

LABOR AGREEMENT

between

The City of Golden Valley, Minnesota



and

Law Enforcement Labor Services



Representing: Community Service Officers

Union Local #525

AUGUST 3, 2022 - DECEMBER 31, 2024

Table of Contents

LABOR AGREEMENT.....0
 The City of Golden Valley, Minnesota0
ARTICLE 1: PURPOSE OF AGREEMENT2
ARTICLE 2: RECOGNITION.....2
ARTICLE 3: DEFINITIONS2
ARTICLE 4: SAVINGS CLAUSE.....3
ARTICLE 5: UNION SECURITY3
ARTICLE 6: EMPLOYER AUTHORITY3
ARTICLE 7: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.....4
ARTICLE 8: SENIORITY.....6
ARTICLE 9: DISCIPLINE7
ARTICLE 10: PROBATIONARY PERIODS7
ARTICLE 11: WORK SCHEDULES.....8
ARTICLE 12: WAGES.....8
ARTICLE 13: PAID TIME OFF (PTO).....9
ARTICLE 14: PAID PARENTAL LEAVE9
ARTICLE 15: HOLIDAYS.....9
ARTICLE 16: OVERTIME PAY10
ARTICLE 17: COURT TIME.....10
ARTICLE 18: STANDBY PAY10
ARTICLE 19: CALL BACK11
ARTICLE 20: FUNERAL LEAVE.....11
ARTICLE 21: SEVERANCE PAY11
ARTICLE 22: EDUCATION COMPENSATION11
ARTICLE 23: INSURANCE.....11
ARTICLE 24: SAFETY12
ARTICLE 25: UNIFORMS.....12
ARTICLE 26: WAIVER.....12
ARTICLE 27: INJURY ON DUTY.....12
ARTICLE 28: DURATION12

**LABOR AGREEMENT
COMMUNITY SERVICE OFFICERS
between
The City of Golden Valley, Minnesota
and
Law Enforcement Labor Services**

This AGREEMENT dated February 7, 2023, is entered into by and between the City of Golden Valley, Minnesota, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Local No. 525, representing the Golden Valley Community Service Officers, hereinafter called the UNION.

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

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 August 3, 2022, Case No. 22PCE2073 and described as:

- All non-licensed EMPLOYEES employed by the City of Golden Valley Police Department, Golden Valley, Minnesota, in the job classifications of Community Service Officer I, Lead Community Service Officer, and Community Service Officer II, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

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: DEFINITIONS

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

- 3.1 Union: Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No.525
- 3.2 Employer: The City of Golden Valley, Minnesota
- 3.3 Department: The City of Golden Valley Police Department
- 3.4 Chief: The Chief of the City of Golden Valley Police Department

- 3.5 Union Member: A member of Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No. 525
- 3.6 Union Steward: The employees elected or appointed by Law Enforcement Labor Services, Inc. and Law Enforcement Employees' Union, Local No. 525
- 3.7 Employee: An employee whose job classification is covered by the exclusively recognized bargaining unit
- 3.8 Base Pay Rate: The employee's hourly pay rate
- 3.9 Overtime: Work performed at the express authorization of the EMPLOYER in excess of 40 hours per week
- 3.10 Scheduled Shift: A consecutive work period including breaks
- 3.11 Holiday Pay Rate: One and one-half (1½) times the EMPLOYEE'S regular base pay rate

ARTICLE 4: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States and the State of Minnesota, and the policies of the City of Golden Valley. 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 5: UNION SECURITY

- 5.1 In recognition of the UNION as the exclusive representative the EMPLOYER shall:
 - a. Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all EMPLOYEES authorizing in writing such deduction
 - b. Remit such deduction to the UNION
 - c. Allow the EMPLOYEES 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
 - d. post all promotional opportunities within the Bargaining Unit; publish the method by which promotions shall be made within the Bargaining Unit; and make copies of all work rules and regulations available to EMPLOYEES
- 5.3 The UNION may designate certain EMPLOYEES in the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice and of any changes in stewards.
- 5.6 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of section 5.1 of this ARTICLE.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 It is recognized and accepted by the UNION and the EMPLOYER that the management, direction, and control of the Police Department and its personnel are exclusively the function of the EMPLOYER. The exercise of the City's management rights shall take place "without

hindrance or interference by the UNION,” except as limited by the terms of this AGREEMENT. The EMPLOYER’S management rights include, but shall under no circumstances be construed to be limited to, the right to:

- a. Manage the operation of the Police Department 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 disciplinary action.
- b. Lay off EMPLOYEES.
- c. Demote, suspend, discipline or discharge EMPLOYEES.
- d. Make such operating changes as deemed necessary by the EMPLOYER for the efficient, economical operation of the City, including but not limited to the right to sub-contract work performed by members of the Bargaining Unit, to change the normal work week, the length of the normal work day, hours of work, the beginning or ending time of each shift or assignment and the number of shifts to be operated.
- e. Determine the organizational structure, number of personnel and the assignment of duties, including the right to increase, decrease, or change duties.
- f. Establish functions, programs, its overall budget, and the utilization of technology.
- g. Promulgate work rules and regulations.

