

**LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF APPLE VALLEY**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**LOCAL NO. 71**

**JANUARY 1, 2022 - DECEMBER 31, 2023**

**TABLE OF CONTENTS**  
**(Numerical Order)**

<b>ARTICLE</b>	<b>TITLE</b>	<b>Page</b>
1	Purpose of Agreement	1
2	Recognition	1
3	Definitions	1
4	Employer Security	2
5	Employer Authority	2
6	Union Security	3
7	Employee Rights-Grievance Procedure	4
8	Seniority	5
9	Discipline	5
10	Shift Bidding	5
11	Work Hours	6
12	Overtime	6
13	Working Out Of Classification	7
14	Assigned Training	7
15	Annual Leave	7
16	Holiday Leave	8
17	Planned Annual Leave and Holiday Leave Selection	9
18	Bereavement Leave	10
19	Jury Leave	10
20	Military Leave	10
21	Injured On Duty	10
22	Insurance	10
23	Uniforms	11
24	Monthly Salaries	11
25	Continuing Employment Qualifications	11
26	Savings Clause	12
27	Waiver	12
28	Expense Reimbursement	12
29	P.O.S.T. Training	12
30	Civil Court	12
31	Drug and/or Alcohol Testing	13
32	Duration	18
33	Health Care Savings Plan	18
34	Post Employment Health Reimbursement Arrangement	19
35	Resignation	20
36	Wellness	20
37	Retention Payment	20
	Signatures	21
Appendix A	Base Pay Scale	22
	Detective	22
	School Resource Officer	22
	Canine Handler	22

**TABLE OF CONTENTS**  
**(Alphabetical Order)**

<b>Article</b>	<b>Number</b>	<b>Page</b>
Annual Leave	15	7
Assigned Training	14	7
Base Pay Scale	Appendix A	22
Bereavement Leave	18	10
Canine Handler	Appendix A	22
Civil Court	30	12
Continuing Employment Qualifications	25	11
Definitions	3	1
Detective	Appendix A	22
Discipline	9	5
Drug and/or Alcohol Testing	31	13
Duration	32	18
Employee Rights-Grievance Procedure	7	4
Employer Authority	5	2
Employer Security	4	2
Expense Reimbursement	28	12
Health Care Savings Plan	33	18
Holiday Leave	16	8
Injured On Duty	21	10
Insurance	22	10
Jury Leave	19	10
Military Leave	20	10
Monthly Salaries	24	11
Overtime	12	6
Planned Annual Leave/Holiday Leave	17	9
P.O.S.T. Training	29	12
PEHRA	34	19
Purpose of Agreement	1	1
Recognition	2	1
Resignation	35	20
Retention Payment	37	20
Savings Clause	26	12
School Resource Officer	Appendix A	22
Seniority	8	5
Shift Bidding	10	5
Signatures		21
Union Security	6	3
Uniforms	23	11
Waiver	27	12
Wellness	36	20
Work Hours	11	6
Working Out of Classification	13	7

**MASTER LABOR AGREEMENT  
BETWEEN  
THE CITY OF APPLE VALLEY  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.**

**2022 - 2023**

**ARTICLE 1  
PURPOSE OF AGREEMENT**

- 1.1 This agreement is entered into as of January 1, 2022, between the City of Apple Valley, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called LELS.
- 1.2 It is the intent and purpose of this agreement to:
- a. Establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application; and,
  - b. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

**ARTICLE 2  
RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, for all police personnel in the following described unit: "All peace officers subject to licensure employed by the Apple Valley Police Department, Apple Valley, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory and confidential Employees."
- 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 3  
DEFINITIONS**

- 3.1 **Union:** Law Enforcement Labor Services, Inc. (LELS).
- 3.2 **Union Member:** A member of Law Enforcement Labor Services, Inc., Local 71
- 3.3 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.4 **Department:** The Apple Valley Police Department.
- 3.5 **Employer:** The City of Apple Valley.
- 3.6 **Chief:** The Chief of the Apple Valley Police Department.
- 3.7 **Union Officer:** Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 **Overtime:** Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 **Scheduled Shift:** A work period including rest breaks and a meal break.
- 3.10 **Rest Break:** Periods during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.

- 3.11 **Meal Break:** A period during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.12 **Employee's Base Pay Rate:** Regular earning rate per hour determined by multiplying the current monthly salary by 12 and dividing the result by 2080 annual hours.
- 3.13 **Immediate Family:** spouse, parent (including stepparent or legal guardian), child (including stepchild/foster child, sibling (including stepsibling), grandparent, grandchild, aunt/uncle, parent-in-law, grandparent-in-law, brother/sister-in-law, and son/daughter-in-law, or other immediate family member approved by the department head or designee.
- 3.14 **Probationary Period:** A period of time commencing on the date employment commences and ending one year from that date.
- 3.15 **Promotion:** Any change in job classification which results in an increase in pay.
- 3.16 **Full-Time Employment:** An Employee whose hours in a calendar year meets the hour requirements of Article 11 of this agreement has full-time employment.
- 3.17 **Part-Time Employment:** An Employee who works more than an averaged 20 hour work week in a calendar year, but less than the hour requirements of Article 11 of this agreement has part-time employment.
- 3.18 **Full Benefits:** Employees who work an averaged 35 hour work week or more in a calendar year shall receive full benefits as listed in this agreement for full-time employment.
- 3.19 **Pro Rata Benefits:** Employees who work an averaged 20 but less than an averaged 35 hour work week shall receive pro rata benefits of full benefits as listed in this agreement for full-time employment.
- 3.20 **Detective:** An Employee specifically assigned by the Employer to the job position of rotating or non-rotating detective.
- 3.21 **School Resource Officer:** An Employee specifically assigned by the Employer to the position of School Resource Officer performing assigned duties primarily within or associated with one or more schools, and regularly scheduled accordingly by the Employer.
- 3.22 **Canine Handler:** An Employee assigned to the care, training and department authorized use of an Employer-owned service dog.

#### **ARTICLE 4 EMPLOYER SECURITY**

- 4.1 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 5 EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all human resources, 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  
UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of Employee 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 local union officer(s) and shall inform the Employer in writing of such choice and changes in the position of local union officer(s).
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s) and to make space available, at a city-owned facility for Employee Union meetings when such meetings do not conflict with the operation of the Employer. The Employer shall permit use of available electronic information systems for posting Union notices and announcements in conformance with all Employer rules and regulations pertaining to the use of electronic correspondence.
- 6.4 The Employer agrees to post all promotional opportunities within the department for a period of 10 working days.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 7  
EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

- 7.1 **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.
- 7.2 **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 as provided by 6.2 of this agreement.
- 7.3 **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 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 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 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 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, and the remedy requested and shall be appealed to Step 2 within 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 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, Police Chief or designee. The Employer-designated representative, Police Chief or designee shall give the Union the Employer's Step 2 answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 10 calendar days following the Employer-designated representative's, Police Chief or designee, final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within 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, City Administrator or designee. The Employer-designated representative, City Administrator or designee, shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within 10 calendar days following the Employer-designated representative's, City Administrator or designee, final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

**Step 4:** A grievance unresolved in Step 3 and appealed to Step 4 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.

