 4, the grievance remains unresolved, the grievance may be appealed either to Step 5 of Article 8 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article 8 the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 8. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 5 of Article 8 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 8.

ARTICLE 9. Safety.

It shall be the policy of the employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices and the prevention of accidents are a continuing and integral part of its every day responsibility. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of vehicles, equipment and all safety devices in accordance with recognized safety procedures. It shall be the responsibility of the employer to maintain all employer-owned equipment in a safe and workable order, repairing or replacing as needed.

ARTICLE 10. Working Out of Classification.

A Patrol Officer assigned as Officer in Charge will receive .75 hour of straight time pay or .75 hour accrued time for each four (4) hour period so worked. A Detective assigned as Officer in Charge for a period of four (4) or more consecutive hours will receive .75 hour of straight time pay or .75 hour accrued time for each four (4) hour period so worked.

ARTICLE 11. Seniority.

Section 1. Definition. Seniority shall mean an Employee's length of service with the Department since their last date of hire. An Employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death or leave of absence without pay. For the purposes of this Agreement, time off due to disciplinary action will not be counted as Leave of Absence Without Pay. The Union shall prepare a seniority list to be submitted to the Employer for approval and posting. When two or more Employees have the same seniority date, their position on the seniority list shall be determined by their position on the Civil Service list when hired.

Section 2. Lay Offs. When a reduction in the work force becomes necessary, the Employee with the least seniority shall be laid off first. The last Employee laid off shall be the first to be recalled for work. No new employees

shall be hired until the lay-off list has been exhausted. If a reduction in the number of sergeants becomes necessary, the sergeant with the least time in grade shall be permitted to bump back into a patrol officer's position with less departmental seniority.

Section 3. Probationary Employees. 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 Employee may be returned to their previous position at the sole discretion of the Employer. The probationary period shall be one (1) year for promoted Employees and one (1) year for new Employees from date of hire or completion of basic recruit school if completed while on City payroll.

ARTICLE 12. Discipline.

Section 1. The Employer will discipline for cause only. Discipline will be one or more of the following forms:

- a. oral reprimand
- b. written reprimand
- c. suspension
- d. demotion, or
- e. discharge

Section 2. An Employee who is to be suspended, demoted or discharged, shall receive a written statement of cause of the suspension, demotion or discharge within 72 hours after the action has been taken. Suspension will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The Union shall be provided with a copy of such notice.

Section 3. Written reprimands, notices of suspension or demotion 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. Such signature shall not be an admission of guilt but only an acknowledgment of receipt and the Employee shall have the opportunity to attach a response to the reprimand or notice to the copy in the Employee's personnel file. The Employee will receive a copy of such reprimands and/or notices. Written reprimands will be purged from the Employee's personnel file and be of no effect 18 months after the date on which Employee acknowledged the reprimand.

Section 4.

A. Employees shall have the opportunity to request to have a representative present when a Garrity Warning is given prior to being questioned regarding a possible disciplinary action, or when the employee feels a non-Garrity discussion with a supervisor may lead to discipline. In the case of a non-Garrity discussion, if a representative is requested but cannot appear within two (2) hours, questioning may proceed.

Section 5. Employees may not be suspended without pay for more than sixty (60) working days in any calendar year. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 6. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Union representatives may, upon invitation of the Employee, also examine the personnel files.

Section 7. Grievances relating to this Article may be initiated by the Union in Step 4 of the grievance procedure.

ARTICLE 13. Work Schedules.

Section 1. Sole authority in establishing work schedules is the Employer. The normal work year shall consist of 2,080 hours to be accounted for by each Employee through schedule of hours worked, holidays, roll call, training and vacations. 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. All regularly scheduled hours worked over 2,080 in a 52 weeks calendar year (except as provided in Article 24) shall be compensated as overtime pursuant to Article 17.

Section 2. Split shifts shall not be scheduled except by mutual agreement of City and affected Employees.

Section 3. Changes in the format of duty schedules shall be posted two weeks in advance.

ARTICLE 14. Court Time.

Section 1. An Employee who is scheduled to appear in court during their off-duty time shall receive a minimum of four (4) hours straight time pay or pay at 1 1/2 times the Employee's pay rate for the actual number of hours spent in court, whichever is greater. An extension or early report to a regularly scheduled shift does not qualify the Employee for the minimum. When an Employee is notified of a cancellation of a court appearance less than 24 hours before the scheduled appearance, four (4) hours of straight time shall be paid. When an Employee is notified of a cancellation of a court appearance more than 24 hours prior to the scheduled appearance, no court time shall be authorized.

