

LABOR AGREEMENT

BETWEEN

THE CITY OF ROBBINSDALE



City of Robbinsdale

AND

LAW ENFORCEMENT LABOR SERVICES, INC.



Representing:

POLICE CAPTAINS Local # 517

August 1, 2022 to December 31, 2023

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LABOR AGREEMENT
between
City of Robbinsdale
and
Law Enforcement Labor Services, Inc. Police Captains Local # 517

ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of , August 1, 2022, between the City of Robbinsdale, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called LELS.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution and disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2: RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, for all police personnel in the following job classification: Captains
- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 LELS: Law Enforcement Labor Services, Inc.
- 3.2 LELS MEMBER: A member of the Law Enforcement Labor Services, Inc. Local #517
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Robbinsdale Police Department.
- 3.5 EMPLOYER: The City of Robbinsdale.
- 3.6 CHIEF: The Chief of Police of the Robbinsdale Police Department.
- 3.7 LELS OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Local #517

- 3.8 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.
- 3.10 PROBATIONARY PERIOD: All newly hired, rehired and promoted employees will serve a probationary period of twelve months.
- 3.11 POST RETIREMENT HEALTH CARE SAVINGS PLAN:

The City will implement the Minnesota State Retirement System Post-Retirement Health Care Savings Plan (PRHCSP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. This plan is pursuant to Minnesota Statutes §352.98.

The Minnesota State Retirement System will determine all provisions of this plan and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

The mandatory employee contribution into the PRHCSP will be according to sections 18.5, 18.6, 20.8 and 20.12.

ARTICLE 4: EMPLOYER SECURITY

LELS agrees that during the life of this AGREEMENT that LELS will not cause, encourage, participate in, or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6: LELS SECURITY

- 6.1 The EMPLOYER shall deduct from wages of employees who authorize such a deduction in writing an amount necessary to cover monthly LELS dues. Such monies shall be remitted as directed by LELS.
- 6.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7: LELS RIGHTS

- 7.1 LELS may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 7.2 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 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.

8.2 UNION REPRESENTATIVES:

The EMPLOYER will recognize representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. LELS shall notify the EMPLOYER in writing of the names of such LELS representatives and of their successors when so designated as provided by Section 7.2 of this AGREEMENT.

8.3 PROCESSING OF A GRIEVANCE:

It is recognized and accepted by LELS and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when

consistent with such employee duties and responsibilities. The aggrieved employee and a LELS 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 that the employee and the LELS 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.

8.4 PROCEDURE:

Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure.

Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Police Chief. The Police Chief will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Police Chief final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by LELS and discussed with the City Manager Step 2 representative. The City Manager shall give LELS the EMPLOYER'S answer in writing within ten (10) calendar days following the City Manager final answer in Step 2. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by LELS may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER'S step 2 answer. If the grievance is submitted to mediation and not resolved, it may be appealed to arbitration within ten- (10) calendar days following the EMPLOYER'S final Step 3 answer.

Step 4: A grievance unsolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the State Bureau of Mediation Services.

8.5 ARBITRATOR'S AUTHORITY:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and LELS 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 decision shall be binding on both the EMPLOYER and LELS 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 LELS 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, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER:

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS 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 LELS in each step.

ARTICLE 9: SAVINGS CLAUSE

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

ARTICLE 10: SENIORITY

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department at the rank or grade of Captain. Seniority rosters will be maintained by the Chief.
- 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 or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER.
- 10.3 Seniority based on continuous time in grade will be the determining criterion for transfers, promotions, and layoffs only when all other job-related qualifications are equal.
- 10.4 The Police Chief reserves the right to design work schedules to meet department needs. Within the available shifts, senior employees based on time in grade, shall be given shift assignment preference.

ARTICLE 11: DISCIPLINE

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and LELS will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Grievances relating to this Article may be initiated by the Union in Step 3 of the Grievance Procedure.