#### 7.5 **Arbitrator's Authority:**

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without 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) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is 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.

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 agreement of the Employer and the Union.

7.7 **Choice of Remedy:** If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved Employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 7 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 4 of Article 7.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If Equal Employment Opportunity Commission v. Board of Governors is overruled, this paragraph will be null and void and shall be deleted.

## **ARTICLE 8 SENIORITY**

- 8.1 Seniority will be determined by the Employee's length of continuous employment with the department and posted in an appropriate location.
- 8.2 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 returned to the Employee's previous position at the sole discretion of the Employer.
- 8.3 In the event of layoff, 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 layoff list has been exhausted. Employees will be listed on the layoff list for a maximum of 24 months following their layoff. Recalled Employees shall have 2 calendar weeks after receipt of notification of recall, issued by certified mail to the Employee's last known address, to report to work or forfeit all recall rights.

## **ARTICLE 9 DISCIPLINE**

- 9.1 The Employer will discipline Employees for just cause only. All actions relative to discipline must be implemented by the Employer within 60 days of the incident leading to the disciplinary action. However, if the Employer discovers new evidence after the 60 days have elapsed, a new 60 day timeline will begin from the date the Employer became aware of the new evidence. At the discretion of the Employer, in the case of a criminal investigation the timeline may be suspended by the Employer without notice. Discipline will be in one or more of the following forms:
  - a. Oral reprimand
  - b. Written reprimand
  - c. Suspension
  - d. Reassignment
  - e. Demotion, or
  - f. Discharge
- 9.2 Notice of suspension, demotions and discharge will be in written form. The Employee shall be provided with a copy of each such notice.
- 9.3 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. The Employee will receive a copy of such reprimands and/or notices.
- 9.4 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.
- 9.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.6 Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.

## **ARTICLE 10 SHIFT BIDDING**

- 10.1 Senior qualified Employees shall be given shift assignment preference after 18 months of continuous full-time employment.



- 10.2 During the academic year for Independent School District 196, School Resource Officers (SROs) shall be scheduled independently from the patrol schedule.
- 10.3 Canine Handlers shall be scheduled independent from the patrol bid process and shall not be subject to Article 10.1 or Article 11.2. The Employer shall determine schedules and duties of a Canine Handler.

## **ARTICLE 11 WORK HOURS**

- 11.1 The number of hours for full-time employment shall be based on a 40 hour work week and shall be accounted for by each Employee through:
- a. hours worked on assigned shifts;
  - b. assigned training hours;
  - c. authorized leave time;
- 11.2 Voluntary shift switching may be arranged between Employees with Employer approval provided such switching is not used as the basis for a claim of overtime. A voluntary shift switch between Employees may be allowed, with less than seven days notice to Employer, but shall not create an entitlement to overtime pursuant to Sec. 12.1.

## **ARTICLE 12 OVERTIME**

- 12.1 Employees will be compensated at 1½ times the Employee's base pay rate for hours worked in excess of the Employee's scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article unless less than 7 days advance notice is given to an Employee of a change of the Employee's shift. For employees assigned to the position of general detective (non-rotational and rotational positions), a schedule change, without overtime, and with advance notice between 24 hours and 7 days, may be mutually agreed upon by the affected Employee and Employer. Such detective schedule changes will accommodate the unique duties required of the general detective position.
- 12.2 Overtime will be distributed using the overtime list. The overtime list shall be maintained by the Employer. An Employee shall remain at the top of the overtime list until the Employee has accepted an offer of overtime. Upon working the overtime the Employee shall move to the bottom of the overtime list. The next Employee on the overtime list is then eligible for the next overtime opportunity. New Employees shall be placed at the bottom of the overtime list upon their date of hire.
- 12.3 If no Employee accepts the offered overtime, the Employer shall refer to the most current police officer seniority roster and order in the least senior officer who is available to work. Upon being ordered in, the affected officer's place on the overtime list shall not be changed.
- 12.4 The overtime list shall be used when practical. Local 71 recognizes the following circumstances when use would not be practical: shift extensions, early call-ins, and late-night staffing emergencies. Any overtime filled using means other than 12.2 shall not affect the overtime list.
- 12.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.6 Overtime will be calculated to the nearest 12 minutes.
- 12.7 Employees have the obligation to report to work if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 12.8 An Employee who is ordered to court during the Employee's scheduled off-duty time shall receive a minimum of 3 hours pay at 1½ times the Employee's base pay rate unless the Employee is canceled 24 hours or more prior to the Employee's ordered arrival time at court. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the 3 hour minimum.

- 12.9 An Employee who is called to duty during the Employee's scheduled off-duty time shall receive a minimum of 3 hours pay at 1½ times the Employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the Employee for the 3 hour minimum.
- 12.10 An Employee may request that each hour of time eligible for overtime under this Article, in lieu of payment, be accumulated as compensatory time at the rate of 1½ hours for each eligible hour, provided that the maximum compensatory hour balance for each Employee shall at no time exceed the threshold set forth in Article 33.5(A). The use of compensatory time hours shall be scheduled as if it were leave time. An Employee may carry compensatory time from year to year. Any compensatory time in excess of the threshold set forth in Article 33.5(A) shall be cashed-out on December 31 of each year at the Employee's current base pay rate. However, the An Employee may, at their discretion, cash-out all or a part of the Employee's compensatory time bank hours at any time throughout the year at the Employee's current hourly base pay rate.
- 12.11 State and federal grants stipulating that overtime will be paid in wages rather than compensatory time shall be paid in overtime and not compensatory time.

**ARTICLE 13  
WORKING OUT OF CLASSIFICATION**

- 13.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

**ARTICLE 14  
ASSIGNED TRAINING**

- 14.1 Assigned training hours may be scheduled in lieu of the Employee's scheduled shift. Should the hours of assigned training on any day be less than the hours of a normal shift, the difference shall be rescheduled by the Employer within the same pay period. The Employee has the option of using accumulated comp time, annual leave, vacation, or holiday time in lieu of returning to work to complete a shift. An Employee assigned to training during the Employee's scheduled off-duty time shall receive a minimum of three and one-half (3.5) hours straight time. An early report or extension of a shift does not qualify for the minimum three and one-half hours.

**ARTICLE 15  
ANNUAL LEAVE**

- 15.1 Eligible Employees shall earn annual leave in accordance with the following schedule. An Employee's initial date of employment shall be used to determine the appropriate hours of annual leave to be accrued.
 