Section 2. The City shall make reimbursements for necessary parking fees incurred when appearances in Court are required.

ARTICLE 15. Call Back.

An employee called back to work outside of their regularly scheduled shift shall be paid for a minimum of three (3) hours at 1.5 times their regular base rate of pay. However, nothing in this Section shall be construed to prevent a supervisor from requiring an Employee to report early to their shift which shall be compensated at straight time provided that the total hours worked on the early report do not exceed that which is scheduled normally. Call back starts from receipt of order to return.

ARTICLE 16. Standby.

Employees specifically required by the Employer to stand by shall be paid for such standby time at the rate of one hour regular pay for each hour of standby, with a minimum of two (2) hours of pay.

ARTICLE 17. Overtime.

Section 1. Overtime shall be worked only at the specific authorization of the Employee's supervisor. The Employer has the right to require reasonable assignments of overtime work and such assignments shall be performed by the Employee except as otherwise provided in this Agreement. Employees shall be compensated at 1.5 times the employee's base rate of pay for hours worked beyond the Employee's regularly scheduled work shift. Changes in shifts do not qualify the Employee for overtime. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice. Overtime shall be calculated to the nearest 1/10 of an hour.

Section 2. Employees earning overtime shall, at the end of each payroll period inform their supervisor whether they wish to take the overtime hours in pay or time off (referred hereto as accrued time); shall receive one and one-half (1 1/2) hours off for each overtime hour worked. Accrued time shall be taken in the same manner as vacation time. Employees shall be allowed up to a maximum of sixty (60) hours of accrued time. Voluntary overtime may be taken off as accrued time only with Employer approval.

ARTICLE 18. Sick Leave.

Each permanent full-time Employee shall be granted eight (8) hours sick leave with pay for each month of full-time employment and will be allowed to accrue credit for earned sick leave to a total of eight hundred (800) hours. For every day of sick leave an Employee earns after accumulating eight hundred hours, they will be given credit for four (4) hours additional vacation and four (4) hours of pay. Sick leave may not be used during the first six (6) months of employment, but will be credited for use following the first six (6) months of employment. Sick leave shall not be considered as a privilege which an Employee may use at their discretion, but shall be allowed in the case of actual illness, legal quarantine or disability of the Employee, or because of death or critical illness in their

immediate family, or to receive dental or medical care or other sickness preventative measures or because of illness or injury in the employee's immediate family in accordance with Minnesota Statutes 181.9413. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized above, or if more than two days, that they have been under treatment and supervision of a doctor or dentist who recommended work not be performed.

If Employee has been incapacitated for the period of their absence or a major part thereof, they may be required to provide evidence that they are again physically able to perform their duties. Sick leave shall be computed on a working day basis when used.

In the event an Employee is being treated by a physician and a return to work form is required and the City elects to have a second opinion, the Employee will be placed on Administrative leave in the interim.

Sick leave is intended as a benefit primarily to the Employee themselves and as a protection or insurance of earning power. While it is permitted due to death or critical illness in the immediate family, it is intended to be available on a restricted basis and in limited amounts for this purpose. For discretionary attendance on family illness or medical needs, vacation or leave of absence should be used. All provisions and definitions of the Family and Medical Leave Act are incorporated into this sick leave provision.

Employees hired under the PTO plan are subject to the provisions under Article 24.

ARTICLE 19. Termination Pay.

Termination removes job rights and benefits and rehire status benefits as with a new Employee. Settlement of all benefits for the Employees who have been laid off, retired, or whose actions were not a factor in their termination shall be made at termination as follows: Upon termination of service and after completion of five years of continuous service to the City as a full-time permanent Employee, an Employee shall be entitled to receive in pay 1/3 of unused sick leave in addition to accrued annual leave. Also, after 10 years of service or PERA certifiable disability which results in termination of employment, such Employees shall receive one days' pay for each full year of service to the City. In the event of death, payment shall be made to the survivor.

ARTICLE 20. Leaves of Absence.

Section 1. Jury Duty. Employees called for jury duty shall suffer no loss in their normal salary. Employees claiming jury duty pay shall sign over all jury duty fees to the Employer.

Section 2. Military Reserve. Employees serving in the military reserve shall suffer no loss in their normal salary to the extent provided by Minnesota Law.

Section 3. Illness or Injury. A leave of absence without pay may be granted by the City Manager for up to 90 days for extended illness or personal hardship if such absence would not be detrimental to the Employer's work program. The Employee shall not be entitled to accrue leave or seniority while on a leave of absence without pay granted pursuant to this section.