ARTICLE 12: WAGES

12.1 The following base wage rate schedule shall be in effect from August 1, 2022, until December 31, 2023. Effective August 1, 2022, the wage table for Captains will be adjusted. The seven-step schedule will be reduced to four steps. The procedure is as follows.

Effective, January 1, 2022, the wage schedule is as follows:

Step	Wage
1	\$48.84
2	\$50.55
3	\$52.32
4	\$54.14
5	\$56.62
6	\$58.00
7	\$60.03

Effective, August 1, 2022, steps 2, 4 and 6 are eliminated. The new wage schedule is as follows:

Step	Wage
1	\$48.84
2	\$52.32
3	\$56.62
4	\$60.03

Anyone who was at Step 2 in old schedule will be at Step 2 in the new schedule. Anyone who was at Step 4 in the old scheduled will be at Step 3 in the new schedule. Anyone who was at Step 6 in the old schedule will be at Step 4 in the new schedule. Captains will progress to the next step on the schedule on their anniversary date each year.

Effective January 1, 2023, the wage schedule is as follows: 3.25% plus 1% market adjustment

Step	2023 Wage
1	\$50.92
2	\$54.54
3	\$59.03
4	\$62.58

12.2 POST License. Employer shall reimburse to each employee the fee for the license required by M.S.A. 626.846, subdivision 1.

ARTICLE 13: INSURANCE

13.1 For 2022, the EMPLOYER will contribute up to a maximum of one thousand one hundred and seventy-five (\$1,175.00) each month per employee for insurance (group health and/or dental) for those selecting single, Employee + child (ren)- \$1,475; Employee+ spouse- \$1,475; Family- \$1,475; \$10,000 life or other similar benefits offered by the Employer.

The contract will be re-opened in 2023 to determine the monthly employer contribution. In addition, the EMPLOYER will contribute the difference between the cost of a \$10,000 term life and \$40,000 term life insurance policy through the city's group benefit provider.

13.2 Employees not choosing dependent coverage will receive the balance of the EMPLOYER benefit contribution in an EMPLOYER sponsored deferred compensation program or as taxable cash at employee's option.

ARTICLE 14: UNIFORMS

Effective January 1, 2023, the EMPLOYER will pay Captains an annual uniform allowance of \$1,000 per year in a lump sum on January 15. This amount is to cover all maintenance and replacement of an employee's uniform except bulletproof vest, firearm and holster, and Taser and holster. Employees are to maintain uniforms in good condition and to select uniform items from the department uniform list.

ARTICLE 15: WORKING OUT OF CLASS/ACTING CHIEF

15.1 An employee who is formally assigned to work out of class as acting Chief of Police shall be paid 5% above their normal base rate of pay for each day they spend working out of class.

ARTICLE 16: EXTRA DUTY PAY

16.1 An employee who is formally assigned to assume additional duties by the Chief of Police due to a vacancy in the Captain classification shall be paid 5% above their normal base rate of pay for each day they spend assigned to those additional duties.

ARTICLE 17: VACATION

17.1 All regular employees shall earn vacation at the rate of 80 hours vacation each year, during the first five years of service. Starting on the sixth year of employment through the tenth year, vacation shall be earned at a rate of 120 hours per year. After ten full years of service,

8 additional hours will be accrued each year to a maximum of 160 hours. After twenty full years of service, 8 additional hours will be accrued each year to a maximum of 200 hours. Vacation shall be earned for full calendar months of employment only.

- 17.2 Employees may carry over 40 hours more vacation leave than they would earn in the current year.
- 17.3 No employee shall be permitted to take vacation leave until after completion of the initial period of six (6) months of employment with the City; thereafter, vacation leave may be used as it is earned provided that the Chief of Police shall approve the time at which the vacation leave may be taken.
- 17.4 Vacation leave may not be waived for the purpose of receiving double pay.
- 17.5 Employees who leave the service of the City, for reasons other than retirement, after providing proper notice of their termination of employment shall be compensated for the amount of vacation leave accrued and unused at the date of their separation.
- 17.6 Employees who leave the service of the city, in good standing, eligible to receive PERA benefits either by retirement or disability and terminating from the City shall be compensated for the amount of vacation leave accrued and unused at the date of their separation. 100% of the vacation payout will be paid to the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System. The payment will be made at the time of termination.
- 17.7 One continuous vacation period shall be selected on the basis of seniority until March 15th of each calendar year.