(1)	0-5 years =	4.62 hours per 2 weeks of work (3 weeks annually).
(2)	6-10 years =	6.16 hours per 2 weeks of work (4 weeks annually).
(3)	11-15 years =	7.69 hours per 2 weeks of work (5 weeks annually).
(4)	16-20 years =	8.31 hours per 2 weeks of work (5.4 weeks annually).
(5)	21+ years =	9.23 hours per 2 weeks of work (6 weeks annually).
- 15.2 Annual leave shall be taken either as planned leave which will be scheduled in advance pursuant to Article 18 herein; or, unplanned leave which will require notification to the City within a timely manner of the Employee's scheduled work day.
- 15.3 The City will place into effect a short term disability insurance policy to be effective following 120 hours of continuous absence due to illness or injury. An Employee shall be eligible to collect the short term disability benefit until the Employee becomes eligible for long term disability or 6 months following the date of the qualifying injury or illness, whichever occurs first. The City may request, at any time, that an Employee provide a medical doctor's statement including verification of illness and/or ability to return to work.
- 15.4 An Employee shall be eligible to continue to receive the City's insurance contribution, in accordance with Article 22, toward the purchase of group insurance during the period of time the Employee is receiving short term disability insurance benefits, not to exceed six (6) months from the qualifying date of illness or injury.

- 15.5 The City will, upon request, pay the Employer contribution amount due to PERA for an Employee's purchase of service credit and salary from an authorized short term disability leave of absence if all of the following conditions are met:
- 1) The request is received by the City no later than 120 days after the end of the Employee's authorized short term disability leave of absence; and
  - 2) The Employee has returned to full, unrestricted duty actively working a regular full-time schedule with the City; and
  - 3) The Employee provides the City with evidence of payment of the Employee contribution amount due to PERA.
- 15.6 Annual leave shall not be earned by an Employee for any period during which the Employee is not being paid. An Employee shall not be eligible to be compensated for annual leave, or earn additional annual leave during the time an Employee is receiving disability insurance payments.
- 15.7 Annual leave may not accrue in excess of the threshold set forth in Article 33.5(A).
- 15.8 Planned annual leave may be denied or approval withdrawn when the granting of such planned annual leave would result in insufficient personnel to carry out necessary functions as deemed appropriate by the City or to comply with Article 17 herein.
- 15.9 If use of unplanned leave suggests abuse, the City shall notify the Employee of this concern. If such abuse continues the City may deny future unplanned leave requests. The City may request, at any time, that an Employee provide a medical doctor's statement including verification of illness and/or ability to return to work.
- 15.10 An Employee, who has an accrued and unused balance of 136 or more hours of annual leave, may make an irrevocable election annually by December 31, to receive cash compensation in lieu of up to 16 hours of annual leave earned in the subsequent year.

Such election shall be made in writing in a format determined by the city and received in Human Resources by December 31.

Upon making such election, annual leave earned beginning the start of the first pay period in January of the subsequent year, up to the amount elected by the Employee, shall not be credited to the Employee's annual leave bank, but instead shall be paid to the employee at the employee's base pay rate on the earliest of:

- 1) When requested by the Employee on one regular pay check in the calendar year subsequent to the Employee's election, provided the elected number of hours have been earned; or
  - 2) The first pay check in December of the year subsequent to the Employee's election; or
  - 3) Upon the Employee's separation from employment.
- 15.11 An Employee who leaves the employment of the City in good standing shall be compensated for all accrued and unused annual leave at the time of separation of employment, subject to the provisions of Article 33.5.
- 15.12 An Employee shall not be permitted to waive annual leave for the purpose of receiving double pay.

## **ARTICLE 16 HOLIDAY LEAVE**

- 16.1 Each Employee shall be credited with 96 hours of holiday leave time in a holiday leave bank, on January 1 of each year in lieu of holidays.
- 16.2 Requests for use of holiday leave time shall be made in writing by the Employee and in accordance with the leave section of this Article. The Employer reserves the sole right to grant holiday leave time.
- 16.3 Holiday leave time shall not accumulate from year to year. Up to 88 hours of holiday leave time that is remaining in the Employee's holiday leave bank on December 31 shall be cashed-out at the Employee's current base pay rate. Any hours greater than 88 remaining in the Employee's holiday leave bank on December 31 shall be forfeited.

- 16.4 Holiday leave time for a new Employee, an Employee leaving employment, or a part-time Employee shall be appropriately prorated to reflect the actual holidays observed by the Employer as of the date of the event affecting employment status. If an Employee leaving employment has taken more holiday leave time than the appropriate pro-rated amount, the difference shall be deducted from the Employee's final paycheck.
- 16.5 An Employee scheduled to work on Independence Day, Thanksgiving Day, Christmas Eve Day and Christmas Day will be paid 2 times the base rate of pay for every hour worked. An Employee scheduled to work any hours on the remaining holidays designated by this contract shall be paid 1½ times base rate of pay for every hour worked on that holiday.

Holiday	2022	2023
New Year's Day	January 1	January 1
Martin Luther King Day	January 17	January 16
Presidents Day	February 21	February 20
Memorial Day	May 30	May 29
Independence Day	July 4	July 4
Labor Day	September 5	September 4
Veterans Day	November 11	November 11
Thanksgiving	November 24	November 23
Day after Thanksgiving	November 25	November 24
Christmas Eve	December 24	December 24
Christmas Day	December 25	December 25

- 16.6 An Employee called in to work on a holiday, or who has their shift extended on a holiday, shall be paid for each hour actually worked at 2 times the Employee's base pay rate if they were not scheduled to work during that time. If the Employee is called in to work, or has their shift extended on a double time holiday, the Employee shall earn 2 ½ times the Employee's base pay rate if they were not scheduled to work during that time.
- 16.7 An Employee scheduled for training during any hours of the above holidays shall be paid for each hour of actual training at one and one half (1 ½ ) times the Employee's base pay rate.
- 16.8 An Employee working a shift all or in part on Independence Day, Thanksgiving Day, Christmas Eve, or Christmas Day shall be paid at two (2) times the Employee's base pay rate for their scheduled shift, if four or more hours of the shift occur on the holiday. Double time payment under this paragraph shall be limited to the greater of 10 hours or actual hours worked.
- 16.9 If relevant Minnesota statute, currently Minn. Stat. § 645.44, Subd. 5, is amended during the duration of this agreement to include Juneteenth, June 19; holiday leave hours as referenced in paragraphs 16.1 and 16.3 of this agreement shall be increased by 8 hours to reflect such holiday if applicable in the calendar year, and paragraph 16.5 of this agreement shall be amended to include Juneteenth if applicable in the calendar year.

