

LABOR AGREEMENT

BETWEEN

THE CITY OF GOLDEN VALLEY



AND

LAW ENFORCEMENT LABOR SERVICES, INC.



REPRESENTING:

Local # 485: ASSISTANT POLICE CHIEFS

January 1, 2022 through December 31, 2024

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**LABOR AGREEMENT
ASSISTANT POLICE CHIEFS
2022-2024**

This Agreement dated June 7, 2022, is made and entered into by and between the City of Golden Valley, hereinafter referred to as the Employer and Law Enforcement Labor Services, Local #485, representing the Golden Valley Assistant Police Chiefs, 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 Representatives
- UNION: Law Enforcement Labor Services Local (LELS)
- EMPLOYEE: A member of the exclusively recognized bargaining unit
- OFFICER: Officer elected or appointed by the Union.
- MEMBER: A member of the LELS Local 485 to which this contract applies.
- DAY: One eight-hour period, unless otherwise specified

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 is a pledge of this dedication.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minn. Stat. 179A.03, subd. 8, for employees of the Golden Valley bargaining unit identified by the Bureau of Mediation Services, Certification Unit Determination Order dated September 10, 2021, Case No. 22PCE0331 and described as:

- All licensed peace officers in the position of Assistant Chief of the Golden Valley Police Department, Golden Valley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

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. The Union and Employer recognize and accept 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. The 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 workday, 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, policies, 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 judgments 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 electronically disseminate 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 is 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 shall be done within fourteen (14) calendar days from the occurrence of the believed violation or

from when the Employee became aware of it. The Employee shall submit the grievance in writing to the supervisor at the time of the discussion with the supervisor. The supervisor shall respond, in writing, within ten (10) 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 the Union 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 the Union 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 the Union.
- 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 the Union. Where no Employer Step 3 Representative is appointed, the grievance shall progress from Step 3 to Step 4.
- Step 4. A grievance unresolved in Step 3 may be appealed by the Employee and the Union to Step 4. Notification of intent to appeal to Step 4 shall be made within ten (10) days of receipt of Employer's Step 3 answer. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation. The Union or the Employer may elect to participate in mediation prior to arbitration.
- Step 5. A grievance unresolved in Step 4 through mediation may be appealed by the Employee and THE UNION to Step 5. Notification of intent to appeal to Step 5 and filing for arbitration shall be made within ten (10) days of the conclusion of mediation. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services or applicable law.

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 2, the grievance remains unresolved, the grievance may be appealed either to Step 3 of Article 8 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 3 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 3 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

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

ARTICLE 10. SENIORITY AND TIME IN GRADE

Section 1. Definition. Seniority shall mean an Employee's length of services as a licensed police officer 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. When two or

more Employees have the same seniority date, their position on the seniority list shall be determined by a coin toss. Time in grade shall mean an Employee's length of service in his or her current rank with the department since their last date of promotion. Time in grade may only be broken by the same acts as defined above for seniority. When two or more Employees have the same time in grade list, their position on the time in grade list shall be determined by a coin toss. .

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 assistant police chief becomes necessary, the Assistant Police Chief with the least time in grade shall be permitted to move to a sworn position of lesser rank.

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 shall be returned to their previous position if the promoted employee fails to complete the probationary period with satisfactory performance, 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.

ARTICLE 11. 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.

Section 4. 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.

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 3 of the grievance procedure.

ARTICLE 12. 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, vacations or paid time off (PTO). 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.

Section 2. Changes in the format of duty schedules shall be posted two weeks in advance.

ARTICLE 13. COURT APPEARANCE

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

ARTICLE 14. 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 he/she has accumulated eight hundred hours, he/she will be given credit for four (4) hours additional vacation and four (4) hours of pay, computed at the end of each year. Sick leave shall not be considered as a privilege which an Employee may use at his/her 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 his/her immediate family, or to receive dental or medical care or other sickness preventative measures. Employees claiming sick leave may be required to file competent written evidence that he/she has been absent as authorized above, that he/she has 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 his/her absence or a major part thereof, he/she may be required to provide evidence that he/she is again physically able to perform his/her duties. Sick leave shall be computed on a working day basis when used.

Sick leave is intended as a benefit primarily to the Employee himself/herself 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 19.