Section 4. Maternity/Paternity. After employees have worked for the City for one year, they are eligible for up to 12 weeks leave for the birth or adoption of a child or placement of a foster child. To care for a newborn or adopted child, employees must first use available sick leave, vacation leave, or accrued time at the employee's option.

If you wish to take a 12-week leave but have fewer than 12 weeks of paid leave available, you may take the remainder of the leave unpaid. All paid accrued leave must be used before employees are eligible for unpaid leave. Leave to care for a newborn, adopted, or recently placed foster child must be taken in consecutive weeks and must be taken within 12 months of the child's birth or placement.

Section 5. Military. Employees shall be granted unpaid military leaves consistent with applicable Minnesota Statutes. Requests shall be made in writing to the City Manager.

ARTICLE 21. Funeral Leave

Up to five (5) days leave with pay without deduction from sick leave and/or PTO shall be granted to death of spouse or child. Up to three (3) days sick leave and or PTO where applicable shall be granted for death in the immediate family or person residing as a member of the employee's immediate household and up to one day in the case of death in the next degree of kindred.

Immediate family includes any person having the following relationship to an employee or a living or deceased spouse:

- stepchild
- parent
- mother-in-law/father-in-law
- sister/brother
- sister-in-law/brother-in-law
- son-in-law/daughter-in-law
- grandparents
- grandparents-in-law

- grandchildren
- stepparents and/or legal guardians.

ARTICLE 22. Vacation Leave.

Section 1. Employees shall be entitled to a paid vacation based upon service in the prior years. Annual leave shall be earned as follows:

Date of Hire until completion of 5 years	2 weeks
5 years until completion of 10 years	3 weeks
11 years	3 weeks plus 1 day
12 years	3 weeks plus 2 days
13 years	3 weeks plus 3 days
14 years	3 weeks plus 4 days
15 years	4 weeks
16 years	4 weeks plus 1 day
17 years	4 weeks plus 2 days
18 years	4 weeks plus 3 days
19 years	4 weeks plus 4 days
20 years and above	5 weeks

No annual leave shall be granted during the initial six months of employment. But if an Employee satisfactorily completes the six month period, annual leave accrued during the initial six month period will be granted.

Section 2. Vacation periods shall be selected on a seniority basis within the bargaining unit. Prior to June 1 vacations will be selected on a seniority basis. After June 1, vacation periods shall be selected as available without seniority privilege. Arrangements for taking vacation time must be arranged in advance with the supervisor in charge of the work schedule. Vacations will, so far as possible, be granted at times most desired by the Employee except that the Employer shall have the final right to allot vacations in order to ensure the orderly operation of the City.

Section 3. Employees shall be permitted to carry over double their current accumulation from one calendar year to the next.

Section 4. Employees may request additional time off without pay up to a maximum of one year in a five year period. Such requests shall be made in writing and are subject to the approval of the City Manager.

Section 5. Employees hired under the PTO plan are subject to the provisions under Article 24.

ARTICLE 23. Holidays.

Work schedules for Employees are made up without regard for weekends and holidays. In view of this fact, each Employee is granted 12 additional days leave each year in lieu of holidays. Holiday leave is added to vacation leave on a pro rata basis each pay period and shall be credited whether or not the Employee is scheduled to work on a holiday.

These days must be taken during the year earned, except Christmas which may be carried over to the following year.

Work on January 1, Martin Luther King Day, Presidents' Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day, will be compensated at the rate of time and one-half (1 1/2) the Employee's regular rate of pay for all hours worked on these holidays plus holiday time.

ARTICLE 24. Paid Time Off (PTO)

Employees hired after January 1, 2009 shall participate in the City's Paid-time off plan. Paid-time off is based upon service in the prior years and shall be earned as follows:

Years	# of 8 hour days	PTO hours per pay period	Holiday hours accrued per pay period	PTO+Holiday Total hours accrued per pay period	Maximum Accrual In hours
0-5	17	5.23	3.69	8.92	348
over 5	22	6.77	3.69	10.46	408
over 11	23	7.08	3.69	10.77	420
over 12	24	7.38	3.69	11.07	432
over 13	25	7.69	3.69	11.38	444
over 14	26	8.00	3.69	11.69	456
over 15	27	8.31	3.69	12.00	468
over 16	28	8.62	3.69	12.31	480
over 17	29	8.92	3.69	12.61	492
over 18	30	9.23	3.69	12.92	504
over 19	31	9.54	3.69	13.23	516
over 20	32	9.85	3.69	13.54	528

No paid time off shall be granted during the initial six months of employment. But if an Employee satisfactorily completes the six month period, annual PTO accrued during the initial six month period will be granted.