6.2 Any specifically enumerated management right not limited by the terms of this AGREEMENT shall not be eligible to be grieved by the UNION.

6.3 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 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 Continuity of Operations: In the event of a 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.

7.3 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.

7.4 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have

notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.5 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

- 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 this 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.

7.6 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) days following the 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 them by the parties to this and shall have no authority to make a decision on any other matter not submitted to them. 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.

7.7 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.

7.8 Choice of Remedy: If, as a result of the EMPLOYER response in Step 2, 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 to Step 3 of this ARTICLE or a procedure such as Veteran's Preference or other employment laws.

If appealed to any procedure other than Step 3 of this ARTICLE, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved EMPLOYEE shall indicate in writing which procedure to utilize Step 4 of this ARTICLE or another appeal procedure and shall sign a statement that the choice of any other procedure precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of this ARTICLE.

ARTICLE 8: SENIORITY

Seniority is defined as the length of continuous service beginning with an EMPLOYEE'S date of hire under any job classification covered by ARTICLE 2 RECOGNITION.

8.1 Seniority will be the determining factor for recall and layoffs only when all job relevant factors are equal.

- 8.2 Layoff: If the EMPLOYER eliminates a job classification or position and an incumbent EMPLOYEE is reassigned to another job classification covered by this agreement, the EMPLOYEE shall retain the seniority earned in the previously held job classification.
- 8.3 Recall: Seniority will be the determining criterion for recall when job relevant qualifications are equal. Recall rights under this provision will continue for twelve (12) months from the date of layoff. Recalled EMPLOYEES shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 8.4 Job Elimination: If the EMPLOYER eliminates a job classification and an incumbent EMPLOYEE is reassigned to another job classification covered by this agreement, the EMPLOYEE shall retain the seniority earned in the previously held job classification. An EMPLOYEE with seniority in a previously held position may move to that position in the event of job elimination or layoff.

ARTICLE 9: DISCIPLINE

- 9.1 The EMPLOYER will discipline EMPLOYEES only for just cause.
- 9.2 Discipline shall be in one of the following forms: oral reprimand, written reprimand, suspension, demotion, or discharge.
- 9.3 EMPLOYEES may request to have a representative present when the employee reasonably believes a discussion with a supervisor may lead to discipline. The employee is responsible for requesting a representative and assuring that the representative's availability shall not unduly delay the questioning. Presence of the representative may be in person or by electronic means.
- 9.4 The EMPLOYER shall provide the EMPLOYEE a copy of all written reprimands, notices of suspension or demotion and notices of discharge which are to become part of an Employee's personnel. The EMPLOYEE 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.
- 9.5 Upon written notice and authorization by the EMPLOYEE to the EMPLOYER, the EMPLOYER shall provide the UNION a copy of all written warnings, suspensions, demotions, and terminations.

ARTICLE 10: PROBATIONARY PERIODS

- 10.1 All new EMPLOYEES and EMPLOYEES promoted to a position of greater responsibility shall serve a twelve (12) month probationary period.
- 10.2 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 EMPLOYEE shall be returned to their previous position if the promoted EMPLOYEE fails to complete the probationary period with satisfactory performance. Whether the employee's performance was satisfactory shall be determined 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: WORK SCHEDULES

- 11.1 The sole authority for work schedules is the EMPLOYER. The normal workday for an EMPLOYEE(S) shall be set by the EMPLOYER. Employees will be given a 7 day notice of schedule changes initiated by the EMPLOYER.
- 11.2 Authorized leave time shall be calculated on the basis of the actual length of time of the assigned shift.
- 11.3 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.
- 11.4 The normal work year is two-thousand and eighty (2,080) hours for 40 hour per week schedules, to be accounted for by each EMPLOYEE through:
 - a) Hours worked on assigned shifts.
 - b) Holidays.
 - c) Assigned training.
 - d) Authorized leave time.