ARTICLE 15. FUNERAL LEAVE

Up to five days leave with pay without deduction from sick leave or PTO shall be granted to death of spouse, domestic partner, child, or stepchild. Up to three days sick leave 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 or domestic partner:

- 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 legal guardians

ARTICLE 16. TERMINATION PAY

Section 1. Termination removes job rights and benefits and rehire status benefits as with a new Employee. Employees who have been laid off, retired, or who otherwise leave the City in good standing shall be eligible for termination pay as follows:

- Employees who accrue sick and vacation leave are eligible for payout of 100% of their accrued unused vacation time and 1/3 of their accrued unused sick time.
- Employees who accrue PTO are eligible for payout of 100% of accrued unused PTO.

All termination pay outs are subject to the terms and conditions of the post-employment healthcare savings plan. After 10 years of service or PERA certifiable disability that results in termination of employment, Employees shall receive 1 day of pay for each full year of service to the City. In the event of death, payment shall be made to the Employee's survivor.

ARTICLE 17. 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 Service. Employees serving in the military shall suffer no loss in their normal salary to the extent provided by Minnesota Law or Federal 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. Pregnancy and Parenting Leave. Employees shall be eligible for pregnancy and parenting leave granted in the Employee Handbook (See Time Away from Work Section of Employee Handbook). The City shall not reduce the amount of leave available to employees under this section without agreement of the parties.

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 18. VACATION LEAVE

Section 1. Employees hired prior to January 1, 2009 shall be entitled to a paid vacation based upon service in the prior years. Annual leave shall be earned as follows:

Vacation Accrual Schedule: Public Safety Employee			
Years of Service	Vacation Accrual per Pay Period	Vacation Time per Year	Maximum Vacation Accrual
Date of Hire until completion of 5 years	6.77 hours	10 days (2 weeks)	168 hours
Over 5 years until completion of 10 years	8.31 hours	15 days (3 weeks)	248 hours
Over 11 years	8.62 hours	16 days	264 hours
Over 12 years	8.92 hours	17 days	280 hours
Over 13 years	9.23 hours	18 days	296 hours
Over 14 years	9.54 hours	19 days	312 hours
Over 15 years	9.85 hours	20 weeks	328 hours
Over 16 years	10.15 hours	21 days	344 hours
Over 17 years	10.46 hours	22 days	360 hours
Over 18 years	10.77 hours	23 days	376 hours
Over 19 years	11.08 hours	24 days	392 hours
Over 20 years and above	11.39 hours	25 days (5 weeks)	408 hours

Section 2. 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 two (2) times their current accumulation from one calendar year to the next.

Section 4. Employees hired under the PTO plan are subject to the provisions under Article 20.

Section 5. Employees who are not on the PTO plan and who have a balance of over 800 hours of sick leave may elect to receive a cash payout of vacation hours accrued equal to the number of sick hours the Employee sells back, provided the employee's completed cash

out election form is submitted to the City on or before December 1 of the prior calendar year.

Employees will be paid the amount of vacation they have elected to convert to a cash payment mid-December of the year in which it is accrued, provided that they have accrued over 800 hours of sick leave and sufficient vacation hours to satisfy the election. If the Employee has not accrued sufficient sick leave to satisfy the full amount of the election, the City will pay out the amount of accrued vacation available. An Employee's election is irrevocable.

ARTICLE 19. HOLIDAYS

Employee's work schedules may be made without regard for weekends and holidays. In view of this fact, each Employee is granted twelve (12) days of leave (with one of those days as an unnamed floating holiday) each year in lieu of holidays. Holiday leave is added to vacation leave or PTO 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 one (1) holiday may be carried over to the following year. Arrangements for taking vacation or PTO time must be arranged in advance with the supervisor in charge of the work schedule.

Should the City approve the addition of any additional holidays for any Employee, the City shall increase the granted number of holidays to Employees covered by this Agreement simultaneously.

ARTICLE 20. PAID-TIME OFF (PTO)

Section 1. Employees hired after December 31, 2008, shall participate in the City's PTO plan and shall have all of the rights and benefits granted in the Employee Handbook. PTO shall be earned as follows:

PTO Accrual Schedule: Public Safety Employee						
Years of Service	Number 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	Required Accrual Balance for PTO Payout
0-5	17	5.23	3.69	8.92	348	232
Over 5	22	6.77	3.69	10.46	408	272
Over 11	23	7.08	3.69	10.77	420	280
Over 12	24	7.38	3.69	11.07	432	288
Over 13	25	7.69	3.69	11.38	444	296
Over 14	26	8.00	3.69	11.69	456	304
Over 15	27	8.31	3.69	12.00	468	312
Over 16	28	8.62	3.69	12.31	480	320
Over 17	29	8.92	3.69	12.61	492	328
Over 18	30	9.23	3.69	12.92	504	336
Over 19	31	9.54	3.69	13.23	516	344
Over 20	32	9.85	3.69	13.54	528	352

Section 2. 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 paid time off in order to ensure the orderly operation of the City.

