

**LABOR AGREEMENT
BETWEEN
SERGEANTS
(LELS LOCAL #304)
AND
THE CITY OF GOLDEN VALLEY
2023-2024**

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**LABOR AGREEMENT
SERGEANTS
2023-2024**

This Agreement dated March 7, 2023 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 #304 representing the Golden Valley Police Sergeants, 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 304 (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 304 to which this contract applies.

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees and the Union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement is a pledge of this dedication.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179.71, Subdivision 3, for all employees of the Golden Valley Police Department bargaining unit as identified by the Bureau of Mediation Services, certification of Exclusive Representative dated January 1, 1982, Case No. 82-PR-277-A.

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination.

ARTICLE 3. EMPLOYER AUTHORITY

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

- a. Manage the operation through the selection and direction of the work force, including the right to hire and promote, transfer Employees to positions, departments and classifications both covered and not covered by this Agreement, except that no Employee shall be transferred out of the Bargaining Unit as a disciplinary action.

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

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

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

ARTICLE 4. UNION SECURITY

Section 1.

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

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of paragraph A of this Section.

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

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

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

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

ARTICLE 5. EMPLOYER SECURITY

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

purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

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

ARTICLE 6. EQUAL APPLICATION

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

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

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

ARTICLE 7. SAVINGS

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

Section 2. In the event that any provision of this Agreement shall be held to the contrary of law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1.

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

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

C. It is recognized and accepted by the Union and the Employer that the processing of grievances, as herein provided, is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received prior approval from the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

Step 1. An Employee who feels that the City has misinterpreted or misapplied any section of the Agreement in dealing with that Employee, should discuss his/her claim with the Employee's

immediate supervisor. This should 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 should complete the grievance notice sheet and submit it to the supervisor at the time of the discussion with the supervisor. The supervisor will respond, in writing, within 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 arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must provide the Employer with written communication within one-hundred eighty (180) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators as to whether or not the Union intends to proceed to arbitration. The one-hundred eighty (180) calendar days may be extended by written, mutual agreement by both parties.

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 4 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 4 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 patrol officer and/or sergeant with the Department since his/her 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 their position on the Civil Service list when hired. Time in grade shall mean an Employee's length of service in his or her current rank with the department since his/her last date of promotion. Time in grade may only be broken by the same acts as defined above for seniority. The Union shall prepare a time in grade list and a roster by time in grade, to be submitted to the Employer for approval and posting. When two or more Employees have the same time in grade list, their position on the time in grade list shall be determined by total seniority at the City as a sworn officer at the City.

Section 2. Lay Offs. When a reduction in the work force becomes necessary, the Employee with the least seniority shall be laid off first. The last Employee laid off shall be the first to be recalled for work. No new Employees shall be hired until the lay-off list has been exhausted. If a reduction in the number of sergeants becomes necessary, the sergeant with the least time in grade shall be permitted to bump back into a patrol officer's position with less departmental seniority.

Section 3. Probationary Employees. During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted Employee may be returned to his/her previous position at the sole discretion of the Employer. The probationary period shall be 1 year for promoted Employees and 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. A. Employees shall have the opportunity to request to have a representative present when a Garrity Warning is given prior to being questioned regarding a possible disciplinary action

Section 5. Employees may not be suspended without pay for more than sixty (60) working days in any calendar year.

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 and/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. This Section shall also not be used for the computation of overtime.

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

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

ARTICLE 13. COURT TIME

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

Section 2. 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 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, or if more than two days, 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 20.

ARTICLE 15. FUNERAL LEAVE

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

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

- 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 16. TERMINATION PAY

Termination removes job rights and benefits and rehire status benefits as with a new Employee. Settlement of all benefits for the Employees who have been laid off, retired, or whose actions were not a factor in their termination shall be made at termination as follows: Upon termination of service and after completion of five years of continuous service to the City as a full-time permanent Employee, an

Employee shall be entitled to receive in pay 1/3 of unused sick leave in addition to accrued annual leave. Also, after 10 years of service or PERA certifiable disability that results in termination of employment, such Employees shall receive one days' pay for each full year of service to the City. In the event of death, payment shall be made to the survivor.

ARTICLE 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. 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).

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

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

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 double their current accumulation from one calendar year to the next.

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

Section 5. Employees hired under the PTO plan are subject to the provisions under Article 20.

ARTICLE 19. HOLIDAYS

Work schedules for Employees are made up without regard for weekends and holidays. In view of this fact, each Employee is granted 13 days (with two of those days as an unnamed floating holidays) leave each year in lieu of holidays. Holiday leave is added to vacation/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 2 holidays may be carried over to the following year. Arrangements for taking vacation time must be arranged in advance with the supervisor in charge of the work schedule.