ARTICLE 18: HOLIDAYS

- 18.1 The Employer shall provide ninety-six (96) hours of paid holiday time each year which may be used starting January 1. In the event the employee terminates employment with the City before December 31, the employee must reimburse the City for any holiday time used before the actual holiday. Employees shall be on the payroll on the workday immediately preceding and the workday immediately following a holiday to be eligible for that holiday pay.

Employees agree to furnish the City written authorization to deduct holiday pay from employees last paycheck for holiday time used before the holiday passes in the event the employee leaves employment prior to year-end.

- 18.2 An employee required to work any of the eleven (11) days listed below shall be allowed to choose between compensatory time at a rate of 1 hour off for every 2 hours worked or compensation at a rate of 1 hour pay per every 2 hours worked: (followed by the list of dates):

New Year's Day, January 1	Veteran's Day, November 11
Martin Luther King Day, 3 rd Monday in Jan.	Thanksgiving Day, 4 th Thursday in Nov.
President's Day, 3 rd Monday in Feb.	Friday after Thanksgiving
Memorial Day, Last Monday in May	Christmas Eve, December 24
Fourth of July	Christmas Day, December 25
Labor Day, 1 st Monday in September	

ARTICLE 19: SICK LEAVE

- 19.1 Sick leave shall be accrued at the rate of eight (8) hours for each calendar month of full-time employment or major fraction thereof.
- 19.2 Sick leave accrued may be utilized only after completion of the initial period of six (6) months of employment with the City.
- 19.3 Employees may take sick leave only for absence from duty as a result of personal illness, personal injury, disability related to childbirth, legal quarantine, personal doctor and dental appointments, serious illness in the immediate family or for a person regularly residing in the employee's immediate household where no other responsible adult is available to care for the ill family member.

Eligible employees (employees who have worked for the employer for at least 12 months) may use up to 160 hours of sick leave in a 12-month period for absences due to an illness or injury to the employee's immediate family member. Immediate family member, for the purposes of this section only, is defined as minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Medical certification is required when utilizing sick leave for an immediate family member.

- 19.4 Employees are required to follow the following four steps in order to be eligible for payment of sick leave pay.
 - a) Report immediately to his/her department heads the reason for his/her absence.
 - b) If the absence is more than twenty-four (24) working hours in length, the employee must keep his/her department head informed of his/her condition.
 - c) If required by the City Manager, employees must submit a proper medical certificate for absences exceeding twenty-four (24) working hours.
 - d) If any employee has been incapacitated for the period of his/her absence or a major part thereof, employee must provide medical evidence of his/her physical ability to perform his/her duties upon return.

- 19.5 Employees who claim sick leave when physically and mentally fit unless under specific provision of this agreement shall be subject to disciplinary action, including but not limited to transfer, suspension, demotion, or dismissal.
- 19.6 Worker's Compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave to the nearest multiple of one-half day.
- 19.7 The accumulation of sick leave to be carried over from year to year is limited to not more than nine hundred sixty (960) working hours.
- 19.8 Regular full-time employees, in good standing, that have sick leave accrued over 960 hours, and as of record on December 31, will be paid at the rate of four (4) hours for each eight (8) hours sick leave accumulated over nine hundred sixty (960) hours, not to exceed a maximum of forty-eight (48) hours pay for one (1) full calendar year. 100% of that will be paid to the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.
- 19.9 Employees who leave the service of the City in good standing after providing proper notice of their termination of employment shall be compensated for a percentage of accumulated sick leave at their current wage at the following rate:

After 20 years of service	50%
After 17 years of service	40%
After 13 years of service	35%
After 8 years of service	25%
After 2 years of service	15%