Section 3. Employees may elect to receive a cash payout of up to 48 hours of accrued PTO, provided the Employee's PTO balance exceeds the minimum balance for PTO payout shown in the table above, and the Employee's completed election form is submitted to the City on or before December 1 of the prior calendar year.

Employees will be paid the amount of PTO they elected to convert to a cash payment on or near December 15 of the payout year. An Employee's election is irrevocable, and final approval of the cash payout will occur in the calendar year of the payout.

ARTICLE 21. 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 22. ADMINISTRATIVE LEAVE / LIGHT DUTY

The City recognizes that from time to time, as a result of traumatic incidents happening on the job, Employees 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 Employee 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 Employee 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 Employee'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 23. 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 person, 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 his or her official duties and pay reasonable costs and expenses of defending such suit, including witness fees and reasonable counsel fees.

ARTICLE 24. 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 attains a passing grade or, if the course is not graded, the Employee satisfactorily completes the course.
3. The Employee's attendance at course sessions is satisfactory.
4. No other reimbursement is claimed or applied for from another agency or source.

ARTICLE 25. TRAINING

The City will provide training to meet Post Board Certification standards and will pay for ongoing Post Board licenses required of each Assistant Police Chief.

ARTICLE 26. SALARIES AND BENEFITS

Salary Effective April 25, 2022, the Assistant Police Chief classification pay grade shall be increased to Grade 18. Step increases shall occur on the date of the Employee's service anniversary in accordance with established City policies. Wage rates are as follows:

1	2	3	4	5	6	7
\$52.58/hr (\$4,206.40 bi weekly)	\$55.16/hr (\$4,412.80 bi weekly)	\$57.86/hr (\$4,628.80 bi weekly)	\$60.70/hr (\$4,856 bi weekly)	\$63.67/hr (\$5,093.60 bi weekly)	\$66.79/hr (\$5,343.20 bi weekly)	\$70.06/hr (\$5,604.80 bi weekly)

Effective January 1, 2023, wages shall be increased by a minimum 2% COLA increase, which may be adjusted higher at the City's discretion based on the City's 2023 Budget. Employees shall receive the same 2023 and 2024 COLA increases as non-union City employees, which shall not be less than 2%.

Market Adjustment Implementation Plan

Upon moving from Grade 17 to Grade 18 as outlined in the table above, all full-time regular Assistant Police Chiefs shall be placed at Step 7. All Acting Assistant Police Chiefs shall be placed into the new pay grade pursuant to the terms of the applicable MOU.

Health Insurance

The City will contribute the same dollar amount per month in 2022 toward health insurance that it contributes to all other Golden Valley employees, including \$20 per month for those who successfully participate in the wellness initiative in 2022.

The City shall make health insurance coverage, including the City insurance contribution, effective the first of the month following the employee's start date.

Disability Insurance

The City will provide Long Term Disability Insurance to the employees.

Uniforms

The City will provide uniforms and equipment, to include the purchase of the employee's service firearm and any required accessories.

Working Out of Classification

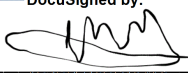
In the absence of the Chief of Police where the Chief of Police is not able to reasonably direct the operations of the Police Department, the City Manager shall designate an Assistant Police Chief to be the Acting Chief of Police.

Take-home Vehicle

The City shall provide Employees a take-home vehicle for business-related purposes. All fuel, insurance, maintenance, and repairs shall be covered by the Employer. Employees shall be allowed to make non-work-related incidental stops immediately before, during, or immediately following their workday.

ARTICLE 27. DURATION

The term of this Agreement shall be from January 1, 2022 through December 31, 2024. This Agreement shall remain in full force after the date of expiration until the Employer and/or the Union request to engage in negotiations.

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City of Golden Valley
Timothy Cruikshank, City Manager


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Shepard M. Harris
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City of Golden Valley
Shepard Harris, Mayor

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Law Enforcement Labor Services
Brian Bone, Business Agent

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Law Enforcement Labor Services
Alice White, Union Steward

Additional MOU'S

MEMORANDUM OF UNDERSTANDING for ACTING POLICE CHIEF
between the City of Golden Valley and
LELS Local # 485

This memorandum of understanding (“MOU”) is entered into by and between the City of Golden Valley (the “City”) and Law Enforcement Labor Services, Inc., Local #485 (the “Union”) and Assistant Police Chief Alice White.