Section 2. Paid time off shall be selected on a seniority basis within the bargaining unit. Prior to June 1 paid time off will be selected on a seniority basis in accordance with Section 22.2. After June 1, paid-time off periods shall be

selected as available without seniority privilege. Arrangements for taking PTO must be arranged in advance with the supervisor in charge of the work schedule. PTO will, so far as possible, be granted at times most desired by the Employee except that the Employer shall have the final right to allot PTO in order to ensure the orderly operation of the City. Paid time off shall be used in quarter hour increments.

Section 3. Employees shall be permitted to accrue to the maximum hours as designated above, equivalent to 1.5X their current annual PTO accumulation plus holidays.

Section 4. Employees may request additional time off without pay up to a maximum of one year in a five year period. Such requests shall be made in writing and are subject to the approval of the City Manager.

ARTICLE 25. 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 Employer's regular pay and Worker's Compensation insurance payments for a period not to exceed one hundred twenty (120) working days per injury, not charged to the Employee's vacation, sick leave, PTO or other accumulated paid benefits, after a three (3) working days initial waiting period per injury. The three (3) working days waiting period shall be charged to the Employee's sick leave or PTO account less Worker's Compensation insurance payments.

ARTICLE 26. Training and Department Meetings.

The City will pay for ongoing Post Board licensing required of each officer. Training and meetings beyond 2080 hours in the work year will be compensated at 1.5 times the employee's base rate of pay consistent with Article 17 of this Agreement. Travel time will be paid in accordance with FLSA definitions of compensable time.

ARTICLE 27. Field Training Officer Compensation.

Employees working as Field Training Officers shall receive .66 hour of straight time pay or .66 hour accrued time for each 4 hour period so worked. This is inclusive of a daily FTO training assignment and/or the initial training (such as firearms and use of force) conducted upon hire of a new officer.

ARTICLE 28. Qualifications for Continuing Employment.

Any Employee deprived of their state license to act as a police officer shall be suspended without pay during that period.

ARTICLE 29. Personal Liability Insurance.

The City will maintain current personal injury liability insurance coverage throughout the duration of the contract. The Employer shall furnish legal counsel to defend any police officer in all actions brought against such officer to recover damages for alleged false arrest or alleged injury to persons, property, or character, when such alleged false arrest or alleged injury to person, property, or character was the result of an arrest made by such officer in good faith and in the performance of their official duties and pay reasonable costs and expenses of defending such suit, including witness fees and reasonable counsel fees.

ARTICLE 30. Educational Reimbursement.

The City will reimburse 100% of the Employee expenses per calendar year, up to the non-taxable IRS maximum, for tuition, fees and books required for job-related educational courses upon completion of the course provided that:

1. The course has received prior approval of the Employee's department head and the City Manager.
2. The Employee attain a grade of "C" or better and is so certified to the City.
3. The Employee's attendance at course sessions is satisfactory.
4. No other reimbursement is claimed or applied for from another agency or source.

All other non-related course work will be reimbursed at a rate of 50%, with an annual cap of \$500.

ARTICLE 31. Part Time Work.

The Employer shall contract with all businesses or individuals required to employ the services of police officers. The officers shall be compensated for such services in the amount prescribed by other sections of this Agreement. Overtime resulting from such contracts shall be distributed as equally as practicable in a voluntary manner.

ARTICLE 32. Administrative Leave/Light Duty

The City recognizes that from time to time, as a result of traumatic incidents happening on the job, Police Officers may experience stress reactions or other emotional problems that impact their ability to work efficiently and effectively. In light of the foregoing, the City's decision to grant administrative leave or light duty will be based on the following criteria:

1. That the Police Officer is referred to a psychologist or other qualified mental health professional by the Police Chief. Self referral with the concurrence of the department head will be deemed to be referral by the City.

2. The cost of any evaluation recommended by the Department will be borne by the City and the time spent by the officer undergoing the evaluation will be considered duty time.

3. Administrative leave/light duty shall be granted based on the recommendation of the Evaluator and a finding that the need for administrative leave/light duty is reasonably related to an incident occurring in the course and scope of the Officer's employment with the City.

4. The Police Chief will be advised of all findings and recommendations of the Evaluator, excluding any background material that led to the finding and recommendation.

5. Any administrative leave/light duty granted will be for the purpose of obtaining treatment and/or counseling or participating in other activities prescribed by medical/mental health Evaluator.

6. Light duty or other assignment, consistent with medical recommendations may be granted. Persons on special assignment or light duty shall not be eligible for any special assignment pay unless they were so assigned at the time administrative leave or light duty was granted.