**ARTICLE 17  
PLANNED ANNUAL LEAVE AND HOLIDAY LEAVE SELECTION**

- 17.1 All planned annual/holiday leave requests shall be submitted in writing.
- 17.2 Any planned annual/holiday leave request made at least 30 days in advance, if granted, shall be granted on the basis of seniority. To comply with this clause, the Employer may withdraw approvals previously granted, if necessary, because of a later request from a more senior Employee.
- 17.3 Planned annual/holiday leave periods of 40 hours or more shall be requested in writing by the Employee at least 30 days in advance.

- 17.4 Planned annual/holiday leave requests made less than 30 days in advance may be honored at the sole discretion of the Employer and, if granted, will be approved on a first come, first served basis.
- 17.5 Planned annual/holiday leave requests granted by the Employer under clause 17.4 shall not supersede those granted under clauses 17.2 and 17.3.
- 17.6 The Employer shall attempt to post the approved planned annual leave schedules.

**ARTICLE 18  
BEREAVEMENT LEAVE**

- 18.1 A full-time Employee may request up to three (3) days of bereavement leave in the event of a death in the immediate family. Immediate family is defined as: spouse, parent (including stepparent or legal guardian), child (including stepchild/foster child, sibling (including stepsibling), grandparent, grandchild, aunt/uncle, parent-in-law, grandparent-in-law, brother/sister-in-law, and son/daughter-in-law, or other immediate family member approved by the department head or designee. The department head or designee will be responsible for approving or denying requests for bereavement leave. Bereavement leave shall not be charged against an Employee's leave balance.

**ARTICLE 19  
JURY LEAVE**

- 19.1 Employees shall be granted an amount of compensation which will equal the difference between the Employee's regular pay and compensation received for jury duty less mileage.

**ARTICLE 20  
MILITARY LEAVE**

- 20.1 Employees shall be granted military leave as provided by Minnesota Statutes and federal law.

**ARTICLE 21  
INJURED ON DUTY**

- 21.1 An Employee, who in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with established rules and procedures of the Employer, is injured during the performance of the Employee's duties and thereby unable to work, shall be paid the difference between the Employee's regular pay and the workers' compensation insurance payments for a period not to exceed 720 scheduled working hours per injury, not charged to the Employee's annual leave or other accumulated paid benefits. Any injury that does not result in compensation under the workers' compensation law shall not be compensable under this Article.

**ARTICLE 22  
INSURANCE**

- 22.1 The Employer will contribute up to a maximum of \$960 per month per Employee in 2022 toward the cost of Employer selected group health, life, and dental insurance for full-time Employees enrolled in a Copay Health Plan.

The Employer will contribute up to a maximum of \$1,415 per month per Employee in 2022 toward the cost of Employer selected group health, life, and dental insurance for full-time Employees enrolled in a High Deductible Health Plan.

Employees enrolled in a High Deductible Health Plan in 2022 will receive an additional \$80 per month contribution to the Employee's HRA or HSA. This incentive is above and in addition to the regular Employer Contribution amount. The additional \$80 per month contribution to the HRA or HSA shall expire on December 31, 2022.

An Employee may request either thirty dollars (\$30) or sixty dollars (\$60) per month, of the excess contribution toward Employee insurance be deposited into the Employee's deferred compensation account or be paid directly to the Employee monthly.

For 2023, this section shall be subject to a contract re-opener.

- 22.2 The Employer at the Employer's cost, shall place into effect customary Police Professional Liability insurance, which includes coverage for punitive damages and Employer approved extra duty employment as a police officer. Such insurance shall have limits at least in the amounts of \$200,000.00 each person, \$500,000.00 each occurrence, and \$750,000.00 annual aggregate.

### **ARTICLE 23 UNIFORMS**

- 23.1 The Employer shall furnish to each new Employee the Employer required uniform and related parts. The Employer shall furnish each officer with soft body armor and replace the soft body armor, at a minimum every 6 years or as needed due to wear and tear of the armor. Selection of soft body armor will be a cooperative effort between the Employer and the affected Employees. Final selection of soft body armor will be at the discretion of the Employer.
- 23.2 The Employer shall pay a cash uniform allowance to each Employee in the annual amount of \$1,000. An Employee must have successfully completed the probationary year of employment prior to eligibility to receive the uniform allowance benefit and then shall be eligible for the appropriate pro-rata amount for the remainder of that calendar year.
- 23.3 The Employee shall be responsible for the continued upkeep and maintenance of the initially issued Employer required uniform and related parts from the proceeds of the cash allowance. Any amount not used for this purpose shall be used for any other clothing or equipment used in the course of employment.
- 23.4 The Employer shall pay a cash allowance to each Employee in the annual amount of \$100 for the replacement of personal items damaged, destroyed or lost during the performance of the Employee's duties. An Employee must have successfully completed the probationary year of employment prior to eligibility to receive the allowance and then shall be eligible for the appropriate pro-rata amount for the remainder of that calendar year.
- 23.5 Employees shall return Employer-issued and owned property upon separation of employment with the Employer.

### **ARTICLE 24 MONTHLY SALARIES**

- 24.1 Employees shall be paid monthly salaries as listed in Appendix "A" of this agreement.
- 24.2 Salary changes are related to continuous months of employment. The effective date for an Employee's salary change shall be the anniversary date of employment. The Union recognizes that the Employer operates a bi-weekly payroll system and agrees that the effective date for salary changes for Employee anniversaries occurring in the first week of the pay period shall be the first day of that pay period and that the effective date of salary changes occurring in the second week of the pay period shall be the first day of the next pay period.
- 24.3 The Employer shall have the sole authority to determine the appropriate step placement for a new Employee.
- 24.4 An Employee shall receive two hours added to the Employee's compensatory time bank per full shift while actually working as a field training officer with responsibilities for evaluation of a new officer. The two hours of compensatory time shall be pro-rated for shifts shorter than 10 hours.

### **ARTICLE 25 CONTINUING EMPLOYMENT QUALIFICATIONS**

- 25.1 Any Employee whose state license to act as a peace officer has been revoked shall, at a minimum, be suspended without pay during that period, and may, based on the reasons for revocation, be dismissed.

**ARTICLE 26  
SAVINGS CLAUSE**

- 26.1 This agreement is subject to law. 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 provision may be renegotiated at the request of either party.

**ARTICLE 27  
WAIVER**

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted 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 waive 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 of the parties at the time this contract was negotiated or executed.

**ARTICLE 28  
EXPENSE REIMBURSEMENT**

- 28.1 Any Employees required to perform duties outside the city limits of the City of Apple Valley shall be reimbursed for travel expenses and meals at the same rates applicable to other Employees of the Employer.