WHEREAS, the Union is the Certified Collective Bargaining Representative of a Unit of the City’s employees defined as: All essential Assistant Chiefs of the Golden Valley Police Department, Golden Valley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees (the Certified Collective Bargaining Unit), and

WHEREAS, Assistant Police Chief Alice White (Assistant Chief White) is a member of the Union, is employed as a police officer by the City and is a part of the Certified Collective Bargaining Unit, and

WHEREAS, the City assigned Assistant Chief White to cover CLEO duties until the Police Chief completed all POST requirements to serve as the City’s CLEO; and

WHEREAS, the Police Chief completed all POST requirements and became the City’s CLEO; and

WHEREAS, the parties have been working together to negotiate appropriate compensation to Assistant Chief White for the time she served as the City’s CLEO

NOW, THEREFORE, LELS Local # 485 (the “Union”) and the City of Golden Valley (the “Employer”) agree as follows:

1. The City shall pay Assistant Chief White incentive pay in the amount of \$2,646.
2. This special assignment was made without prejudice to Assistant Chief White’s status as an Assistant Chief. During the Special Assignment Assistant Chief White continued to accrue seniority in the Certified Collective Bargaining Unit.
3. During the Special Assignment, the City continued to deduct LELS dues from Assistant Chief White’s pay.
4. During the Special Assignment, Assistant Chief White was not considered a confidential employee as the term is used in Minnesota Statutes, chapter 179A.

[Remainder of page intentionally left blank. Signature page follows.]

FOR THE CITY



Timothy J. Cruikshank, City Manager

FOR THE UNION



For Law Enforcement Labor Services, Inc.

ACKNOWLEDGED BY

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Alice White

Memorandum of Understanding between the City of Golden Valley and LELS Local #485

This memorandum of understanding (“MOU”) is entered into by and between the City of Golden Valley (the “City”) and Law Enforcement Labor Services, Inc., Local #485 (the “Union”) and Assistant Chief Alice White (“Employee”).

WHEREAS, the Union is the Certified Collective Bargaining Representative of a Unit of the City’s employees defined as: All essential Assistant Chiefs of the Golden Valley Police Department, Golden Valley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees (the Certified Collective Bargaining Unit), and

WHEREAS, Employee is a member of the Union, is employed as an Assistant Chief by the City and is a part of the Certified Collective Bargaining Unit, and

WHEREAS, the parties wish to establish terms regarding advancement/reimbursement of educational expenses for Employee.

NOW THEREFORE the parties agree as follows:

1. Pursuant to the terms of the Memorandum of Understanding between the City and Union, the City agrees to advance/reimburse educational expenses for Employee to attend:

Course or Certification	TBD	College/ University	TBD
City, State	TBD	Dates of Attendance	TBD to TBD

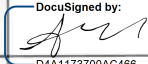

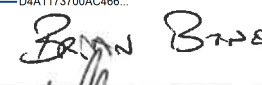
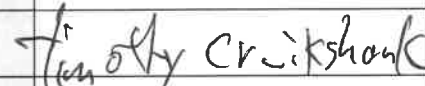

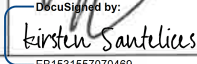
Total Expense Amount: \$ TBD (includes registration, tuition, fees, required books and other materials to a maximum of \$13,650.)

2. In consideration of payment of these expenses, Employee agrees to the following:
 - If Employee is unable to complete this course due to what the City considers extenuating circumstances (such as your illness or the illness of a family member) and Employee receives a tuition or materials refund, Employee agrees to give the full refund to the City via personal check within one week of receipt.
 - If Employee voluntarily terminates employment with the City prior to completing the course, Employee will refund the entire amount of the educational expenses provided to Employee.
 - If Employee voluntarily terminates employment with the City after completion of the course and prior to completing 1 consecutive year of active employment, Employee will refund the entire amount of the educational expenses provided to Employee.
 - If Employee voluntarily terminates employment with the City after completion of the course and prior to completing 1 ½ years of employment, Employee will refund a prorated share of the educational expenses provided to Employee. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left in months from

1 ½ years that Employee did not continue working. For example, if Employee receives the maximum of \$2,500 for an educational course and works only nine months after completion of the course, Employee will refund 25% of the \$2,500 or \$625 (three months not served divided by 12 months equals 25%).

- If Employee is terminated for cause due to disciplinary or performance issues, Employee will refund a prorated amount based on the total amount of educational expenses provided divided by the percentage of time left in months from 1 ½ years that Employee did not continue working.
- If Employee’s employment is terminated while any amounts to be repaid are outstanding, the City may deduct such amounts from Employee’s final paycheck or from other amounts otherwise payable to the Employee by the City.