ARTICLE 12: WAGES

- 12.1 The following wage schedule will be in effect from August 3, 2022, through December 31, 2022. A 3% increase is effective January 1, 2023. A 3% increase will be effective January 1, 2024.

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	Community Service Officer	\$21.60	\$22.66	\$23.77	\$24.93	\$26.15	\$27.44	\$28.78
4	Lead Community Service Officer	\$22.90	\$24.02	\$25.20	\$26.43	\$27.73	\$29.08	\$30.51

- 12.2 Step movement from Steps 1 through 7 shall be made annually on the EMPLOYEE’s anniversary date upon receiving a satisfactory or better performance appraisal. The City reserves the right to start EMPLOYEES at levels beyond the starting salary and to advance EMPLOYEES through the steps faster than indicated. Employees who do not receive their evaluation in time to receive their step increase, will have been deemed to have a satisfactory performance and shall receive the step movement. Employees have the right to grieve an unsatisfactory performance appraisal that impacts their step movement.
- 12.3 Bilingual Pay. EMPLOYEES with multilingual skills (i.e. speak English and at least one other language fluently) shall receive \$100 per month incentive.
- 12.4 FTO Program: Employees working as Field Training Officers shall receive three (3) hours of straight time pay or three (3) hours accrued time for each 10-hour period so worked.
- 12.5 Restorative Practices Training. Employees who complete Restorative Practices Training will receive a one-time incentive of five hundred dollars (\$500).

12.6 PEACE Commission. Employees who apply and are appointed to the PEACE Commission will receive fifty dollars (\$50) per month and time attending PEACE Commission meetings will be considered as time worked. Employees are expected to serve at least one full year on the commission.

ARTICLE 13: PAID TIME OFF (PTO)

13.1 All EMPLOYEES shall participate in the City's PTO plan. PTO is based upon service in the prior years and 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	4.00	9.23	348	232
Over 5	22	6.77	4.00	10.77	408	272
Over 11	23	7.08	4.00	11.08	420	280
Over 12	24	7.38	4.00	11.38	432	288
Over 13	25	7.69	4.00	11.69	444	296
Over 14	26	8.00	4.00	12.00	456	304
Over 15	27	8.31	4.00	12.31	468	312
Over 16	28	8.62	4.00	12.62	480	320
Over 17	29	8.92	4.00	12.92	492	328
Over 18	30	9.23	4.00	13.23	504	336
Over 19	31	9.54	4.00	13.54	516	344
Over 20	32	9.85	4.00	13.85	528	352

13.2 EMPLOYEES shall have all of the rights and benefits granted in the Employee Handbook with respect to PTO use and Payout (*see* Time Away from Work section of City Employee Handbook).

ARTICLE 14: PAID PARENTAL LEAVE

EMPLOYEES shall be eligible for pregnancy and parenting leave granted in the Employee Handbook (*See* Time Away from Work Section of Employee Handbook). Employees will maintain the benefit as of 12/31/2022, the benefit may only be diminished upon mutual agreement of the parties.

ARTICLE 15: HOLIDAYS

Work schedules for EMPLOYEES are made up without regard for weekends and holidays. In view of this fact, each EMPLOYEE is granted 13 additional days leave each year in lieu of holidays. Holiday leave is added to PTO 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 that one holiday may be carried over to the following year.

Work on January 1, Martin Luther King Day, Presidents' Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day

will be compensated at the rate of one and one-half (1½) the Employee's regular rate of pay for all hours worked on these holidays plus holiday time.

ARTICLE 16: OVERTIME PAY

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

16.2 EMPLOYEES earning overtime shall, at the end of each payroll period inform their supervisor whether they wish to take the overtime hours in pay or time off (referred hereto as accrued time); shall receive one and one-half (1½) hours off for each overtime hour worked. EMPLOYEES shall be allowed up to a maximum of sixty (60) hours of accrued time. Voluntary overtime may be taken off as accrued time only with the EMPLOYER approval.

ARTICLE 17: COURT TIME

17.1 An EMPLOYEE who is scheduled to appear in court during their off-duty time shall receive a minimum of four (4) hours straight time pay or pay at 1 ½ times the EMPLOYEE's rate for the actual number of hours spent in court, whichever is greater. An extension or early report to a regularly scheduled shift does not qualify the EMPLOYEE for the minimum. When an EMPLOYEE is notified of a cancellation of a court appearance less than 24 hours before the scheduled appearance, four (4) hours of straight time shall be paid. When an EMPLOYEE is notified of a cancellation of a court appearance more than 24 hours prior to the scheduled appearance, no court time shall be paid. An EMPLOYEE who is required to appear in Court during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the EMPLOYEE'S base pay rate. An extension or early report to a regularly scheduled shift for a Court appearance does not qualify the EMPLOYEE for the three (3) hour minimum.