7. Treatment for drug and alcohol rehabilitation is specifically excluded from consideration for administrative leave.

ARTICLE 33. Salaries and Benefits.

Section 1. Salary - Patrol Officer:

	START	6 MO.	9 MO.	1 YEAR	2 YEAR	3 YEAR
01-01-16	\$4,184.19	\$4,463.54	\$4,652.20	\$5,115.45	\$5,736.30	\$6,354.76
01-01-17	\$4,288.79	\$4,575.13	\$4,768.51	\$5,243.34	\$5,879.71	\$6,513.63
01-01-18	\$4,396.01	\$4,689.51	\$4,887.72	\$5,374.42	\$6,026.70	\$6,676.47

The City reserves the right to start Employees at levels beyond the starting salary and to advance Employees through the steps faster than indicated.

Section 2. Incentives. Employees are to choose between educational incentive and longevity track each January 1. Employees shall receive the greater of the two following incentives, but not both simultaneously:

Longevity.

Over 3.99 years of continuous employment, each EMPLOYEE shall be paid supplementary pay of three percent (3%) of the base rate.

Over 7.99 years of continuous employment each EMPLOYEE shall be paid supplementary pay of five percent (5%) of the base rate.

Over 11.99 years of continuous employment each EMPLOYEE shall be paid supplementary pay of seven percent (7%) of the base rate.

Over 15.99 years of continuous employment each EMPLOYEE shall be paid supplementary pay of nine (9%) of the base rate.

Educational Incentive. \$1.00 per credit in blocks of 10 credits to a maximum of \$200.00. For the educational incentive pay, credits must be approved by the City, but previously approved credits will count, and an AA law enforcement degree will count the full 90 credits, a BA will count the full 180 credits, etc.

Section 3. Insurance. City will provide a flat contribution of \$1,312 per month for insurance for 2016 which includes \$20 per month for those who successfully participated in the wellness initiative in 2015.

City will provide a flat contribution of a dollar amount per month in 2017 and 2018 for insurance, the amount of increase or decrease is equal to 50% of the increase or decrease in the "Family" premium of the City's designated base plan. The flat contribution includes \$20 per month for those who successfully participate in the wellness initiative in the prior calendar year. Insurance must be purchased from a City approved vendor and be a City authorized plan. The City shall contribute towards insurance through the end of the month in which termination occurs. The City will provide Long Term Disability Insurance for the bargaining unit.

Section 4. Uniform Allowance. City will provide all necessary uniforms and equipment. In lieu of a yearly uniform allowance, employees in any of the enumerated non-uniform special assignments or promoted positions as assigned by the Chief under this Article, Sections 5, 6 and 7 shall be paid 1% added to their regular base rate of pay for the duration of the assignment or promotion. Employees in non-uniform special assignments and promoted positions are responsible for providing their own appropriate, professional clothing, footwear and attire as determined by the Chief or his/her designee.

The City will agree to repair or replace where necessary, holsters worn in the line of duty for the City. Replacement and repair of individually-owned weapons will be reviewed and decided by the City Manager on a case by case basis.

Section 5. Promotions. Officers who are promoted to the following classifications shall receive an amount equal to 5% of top patrol base pay as additional compensation: Detective, and other classifications that are mutually agreed upon. After 12 consecutive months in one of these classifications, the officer shall be considered to have completed their probationary period in that classification.

Section 6. Special Assignments. The Police Chief may appoint patrol officers into special assignments in the Investigation Division for the purposes of career development, for a period of anytime between twenty-four (24) and sixty (60) months. Officers so assigned shall receive five percent (5%) additional compensation and shall be considered to be in a probationary period throughout the assignment period.

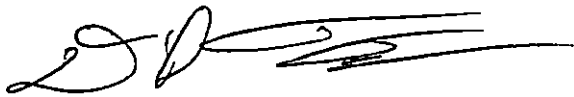
Section 7. Other Assignments. The Police Chief may assign patrol officers to other types of special assignments as they arise. The duration and specific details of the assignment will be determined by mutual agreement of the officer receiving the assignment, the Union and the City.

ARTICLE 34. Duration.

The term of this Agreement shall be from January 1, 2016 to December 31, 2018.

LAW ENFORCEMENT LABOR SERVICES

CITY OF GOLDEN VALLEY



Representing Negotiating Committee



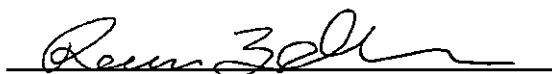
Shepard M. Harris, Mayor



Representing Negotiating Committee



Timothy J. Gruikshank, City Manager



For Law Enforcement Labor Services, Inc.