3. This educational expense agreement creates no contract of employment between Employee and the City. Employee may terminate their employment with the City at any time with or without cause, and the City may terminate their employment at any time according to the mutually agreed upon CBA between Employee and the City.

Employee Name:	Alice White, Assistant Police Chief	Employee Signature:	 DocuSigned by: D4A1173700AC466...	Date:	10/21/2022
LELS Business Agent:		Business Agent Signature:		Date:	10/20/2022
City Manager Name:		City Manager Signature:		Date:	10/20/2022
HR Director Name:	Kirsten Santelices	HR Director Signature:	 DocuSigned by: EB1531557070469...	Date:	10/25/2022

Additional MOU'S

**HIRE AND RETENTION INCENTIVE
MEMORANDUM OF UNDERSTANDING**

Between the CITY OF GOLDEN VALLEY

and

LAW ENFORCEMENT LABOR SERVICES, LOCAL #27

LAW ENFORCEMENT LABOR SERVICES, LOCAL #304

LAW ENFORCEMENT LABOR SERVICES, LOCAL #485

Background

The City of Golden Valley Police Department, currently faces challenges to recruit and retain licensed peace officers. In an effort to address these problems, the City of Golden Valley and LELS have agreed to the following one-time incentive programs. This MOU replaces and supersedes the MOU between the parties dated August 3, 2022.

Timeframe

All incentives described below are effective January 1, 2023 through December 31, 2023. This MOU will not be used as evidence of any past practice or precedent with respect to future benefits or retention incentive pay to Members. The parties agree that they will not negotiate the terms of these or any similar incentives as part of any contract negotiation occurring during the term of the incentives described herein.

Hire Incentive

The City will pay a one-time \$10,000 hire incentive (the "Hire Incentive") lump sum to each licensed peace officer with at least one year of experience working as a licensed patrol officer that is hired by the City. The Hire Incentive shall be distributed to the employee in two separate payments as follows:

- A first payment of \$5,000 will be paid to the employee upon successful completion of FTO.
- A second payment of \$5,000 will be paid to the employee upon completion of the probationary period.

A licensed peace officer employee hired between August 3, 2022 and December 31, 2023 will be eligible for the Hire Incentive. Licensed peace officers hired after December 31, 2023 shall not be eligible for the Hire Incentive.

If the employee resigns or is released from employment prior to any of the dates for the payments, the employee shall not receive any Hire Incentive payments due after the employee's resignation or termination date.

To be eligible for Hire Incentive pay, employees must not have been subject to discipline that results in termination or suspension during the six-month period preceding the payment date.

A new employee that receives any portion of the Hire Incentive shall not be eligible for the Retention Incentive described below.

Retention Incentive

- The City of Golden Valley will pay a \$3,000 Retention Incentive lump sum to all licensed peace officers who
 - are in active payroll status (not unpaid leave status) on October 1, 2022;
 - have worked at least 30 shifts between June 22, 2022 and October 1, 2022; and
 - have not been subject to discipline that results in termination or suspension between June 22, 2022 and October 1, 2022.
- The City of Golden Valley will pay a second \$2,000 Retention Incentive lump sum to all licensed peace officers who
 - are in active payroll status (not unpaid leave status) on July 1, 2023;
 - have worked at least 117 shifts as a sworn officer between October 1, 2022 and July 1, 2023; and
 - have not been subject to discipline that results in termination or suspension between October 1, 2022 and July 1, 2023.
- The City of Golden Valley will pay a third \$5,000 Retention Incentive lump sum to all licensed peace officers who
 - are in active payroll status (not unpaid leave status) on December 31, 2023;
 - have worked at least 48 shifts as a sworn officer between July 1, 2023 and December 31, 2023; and
 - have not been subject to discipline that results in termination or suspension between July 1, 2023 and December 31, 2023.

If the employee resigns or is released from employment prior to any of the dates for the payments, the employee shall not receive any Retention Incentive payments due after the employee's resignation or termination date.

Employees that are the subject of an internal affairs investigation are eligible for Retention Incentive pay at the conclusion of the investigation provided they meet all of the requirements described above.

Employees on a leave of absence, whether paid or unpaid, are eligible for Retention Incentive pay upon return to work provided they meet the all of the requirements described above.

For the City

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Timothy J. Cruikshank, City Manager
3/9/2023

For Law Enforcement Labor Service, Local #27

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Tim Gannon, Business Agent
3/9/2023

For Law Enforcement Labor Service, Local #304

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Adam Burnside, Business Agent
3/9/2023

For Law Enforcement Labor Service, Local #485

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Brian Bone, Business Agent
3/10/2023