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

ARTICLE 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	4.0	9.23	348	232
Over 5	22	6.77	4.0	10.77	408	272
Over 11	23	7.08	4.0	11.08	420	280
Over 12	24	7.38	4.0	11.38	432	288
Over 13	25	7.69	4.0	11.69	444	296
Over 14	26	8.00	4.0	12.00	456	304
Over 15	27	8.31	4.0	12.31	468	312
Over 16	28	8.62	4.0	12.62	480	320
Over 17	29	8.92	4.0	12.92	492	328
Over 18	30	9.23	4.0	13.23	504	336
Over 19	31	9.54	4.0	13.54	516	344
Over 20	32	9.85	4.0	13.85	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.

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. Employees on Worker's Compensation shall continue to receive the

Employee's contribution to health insurance for the duration of the injury on duty on the same basis as an active employee.

ARTICLE 22. ADMINISTRATIVE LEAVE/LIGHT DUTY

The City recognizes that from time to time, as a result of traumatic incidents happening on the job, Police Sergeants 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 sergeant 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 sergeant 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 sergeant'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. STANDBY

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

ARTICLE 25. 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, including but not limited to second language training 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 has passed the course (if the course is graded, the Employee must receive a grade of “C” or better to be eligible for reimbursement) and is so certified to the City.
3. The Employee’s attendance at course sessions is satisfactory.
4. No other reimbursement is claimed or applied for from another agency or source.

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

ARTICLE 26. TRAINING

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

ARTICLE 27. SALARIES AND BENEFITS

Salary

Effective January 1, 2023, and subject to the market adjustment implementation plan below, hourly wage rates for grade 15 are as follows:

Step 1 (Start)	Step 2 (Yr. 1)	Step 3 (Yr. 2)	Step 4 (Yr. 3)	Step 5 (Yr. 4)	Step 6 (Yr. 5)	Step 7 (Yr. 6)
\$44.22	\$46.38	\$48.66	\$51.05	\$53.54	\$56.17	\$58.93

Effective January 1, 2024, monthly wage rates shall be increased by a minimum 3% COLA increase, which may be adjusted higher at the City’s discretion based on the City’s 2024 Budget.

Step increases normally occur on the date of the employee’s service anniversary in accordance with established city policies.

Education Incentive

Employees having completed a Bachelor’s degree will be paid \$210 per month. Employees having completed a Master’s degree will be paid \$260 per month. Incentive will only be paid for the highest degree completed and not compounded. To receive Education Incentive, the degree completed must be in a major field of study related to law enforcement. Employees shall provide their supervisor an official transcript, showing proof that degree has been completed.

Education Incentive shall be effective starting January 1, 2017. For employees completing a degree after January 1, 2017, payment will begin the first day of the pay period following the date the degree is completed. Maximum back pay of 90 calendar days will be paid out.

Detective Sergeant Premium Pay

The Police Chief may appoint a Sergeant into the role of Detective Sergeant. The assigned Detective Sergeant shall receive five percent (5%) additional compensation for the duration of the assignment.

Buyback of Comp Time

The City will buy back comp time paid at a straight hourly rate on a quarterly basis. Sergeants will, if they so choose, be allowed to carry over (20) comp hours into the next quarter.

Health Insurance

The City will contribute the same dollar amount per month in 2023 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 will contribute the same dollar amount per month in 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 2023.

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

City will provide uniforms and equipment. Employee(s) in the role of Detective Sergeant will receive a plain clothes allowance in the amount of \$950.00 per year to be paid quarterly.

Multilingual Pay. Employees with multilingual skills (i.e. speak English and at least one other language fluently) shall receive \$100 per month incentive.

Restorative Practices Training. Employees who complete Restorative Practices training will receive a one-time incentive of five hundred dollars (\$500).

Peace Commission. Employees who apply and are appointed to the Peace Commission will receive \$50/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 28. OVERTIME PAY

Section 1. Overtime shall be worked only at the specific authorization of the Employee's supervisor. Hours reimbursed at the overtime rate shall include callbacks and schedule extensions. These hours shall be compensated at one and one-half times the employee's base rate of pay for hours worked beyond the Employee's regularly scheduled work shift. Changes in shifts do not qualify the Employee for overtime. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice. Overtime shall be calculated to the nearest 1/10 of an hour.

Section 2. Employees earning overtime shall, at the end of each payroll period inform their supervisor whether they wish to take the hours in pay, or time off (referred hereto as accrued time); and shall receive one and one-half (1 1/2) hours off for each overtime hour worked and hour for hour for straight time worked. Accrued time shall be taken in the same manner as vacation time, or reimbursed as provided in this Agreement.

ARTICLE 29. CALL BACK

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

ARTICLE 30. DURATION

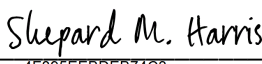
The term of this Agreement shall be from January 1, 2023 through December 31, 2024.