**ARTICLE 29  
P.O.S.T. TRAINING**

- 29.1 The Employer will provide licensed Employees, as defined by Minnesota statute, with 48 hours of P.O.S.T. Board approved continuing education during each three year licensing renewal period.
- 29.2 The Employer shall pay each Employee's regular salary while attending such continuing education courses.
- 29.3 The Employer shall pay the Employee's license fees required by the P.O.S.T. Board up to one hundred fifty (\$150.00) dollars.

**ARTICLE 30  
CIVIL COURT**

- 30.1 Employees will be compensated in accordance with Articles 11 and 12 of this Contract for off-duty civil court proceedings, trials, provided all of the following conditions are met:
- a. Officer must be subpoenaed to appear in civil court for a trial.
  - b. Employer determines that the subpoena is directly related to a case in which the officer was involved.
  - c. All compensation received by the Employee is turned over to the Employer.

**ARTICLE 31  
DRUG AND/OR ALCOHOL TESTING**

- 31.1 **Purpose:** The purpose of this article is to provide written guidelines in compliance with applicable Minnesota Statutes for requesting or requiring Employees to undergo drug and/or alcohol testing. The City of Apple Valley prohibits the possession, consumption, sale, transfer or "being under the influence" of alcohol or illegal drugs during work hours except when approved by the Employer as a proper law enforcement activity.
- 31.2 **Definitions:** For purposes of this drug and/or alcohol testing article, the following terms shall have the meanings ascribed to them:
- a. **Confirmatory Test and Confirmatory Retest:** "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes § 181.953. subd.1.
  - b. **Drug:** "Drug" means a controlled substance as defined in Minnesota Statutes §152.01, subd. 4.
  - c. **Drug and Alcohol Testing:** "Drug and alcohol testing" and "drug or alcohol testing" and "drug or alcohol tests" means analysis of a body component sample according to the standards established under one of the programs in Minnesota Statutes § 181.953, subd.1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
  - d. **Employee:** "Employee" means a member of the exclusively recognized bargaining unit.
  - e. **Safety Sensitive Position:** "Safety sensitive position" means a job in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person. All members of the exclusively recognized bargaining unit occupy safety-sensitive positions.
  - f. **Employer:** "Employer" means the City of Apple Valley acting through the City Administrator, or designee of the City Administrator.
  - g. **Initial Screening Test:** "Initial Screening Test" means a drug and/or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes § 181.953, subd. 1.
  - h. **Positive Test Result:** "Positive Test Result" means a finding of the presence of alcohol, drugs or their metabolites in a sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes § 181.953. subd. 1.
  - i. **Reasonable Suspicion:** "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
  - j. **Drug Paraphernalia:** "Drug paraphernalia" has the meaning set forth in Minnesota Statutes.
  - k. **Valid Medical Reason:** "Valid medical reason" means:
    - 1. Written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes §152.11, and names the Employee as the person for whose use it is intended; and,
    - 2. The drug was prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes §152.12; and,
    - 3. The drug was used in accordance with terms of the prescription; and,
    - 4. Over-the-counter medication was used in accordance with terms of the product's directions.
  - i. **Working Days:** "Working days" for purposes of this article shall be defined as Monday through Friday.



31.3 **Work Rules:**

- a. No Employee shall be under the influence of any drug or alcohol while the Employee is working or while the Employee is on the Employer's premises or operating the Employer's vehicles, machinery, or equipment, except pursuant to a valid medical reason, or, when approved by the Employer as a proper law enforcement activity.
- b. No Employee shall use, possess, manufacture, distribute, dispense, sell or transfer drugs, alcohol or drug paraphernalia while the Employee is working or while the Employee is on the Employer's premises or operating the Employer's vehicles, machinery or equipment, except pursuant to a valid medical reason, or, when approved by the Employer as a proper law enforcement activity.
- c. No Employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.
- d. An Employee shall notify the Employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 working days after such conviction. The Employer shall notify the appropriate federal agency of such conviction within 10 working days of receiving notice from the Employee.

31.4 **Persons Subject To Testing:** All Employees are subject to testing under applicable sections of this article. The Employer will request or require an Employee to undergo drug or alcohol testing only under the circumstances described in this article.

31.5 **Circumstances for Drug or Alcohol Testing:**

- a. **Reasonable Suspicion Testing:** The Employer may request or require an Employee to undergo drug and alcohol testing if the Employer has a reasonable suspicion related to the Employee's job performance that the Employee:
  1. Is under the influence of drugs or alcohol while the Employee is working, or is on the Employer's premises, or operating the Employer's vehicles, machinery, or equipment.
  2. Has violated the Employer's Work Rules as per section 32.3 of this article regarding use, possession, sale or transfer of drugs, alcohol or drug paraphernalia while the Employee is working, or is on the Employer's premises, or operating the Employer's vehicles, machinery or equipment.
  3. Has discharged a firearm other than in the following instances:
    - i. On an established target range; or
    - ii. While conducting authorized ballistic tests; or
    - iii. While engaged in lawful recreational hunting or shooting activities; or,
    - iv. While shooting an injured animal as part of official duties.
  4. Has been involved in a police vehicle pursuit as defined by Police Department rules and regulations during which a disregard for work rules, personal safety, safety of others, or a lack of appropriate judgment has been exhibited.
  5. Has sustained a personal injury as defined in Minnesota Statutes §176.011, subd. 16, or has caused another person to die or sustain a personal injury.
  6. Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in total property damage exceeding \$1,000 as estimated by a department supervisor at the scene of the accident or at the time the accident is reported.

7. Has, as determined only by the Police Chief, or designee, or the City Administrator, engaged in an act or omission related to the performance of the job, committed on duty, or off duty involving illegal drugs that logically requires or justifies such testing, revealed as a clear and compelling necessity by the nature of the incident

b. *Treatment Program Testing:* The Employer may request or require an Employee to undergo drug and/or alcohol testing if the Employee has been referred by the Employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an Employee benefit plan, in which case the Employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

**31.6 Refusal to Undergo Testing:**

a. *Employees:* An Employee has the right to refuse to undergo drug and alcohol testing. If an Employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

b. *Consequences of Refusal:* If an Employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employee shall be discharged from employment on grounds of insubordination.

c. *Refusal on Religious Grounds:* An Employee who refuses to undergo drug or alcohol testing of a blood sample based on religious grounds shall not be deemed to have refused if the Employee submits to a urine sample. However, if the Employee also refuses to undergo drug or alcohol testing of a urine sample, the Employee shall be deemed to have refused to submit to drug or alcohol testing and shall be subject to the provisions of 32.6(b).