17.2 EMPLOYER shall reimburse EMPLOYEES for necessary parking fees when court appearances are required.

ARTICLE 18: STANDBY PAY

18.1 An EMPLOYEE required by the EMPLOYER to standby shall be paid for such standby time at the EMPLOYEE'S base rate of one hour pay for each hour on standby, with a minimum of two (2) hours of pay. Standby status shall be documented by subpoena or other written form notifying the EMPLOYEE when the EMPLOYEE is required to standby. If an EMPLOYEE'S standby status is canceled more than 24 hours in advance of the scheduled standby, no standby compensation shall be payable. If canceled within 24 hours of the scheduled standby, the EMPLOYEE shall be paid as if they had been on standby as scheduled.

ARTICLE 19: CALL BACK

19.1 An EMPLOYEE called in for work at a time other than a normal scheduled shift will be compensated for a minimum of three (3) hours pay, at one and one-half (1-1/2) times the EMPLOYEE'S base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the EMPLOYEE for the three (3) hour minimum. An EMPLOYEE called back to work outside of their regularly scheduled shift shall be paid for a minimum of three (3) hours at 1 ½ times their regular base rate of pay. Nothing in this section shall be construed to prevent EMPLOYER from requiring an EMPLOYEE to report early to their shift, which time shall be compensated as straight time provided the total hours worked do not exceed the EMPLOYEE'S normally scheduled hours.

ARTICLE 20: FUNERAL LEAVE

Up to five (5) days leave with pay without deduction from PTO shall be granted to death of spouse, child/stepchild. Up to three (3) days 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:

- parent
- mother-in-law/father-in-law
- sister/brother
- sister-in-law/brother-in-law
- son-in-law/daughter-in-law
- grandparents
- grandparents-in-law
- grandchildren
- stepparents and/or legal guardians

ARTICLE 21: SEVERANCE PAY

21.1 Termination removes job rights and benefits and rehire status benefits as with a new Employee. EMPLOYEE'S who voluntarily leave the City in good standing shall be eligible for termination pay equal to a 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, EMPLOYEE'S 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 22: EDUCATION COMPENSATION

22.1 EMPLOYEE'S will be eligible for the same Tuition Reimbursement Program as offered by the EMPLOYER to other City employees.

ARTICLE 23: INSURANCE

23.1 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 2021. The City will contribute the same dollar

amount per month in 2023 and 2024 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 2021. The City shall make health insurance coverage, including the City insurance contribution, effective the first of the month following the employee's start date.

23.2 The City will provide Long Term Disability Insurance to the EMPLOYEES.

ARTICLE 24: SAFETY

The EMPLOYER agrees to promote safe and healthful working conditions. EMPLOYER and UNION agree to jointly encourage EMPLOYEES to work in a safe manner.

ARTICLE 25: UNIFORMS

The City will provide uniforms and equipment, including the purchase of any required accessories and footwear.

ARTICLE 26: WAIVER

26.1 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.

26.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.

ARTICLE 27: INJURY ON DUTY

An EMPLOYEE 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 EMPLOYEES's regular pay and Worker's Compensation insurance payments for a period not to exceed seven hundred twenty (720) hours per injury, not charged to the EMPLOYEE'S vacation, sick leave or other accumulated paid benefit, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the EMPLOYEE'S PTO account less Worker's Compensation insurance payments.

ARTICLE 28: DURATION

This AGREEMENT shall be effective as of August 3, 2022 and shall remain in full force and effect until the 31st day of December 2024.

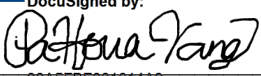
[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 7th day of February, 2023.


For Law Enforcement Labor Services and Law Enforcement Non-Licensed Essential Employees:

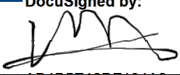
DocuSigned by:

6560939ED0B94DA...
Jay Maher, Business Agent

DocuSigned by:

98A5FBF061614A9...
Pa Vang, Union Steward

For the City of Golden Valley:

DocuSigned by:

4F895EEBDEB74C3...
Shepard M. Harris, Mayor

DocuSigned by:

AD1B5E12DF104A2...
Timothy J. Cruikshank, City Manager