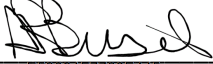
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SERGEANTS, LOCAL 304

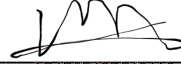
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Tom Buffie, President/Treasurer

CITY OF GOLDEN VALLEY

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Shepard M. Harris, Mayor

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Adam Burnside, Business Agent (LELS)

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Timothy J. Cruikshank, City Manager

MEMORANDUM OF UNDERSTANDING

To The 2023-2024 Labor Contract Between Golden Valley And Law Enforcement Labor Services, Inc. (Local #304) Sergeants

FIELD TRAINING OFFICER PAY

This Memorandum of Understanding (hereinafter, "MOU") is entered into between the City of Golden Valley (hereinafter, "City") and Law Enforcement Labor Services, Inc., Local #304 (hereinafter, "Union"), on behalf of the Sergeant bargaining unit.

WHEREAS, the City and Union are parties to a 2023-2024 collective bargaining agreement (hereinafter "CBA"); and

WHEREAS, the City desires to assign field training officer duties to members of the bargaining unit; and

WHEREAS, the CBA is silent on the compensation for these additional duties; and

WHEREAS, the parties addressed the matter in a prior Memorandum of Understanding and wish to continue it as modified.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree as follows:

Sergeants assigned as Field Training Officer shall receive one (1) and one-half hour of straight time pay or one (1) and one-half hour accrued time for each four (4) hour period actually worked.


The additional pay will remain in effect through December 31, 2023 or such earlier time that the Police Chief determines that Officers become sufficiently staffed with FTOs in order to address the existing hiring process and initial training need. The parties agree to meet and confer in November 2023 over extending this Memorandum of Understanding to December 31, 2024.


By entering into this Memorandum of Understanding, the parties are addressing a unique and limited term issue related to increased needs for field training officers during a temporary time of increased hiring. Accordingly, by entering into this Memorandum of Understanding, the City is not waiving or limiting any management rights and the Union is not waiving or limiting any right to negotiate over wages and terms and conditions of employment. Further the parties specifically agree that this Memorandum of Understanding and resulting application will not establish any precedent, may not be utilized as an aid to interpret existing language in the collective bargaining agreement or operate as evidence of a binding practice for the collective bargaining agreement to become effective on January 1, 2025 or any subsequent collective bargaining agreements.

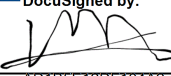
IN WITNESS WHEREOF, the parties have executed this MOU on this 7th day of March 2023.

FOR:
GOLDEN VALLEY

FOR:
LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL #304)
SERGEANTS

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Shepard M. Harris, Mayor

DocuSigned by:

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Tom Buffie, President/Treasurer

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Timothy J. Cruikshank, City Manager

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Adam Burnside, Business Agent (LELS)

Additional MOU'S

**MEMORANDUM OF AGREEMENT
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
LAW ENFORCEMENT LABOR SERVICES, LOCAL #525
LAW ENFORCEMENT LABOR SERVICES, LOCAL #524**

WHEREAS, the Minnesota Legislature initially enacted legislation making June 19th (Juneteenth) a state holiday with an effective date of August 2023, making Juneteenth a holiday in 2024; and

WHEREAS, in May 2023, the Minnesota Legislature amended legislation to make Juneteenth a state holiday in 2023; and

WHEREAS, the City is party to collective bargaining agreements (CBAs) with LELS Locals 27, 304, 485, 525, and 524 (the "Unions"); and

NOW, THEREFORE, for the reasons stated, the City and the Unions agree as follows:


- 1. Juneteenth shall be a recognized holiday as of June 19, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 6th day of June, 2023.


City of Golden Valley

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Denise La Mere-Anderson, Mayor Pro Tem

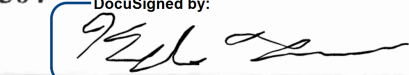
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Timothy J. Cruikshank, City Manager

Law Enforcement Labor Service, Local 27

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Colin Pennings, Union Steward



Tim Gannon, Business Agent

Law Enforcement Labor Service, Local 304

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Kyle Toavs, Union Steward

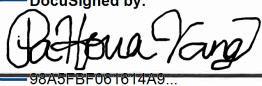

Adam Burnside, Business Agent

Law Enforcement Labor Service, Local 485

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Alice White, Union Steward


Brian Bone, Business Agent

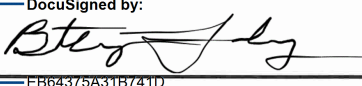
Law Enforcement Labor Service, Local
525

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Pa Vang, Union Steward


Jay Maher, Business Agent

Law Enforcement Labor Service, Local
524

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Brittany Froberg, Union Steward


Keith Terlinden, Business Agent

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

DocuSigned by:



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Brian Bone, Business Agent
3/10/2023