**31.7 Procedure for Testing:**

a. *Notification Form:* At the time the Employer requests an Employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to:

1. Acknowledge the individual has seen a copy of the Employer's drug and alcohol testing article; and,
2. Indicate consent to undergo the drug and alcohol testing.

b. *Test Sample:* The test sample shall be obtained in a private setting and the procedures for taking the sample shall ensure privacy to Employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional at a medical facility of the Employer's selection.

c. *Identification of Samples:* Each blood or urine sample shall be sealed in a suitable container free of any contamination that could affect test results, and be properly identified with the individual that provided the sample pursuant to the identification procedures of the testing facility.

d. *Chain of Custody:* The testing facility shall maintain a written record of the chain of custody of the sample and ensure proper handling as required.

e. *Laboratory:* All drug and alcohol testing shall use the services of a testing laboratory qualifying under Minnesota Statute, however, no test shall be conducted by a testing laboratory owned and operated by the City of Apple Valley.

f. *Methods of Analysis:* The testing laboratory shall use methods of analysis and procedures to assure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests.

- g. *Retention and Storage:* Retention and storage procedures shall comply with the rules adopted by the Commissioner, and all samples that produced a positive test result, except breath samples from an initial screening test, shall be retained and properly stored by the testing facility for at least 6 months.
- h. *Test Result:* The testing laboratory is required to prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted and whether the test produced negative or positive test results. The testing laboratory shall disclose that report to the Employer within 3 working days after obtaining a negative result on the initial screening test or, if the initial test was positive, within 3 working days after a confirmatory test.
- i. *Notice of Test Results:* Within 3 working days after receiving the test result from the testing laboratory, the Employer shall inform, in writing, an Employee who has undergone drug or alcohol testing of:
  - 1. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.
  - 2. The right to request and receive from the Employer a copy of the test result report.
  - 3. The right to submit information to the Employer within 5 working days after notice of a positive test result to explain that result. The Employer may request that the Employee indicate any over-the-counter or prescription medications that the Employee is currently taking or has recently taken or any other information relevant to the reliability of or explanation for a positive test result.
  - 4. The right to submit a written notice to the Employer within 5 working days after notice of a positive test result, that the Employee intends to obtain a confirmatory retest of the original sample at the Employee's own expense at the original laboratory or another licensed testing laboratory. If a confirmatory retest is conducted in accordance with Minnesota Statutes, and the confirmatory retest does not result in a positive test result, the City shall reimburse the Employee the actual cost of the confirmatory retest in an amount not to exceed \$200.00. There shall be no adverse employment action based on the original confirmatory test.
- j. *Notice to Employees Receiving Positive Test Results on a Confirmatory Test:* An Employee receiving a positive test result on a confirmatory test shall be notified by the Employer of the following rights of the Employee. This notice shall be provided to the Employee three (3) working days after receiving the test result.
  - 1. *First Positive Test Result:*
    - i. The Employer may discharge an Employee for whom a positive test result on a confirmatory test was the first such result for the Employee. However, the Employer may not discharge the Employee from employment unless the following conditions have occurred:
      - (a) The Employer has first given the Employee an opportunity to participate in, at the Employee's own expense or pursuant to coverage under an Employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency, and
      - (b) If the Employee refuses to participate in the counseling or rehabilitation program, the Employer shall suspend the Employee from employment without pay for 5 working days to provide the Employee an opportunity to reconsider the Employee's decision. If at the conclusion of the Employee's suspension without pay, the Employee has not begun to participate in the counseling or rehabilitation program, the Employee shall be discharged from employment, or

- (c) If the Employee has failed to successfully complete the counseling or rehabilitation program, the Employee shall be discharged from employment. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence the Employee failed to successfully complete the program.
  - ii. However, the Employer may discipline but not discharge an Employee for whom a positive test result on a confirmatory test was the first such result for the Employee, if the Employer determines that no counseling or rehabilitation program is appropriate.
- 2. ***Second Positive Test Result:***
  - i. Where an Employee tests positive on a confirmatory test for the second time for alcohol or drug abuse of a legal substance, which prevents the Employee from performing the functions of the job or constitutes a direct threat to property or safety of others, the Employer may discipline the Employee up to and including discharge.
  - ii. Where an Employee tests positive on a confirmatory test for the second time for drug use of a controlled substance, the Employer shall immediately discharge the Employee from employment.
- 3. An Employer may temporarily suspend the tested Employee or transfer that Employee to another position at the same rate of pay pending the outcome of the confirmatory test and confirmatory retest, if requested, provided the Employer believes it is reasonably necessary to protect the health or safety of the Employee, co-Employees, or the public. An Employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
- 4. An Employer may not discharge, discipline, discriminate against, or request or require rehabilitation of an Employee on the basis of medical history information revealed to the Employer pursuant to 31.7(a)(2) above unless the Employee was under an affirmative duty to provide the information before, upon, or after hire.
- 5. An Employee must be given access to information in the Employee's medical personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or other acquired information.

31.8 ***Employer Actions:***

- a. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an Employee solely on the basis of a positive test result from the initial screening test that has not been verified by a confirmatory test.
- b. The Employer shall observe Employee rights under applicable sections of this article.
- c. Nothing in this article limits the right of the Employer to discipline or discharge an Employee on grounds other than those set forth in Section 31.7(j).

31.9 ***Data Privacy:***

- a. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the Employee for employment. The Employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status.

- b. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third party individual, governmental agency, or private organization except in the following situations:
  - 1. written consent for the release of data by the tested Employee;
  - 2. pursuant to court order;
  - 3. for use in an arbitration proceeding pursuant to a collective bargaining agreement;
  - 4. for use in an administrative hearing pursuant to Minnesota Statutes;
  - 5. for use in a judicial proceeding;
  - 6. disclosure to a federal agency as required by federal law;
  - 7. disclosure to a substance abuse facility.
- c. Test results may not be used as evidence in a criminal proceeding against the Employee.

**31.10 Grievances:**

In the event of an alleged violation of this Article, the Employee may file a grievance in accordance with Article 7, Employee-Rights-Grievance Procedure. This right shall be in accordance with Minnesota Statutes § 181.956.

**ARTICLE 32  
DURATION**

- 32.1 This agreement shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2023.