- 19.10 Employees using earned sick leave or vacation leave shall be considered to be working for the purpose of accumulating additional sick leave and vacation leave. This does not apply to termination or retirement leave payments.
- 19.11 Upon the death of a regular employee, his or her designated beneficiary shall be paid sick leave severance owed the employee pursuant to Section 20.9.
- 19.12 Employees who leave the service of the city, in good standing, eligible to receive PERA benefits either by retirement or disability and terminating from the City shall be compensated pursuant to Section 20.9. 100% of the eligible sick leave payout will be paid to the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System. The payment will be made at the time of termination.

ARTICLE 20: FUNERAL LEAVE

All full-time employees may be granted an additional twenty-four (24) hours per year, if necessary, for a death in the immediate family or a person regularly residing in the

employee's immediate household during each calendar year following successful completion of the probationary period. The employee may also use up to three (3) days sick leave that has been accrued if one of the following situations occurs:

1. A death in the immediate family or a person regularly residing in the employee's immediate household occurs prior to completion of probationary period.
2. An employee's spouse dies.
3. More than one death in the immediate family occurs in one year. Immediate family members, for purposes of funeral leave, are defined as:

Spouse, parent (including stepparent or legal guardian) child, (including stepchild/foster child), sibling (including step sibling), grandparent, grandchild, aunt/uncle, parent-in-law, grandparent in-law, brother/sister-in-law, and son/daughter-in-law.

Employees may use vacation or unpaid leave of absence to attend other funerals if approved by the department head. Funeral leave may be accrued from one year to the next. The accrual will be limited to forty-eight (48) hours with no more than twenty-four (24) per funeral. There will be no termination payment for unused funeral leave.

ARTICLE 21: INJURY ON DUTY

Employees injured while acting in a reasonable and prudent manner during the performance of their duties for the EMPLOYER and thereby incurring a physically disabling injury will be paid supplementary payments from the EMPLOYER equal to the difference between the total amount of all other EMPLOYER injury related benefits, i.e., Worker's Compensation, and the employee's normal net rate of pay, after subtraction of Federal and State withholding and retirement contributions, for a period not to exceed one hundred twenty (120) working days per injury. Such supplementary payments shall not be charged to the employee's vacation, sick leave or other accumulated paid benefits. Further, such supplementary payments will not begin until after a three- (3) working day initial waiting period per injury has passed. The three- (3) working day period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE 22: WAIVER


- 23.1 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.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this

AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and LELS each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 23: DURATION

This AGREEMENT shall be effective as of the 1 day of AUGUST 2022 shall remain in full force and effect until the 31st day of December 2023. In witness whereof, the parties hereto have executed this AGREEMENT on this 8 day of September, 2022.

FOR THE CITY OF ROBBINSDALE:




Tim Sandvik, City Manager

9/9/22

Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC:



Business Agent

09-08-2022

Date



Union Steward

09-08-2022

Date

MEMORANDUM OF UNDERSTANDING
Law Enforcement Labor Services, Inc. Local #517

and
City of Robbinsdale

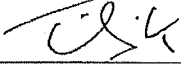
HEALTH CARE SAVINGS PLAN

Beginning in August 1, 2022, active employees will begin contributions into the Health Care Savings Plan (HCSP). The mandatory employee contribution into the HCSP will be \$75 deducted on a pre-tax basis each pay period.

The City has already implemented the Minnesota State Retirement System Post Employment Health Care Savings Plan (PEHCSP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service.

The Minnesota State Retirement System will determine all provisions of this plan and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

FOR THE CITY OF ROBBINSDALE:



Tim Sandvik, City Manager

9/8/22

Date

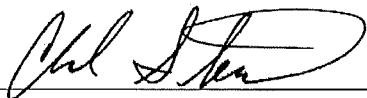
FOR LAW ENFORCEMENT LABOR SERVICES, INC: Local #517



Business Agent

09-08-2022

Date



Union Steward

09-08-2022

Date