**ARTICLE 33  
HEALTH CARE SAVINGS PLAN**

- 33.1 **Establishment:** The Employer shall implement a tax-advantaged Health Care Savings Plan (HCSP), effective January 1, 2016, administered by Minnesota State Retirement System (MSRS). The Health Care Savings Plan is designed specifically to address future healthcare-related costs of Employees after separation from employment. The Health Care Savings Plan shall allow Employees, as a group, through the collective bargaining process to designate pre-tax compensation to pre-fund eligible post-employment expenses. Contributions, interest and gains, and withdrawals from the Health Care Savings Plan shall be tax-free to the fullest extent possible under state and federal statute.
- 33.2 **Authorization and Administration:** The Health Care Savings Plan (HCSP) is administered by Minnesota State Retirement System (MSRS). The HCSP is an employer-sponsored program that allows employees to invest in a tax-free medical savings account while employed by a Minnesota public employer. Minnesota State Statute authorizes MSRS to offer this program to governmental employees in Minnesota including city, state, county, school districts, and governmental subdivisions.
- 33.3 **Participation:** Participation in the HCSP shall be mandatory for all Employees.
- 33.4 **Contribution Calculations:** Contributions to the HCSP, based upon Employee hours, shall be calculated using the Employee's appropriate pay rate at the time of conversion. Contributions are mandatory.
- 33.5 **Contribution Methodology:** Funding of the HCSP shall be in accordance with established contribution methods:
  - A. **Compensatory Time and Annual Leave Contributions:** One hundred (100) percent of compensatory time hours over eighty (80) and one hundred (100) percent of annual leave hours over seven hundred ninety (790) shall be deposited into the Employee's HCSP account.
  - B. **Salary Contributions:** Employee salary contributions -- a function of years of service and corresponding percentage -- shall be deposited into the Employee's HCSP account.
    - 1. Employees at step 1 (68% of Top Patrol) shall contribute one-quarter (¼) percent of the Employee's gross earnings per pay period.

2. Employees at step 2 (75% of Top Patrol) shall contribute one-half (½) percent of the Employee's gross earnings per pay period.
3. Employees at step 3 (85% of Top Patrol) shall contribute three-quarters (¾) percent of the Employee's gross earnings per pay period.
4. Employees at step 4 (90% of Top Patrol) and above shall contribute one (1) percent of the Employee's gross earnings per pay period.

C. **Account Fees:** HCSP account fees are established by MSRS and shall be paid from the Employee's HCSP account.

33.6 **Contribution Methodology Changes:** The intent of the HCSP is for Employees to determine the contribution methodology within reasonable parameters established by the Employer. Contribution methodology changes shall be a cooperative effort between Employees and Employer.

The Union may request, prior to the expiration of this Agreement, modification of the contribution methodology upon simple majority vote of the members. The Union shall notify the Employer in writing of any proposed modifications.

Requested modifications of the contribution methodology shall be subject to Employer and legal counsel review prior to approval. Requested modifications of the contribution methodology shall not result in additional re-occurring costs to the Employer and shall comply with all Employer policies in effect at the time of the request. In addition, requested modifications of the contribution methodology shall be in compliance with the state and federal statute for tax-advantaged medical savings accounts. Contribution methodology changes and frequency are subject to approval by MSRS.

Requested contribution methodology changes, approved by the Employer, shall be incorporated into any subsequent Master Labor Agreement. The newly incorporated contribution methodology shall be implemented within thirty (30) days following ratification of said Agreement.

#### **ARTICLE 34 POST EMPLOYMENT HEALTH REIMBURSEMENT ARRANGEMENT**

34.1 **Establishment:** The Employer has previously implemented a tax-advantaged healthcare reimbursement plan designed specifically to address future healthcare-related costs of Employees after separation from employment. The Post-Employment Health Reimbursement Arrangement (PEHRA) allows Employees, as a group, through the collective bargaining process to designate pre-tax compensation to pre-fund eligible post-employment expenses. Contributions, interest and gains, and withdrawals from the Post-Employment Health Reimbursement Arrangement shall be tax-free to the fullest extent possible under the Internal Revenue Code.

34.2 **Authorization and Administration:** The PEHRA is a type of self-insured medical reimbursement plan authorized under the Internal Revenue Code and shall be administered by the Employer with the assistance of a third-party administrator of the Employer's choosing.

34.3 **Contributions:** The PEHRA shall not be funded with new contributions after December 31, 2015.

34.4 **Account Fees:** Prior to termination of employment, fixed account fees shall be paid by the Employer. Asset-based fees shall be paid from the Employee's PEHRA account. Upon termination of employment, all fees shall be paid from the Employee's PEHRA account, except those fees that are not attributable to, or based upon, the existence of an Employee's account and paid by the Employer (e.g., annual trustee fees, annual filing fees, etc.).

**ARTICLE 35  
RESIGNATION**

- 35.1 An Employee, to resign in good standing, shall provide the Employer with a written notice of resignation at least 14 calendar days in advance of the effective date of the resignation. An Employee is expected to work their regular schedule during the notice period preceding resignation, and leave may be denied during the notice period. An Employee shall be paid through the last day actually worked. Except where otherwise provided by law or Employer policy, an Employee shall not be permitted to use paid leave hours or unpaid leave to extend employment beyond the last day actually worked. The last day actually worked will be recorded as the Employee's date of separation from employment. These provisions may be waived at the discretion of the City Administrator or designee. Failure to comply may be cause for denying payment of unused annual leave and future employment with the Employer.
- 35.2 An Employee, who provides a minimum of six months written notice in advance of resignation from employment in good standing, shall receive a one-time cash payment in the amount of \$1,000 on the Employee's final pay check. An Employee, who provides a minimum of three months written notice (but less than six months) in advance of resignation from employment in good standing, shall receive a one-time cash payment in the amount of \$500 on the Employee's final pay check.
- 35.3 Good standing constitutes circumstances in which an Employee resigns with advance written notice as described in this Article and works their regular schedule during the notice period. Discharge for cause shall not be a separation in good standing.

**ARTICLE 36  
WELLNESS**

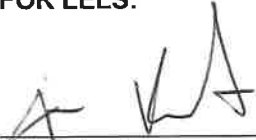
- 36.1 Effective January 1, 2020, an Employee shall, by December 31 each calendar year, provide to the Employer certification that the Employee has completed an annual preventive physical exam and recommended preventive screenings, and an annual dental exam, within the previous 12 months. The certification shall be signed by a qualified healthcare provider appropriate to make such certification.
- 36.2 An Employee who does not provide the applicable certifications by December 31 shall be notified of the deficiency and shall be granted a grace period of 60 days in which to provide the certifications.
- 36.3 A newly hired or rehired Employee shall provide the applicable certifications to the Employer within 90 days after hire.
- 36.4 An Employee, who is unable to obtain a certification due to an approved leave of absence, shall provide the certification to the Employer within 60 days after the Employee returns to work.

**ARTICLE 37  
RETENTION PAYMENT**

- 37.1 The Employer shall pay a cash retention payment to each Employee in the annual amount of \$1,500. An Employee must have successfully completed the probationary year of employment prior to eligibility to receive the payment, and then shall be eligible for the appropriate prorated amount for the remainder of that calendar year.
- 37.2 The retention payment shall be paid in bi-weekly installments to an eligible Employee on the Employer's regular bi-weekly pay dates.
- 37.3 An Employee, upon separation from employment, shall not be eligible for the balance of the annual retention payment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the twenty-first (21st) day of December, 2021.

FOR LELS:



Jim Roberts, Business Agent  
LELS



~~Daniel Schyma~~ Brian Bone  
Vice President, Local #71

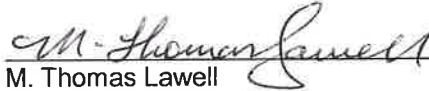
FOR THE CITY OF APPLE VALLEY:



Clint Hooppaw  
Mayor



Pamela J. Gackstetter  
City Clerk



M. Thomas Lawell  
City Administrator



Melissa Haas  
Human Resources Manager



Gregory Dahlstrom  
Captain, Police Administration



**APPENDIX "A"**

**MONTHLY BASE PAY SCALE**

<b>Effective Date</b>		<b><u>2022</u></b>	<b><u>2023</u></b>
		<b>12/18/21</b>	<b>12/17/22</b>
Start	(68% Top Patrol)	\$5,715	\$5,886
After 12 months continuous service	(75% Top Patrol)	\$6,303	\$6,492
After 24 months continuous service	(85% Top Patrol)	\$7,143	\$7,357
After 36 months continuous service	(90% Top Patrol)	\$7,565	\$7,792
After 48 months continuous service	(95% Top Patrol)	\$7,988	\$8,228
After 60 months continuous service	(Top Patrol Rate)	\$8,405	\$8,657

**DETECTIVE**

In addition to their base pay rate, Employees assigned by the Employer to the position of detective, as defined in Article 3.20, will receive an additional 5% of the Employee's current hourly pay rate when assigned. These amounts will be pro-rated for an assignment of less than a full month.

NON-ROTATING DETECTIVE POSITION: Employees assigned by the Employer to a non-rotating detective position may be removed from the position in accordance with the provisions of Article 5, Employer Authority, or the provisions of Article 9, Discipline.

ROTATING DETECTIVE POSITION: Employees assigned by the Employer to a rotating detective position may be removed and/or reassigned from the detective position to patrol at the sole discretion of the Employer.

**SCHOOL RESOURCE OFFICER**

In addition to their base pay rate, Employees assigned by the Employer to the position of School Resource Officer, as defined in Article 3.21, will receive an additional 5% of the Employee's current hourly pay rate when assigned. This amount will apply during the school year for months when the Employee is working in the schools and will be pro-rated for assignments of less than a full month.

**CANINE HANDLER**

Canine Handlers shall be assigned for the useful life of a service dog unless otherwise assigned by the Employer. The useful life of a service dog shall be determined at the discretion of the Employer.

The Employer may reassign the Canine Handler, place the service dog with another Canine Handler or remove the service dog from service at the sole discretion of the Employer.

A Canine Handler shall be compensated at the pay rate established for Patrol Officers as determined by the collective bargaining agreement.

A Canine Handler shall receive thirty (30) minutes of paid time off per shift for the daily care, training and feeding of the service dog. The paid time off shall be included as part of the Canine Handler's regular scheduled shift hours (e.g., a 10-hour shift would include 30 minutes of paid time off under this section, and 9.5 hours of scheduled time.)

A Canine Handler shall receive thirty (30) minutes pay at the officer's regular rate for each day not scheduled to work for the care, training and feeding of the service dog. Any additional time required for the care or training of the service dog must be approved in advance. The Canine Handler shall not receive the thirty minutes for any days the service dog is not under the Canine Handler's custody, care and control.

A Canine Handler shall be subject to call and overtime as designated in Article 12.

A Canine Handler call out shall not be subject to the provisions of Articles 12.2 of this agreement. The call out procedure and use of the service dog shall be determined solely by the Employer.

# **Additional MOU'S**

## Memorandum of Agreement

This Memorandum of Agreement is entered into between Law Enforcement Labor Services, Inc. ("LELS") and the City of Apple Valley ("City").

The parties have discussed Articles 15.11 and 33.5 (Health Care Savings Plan) and have agreed to these modifications to the current agreement.

These sections are added to Article 33.5:

- C. **Annual Leave Contributions upon Separation from Employment:** An Employee, who is eligible to be compensated for annual leave in accordance with Article 15.11 of this agreement, shall have the following amounts of annual leave contributed to the employee's HCSP account upon separation from employment:
1. Employee with less than 5 years of full-time, sworn service with the Apple Valley Police Department: None of the employee's accrued, unused annual leave hours shall be contributed to the employee's HCSP account upon separation from employment.
  2. Employee with 5-9 years of full-time, sworn service with the Apple Valley Police Department: 100 percent (100%) of the employee's accrued, unused annual leave in excess of 160 hours, shall be contributed to the employee's HCSP account upon separation from employment.
  3. Employee with 10-17 years of full-time, sworn service with the Apple Valley Police Department: 100 percent (100%) of the employee's accrued, unused annual leave in excess of 120 hours, shall be contributed to the employee's HCSP account upon separation from employment.
  4. Employee with 18 or more years of full-time, sworn service with the Apple Valley Police Department: 100 percent (100%) of the employee's accrued, unused annual leave shall be contributed to the employee's HCSP account upon separation from employment.
- D. Upon an employee's death, contributions can no longer be made to the HCSP:

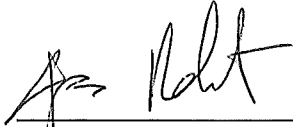
The former Article 33.5(C) is moved and renumbered:

33.7 **Account Fees:** HCSP account fees are established by MSRS and shall be paid from the Employee's HCSP account.

This Memorandum of Agreement represents the complete understanding of the parties regarding the modifications to Article 33.5 of the labor agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the twelfth (12th) day of May, 2022.

FOR LELS:

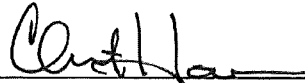


Jim Roberts, Business Agent  
LELS

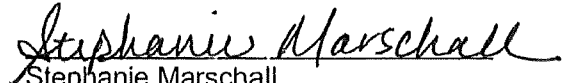


Brian Bone  
Vice President, Local #71

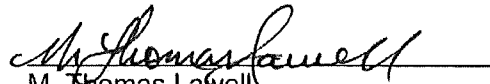
FOR THE CITY OF APPLE VALLEY:




Clint Hooppaw  
Mayor



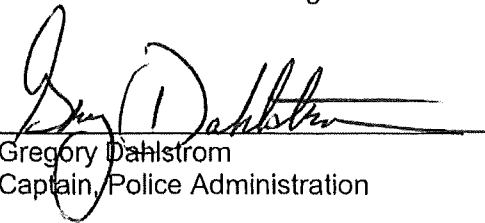
Stephanie Marschall  
Deputy City Clerk



M. Thomas Lawell  
City Administrator



Melissa Haas  
Human Resources Manager



Gregory Dahlstrom  
Captain, Police Administration