

LABOR AGREEMENT

BETWEEN

THE CITY OF ST. PAUL PARK

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL#334

(Representing: Police Officers)

January 1, 2023 - December 31, 2025

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LABOR AGREEMENT
BETWEEN
LAW ENFORCEMENT LABOR SERVICES INC.
AND
THE CITY OF ST. PAUL PARK

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023 between the City of St Paul Park, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #334, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The EMPLOYER and the UNION through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of the City of St. Paul Park. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes Section 179A.03, Subd. 14 for police personnel in the following job classifications:

**Investigator
Sergeant
Police Officer**

ARTICLE III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. Local #334
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Local #334
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The St. Paul Park Police Department.

- 3.5 EMPLOYER: The City of St. Paul Park, Minnesota.
- 3.6 CHIEF: The Chief of Police.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #334

ARTICLE IV. EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement, neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate, or support any strike, slowdown, mass absenteeism, mass resignation, or other interruption of, or interference with the operation of the Department. In the event that an employee(s) violates this Article, the UNION shall immediately notify any such employee(s) in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws, and regulations of appropriate authorities.
- 5.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate, in accordance with applicable laws, and regulations or appropriate authorities.

ARTICLE VI. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as agreed upon between the EMPLOYER and the UNION.
- 6.2 The UNION 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.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for the posting of UNION notice(s) and announcement(s). Such announcements shall be submitted to the Chief for approval before posting.
- 6.4 The UNION shall represent all members of the Department fairly and without regard to membership or non-membership.

- 6.5 The UNION agrees to indemnity and holds 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 VII. SENIORITY

- 7.1 Seniority shall be determined by the employee's length of continuous employment with the City of St. Paul Park.
- 7.2 A reduction in the work force will be accomplished on the basis of seniority and classification. An employee to be laid off may bump an employee with less seniority in a lower paid classification previously held by the more senior employee. In the event of rehire, the last employee laid off shall be the first to be rehired.
- 7.3 Demotions, except for disciplinary reasons, will not result in a reduction of salary or benefits for said employee.

ARTICLE VIII. SCHEDULE/HOURS WORKED

- 8.1 Hours of Work: Hours of work shall be designated by the department head.
- 8.2 Normal Work Year: The normal work year is two thousand and eighty hours. In no case shall an employee work more than 2080 hours in any one calendar year at straight time (paid work time, compensatory time, vacation time, used sick time, holiday time and training time will be credited towards the 2080 hours).
- 8.3 Schedule Changes: The Chief may change an employee's work schedule after a proper notice is given to the employee and 72 hours has elapsed before the change is to take effect.

It is understood that the Chief may use the Sergeant position to cover open shifts in the schedule without consideration for overtime.

It is understood that the Sergeant may be allowed overtime when the Chief considers the number of continuous working days to be unreasonable.

It is understood that the Chief will not change an employee's working schedule for the purpose of discipline.

- 8.4 Shift Trades: A shift trade between department employees may be granted by the Chief if the trade is mutually agreed upon by both employees. Voluntary switching shifts shall not obligate the Employer for overtime pay.
- 8.5 Work Day: A day is defined as commencing at 0600 hours for the purposes of commencing a shift.

ARTICLE IX. WAGES

9.1 The EMPLOYER shall compensate employees in 2023, 2024-and 2025 the following manner. The steps are in one (1) year increments of service from date of hire.

For Calendar 2023:

4%	Police Officers		
	Steps	Hourly	Annual
	A. 82% of Top Patrol Officer	\$35.48	\$73,798.40
	B. 90% of Top Police Officer	\$38.95	\$81,016.00
	C. 95% of Top Police Officer	\$41.12	\$85,529.60
	D. 100% of Top Police Officer	\$43.27	\$90,001.60

Step D is after 3 years of continuous service

For Calendar 2024:

3.75%	Police Officers		
	Steps	Hourly	Annual
	A. 82% of Top Police Officer	\$36.82	\$76,585.60
	B. 90% of Top Police Officer	\$40.42	\$84,073.60
	C. 95% of Top Police Officer	\$42.67	\$88,753.60
	D. 100% of Top Police Officer	\$44.90	\$93,392.00

For Calendar 2025:

3.25%	Police Officers		
	Steps	Hourly	Annual
	A. 82% of Top Police Officer	\$38.02	\$79,081.60
	B. 90% of Top Police Officer	\$41.74	\$86,819.20
	C. 95% of Top Police Officer	\$44.06	\$91,644.80
	D. 100% of Top Police Officer	\$46.36	\$96,428.80

Sergeant

The Sergeant upon promotion shall receive 6% above Step D for the first year of service in the position. Thereafter, the Sergeant shall receive 12.5% above Step D.

Investigator

Investigator position is an assignment, not a promotion.
Position assigned by the Chief, with annual review of assignment.
Employee can be reassigned anytime by the Chief.
Investigator will work patrol shifts as assigned.
Investigator wage increase will only apply when the employee is an assigned investigator and will not apply when reassigned to another position.
Investigator position will pay an additional lump sum of \$350.00 a month. Overtime earned for this position shall be paid at the base rate and not calculated with the \$350.00 stipend.

Field Training Officer Pay

Employee's assigned to act as FTO's shall receive one (1) hour of compensation time for each shift spent training.

Longevity

Longevity pay is a supplemental, exceptional service payment above the salary range maximum to employees with specified years of service.

An employee's eligibility for longevity pay will be calculated from his/her date of employment as a full-time, licensed police officer with the City.

After completion of the fifth year and ending with tenth year of continuous service, an employee shall be paid 1% of the employee's base wage as of the anniversary date. After completion of the tenth year and ending with the fifteenth year of continuous service, and employee shall be paid 2% of the employee's base wage as of the anniversary date. After completion of the fifteenth year of continuous service, an employee shall be paid 4% of the employee's base wage as of the anniversary date.

Service must be continuous for an employee to be eligible for longevity pay, except for authorized leaves of absence. Military service with the armed forces of the United States will not be considered an interruption of employment as provided by state law.

Longevity pay rates will be effective on the first payroll period following the employee's anniversary date.

ARTICLE X. OVERTIME

- 10.1 **DEFINITION:** Overtime is defined as any hours of work which deviate from an employee's posted or normal work schedule as described in ARTICLE VIII, unless such deviation is voluntary on the part of the employee or is caused by the application of the provisions of Section 8.3, in which case no overtime shall be deemed to have been worked. All overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay including all additions to salary. Each employee will be entitled to overtime compensation for request to arrive early or extend beyond the normal work day. Time will be calculated to the nearest half hour.

Employees will have the option of taking overtime pay or compensatory time (comp time) off for overtime hours worked or accumulated. Employees may cash in comp time during the year but will not be allowed to carryover hours into the next calendar year. Comp time may be used as time off with prior approval of the Chief.

- 10.2 **COURT TIME:** An Employee who is scheduled to appear in court during their off duty time shall receive a minimum of four (4) hours overtime for the court appearance. A shift extension or early report to a regularly scheduled shift does not qualify the Employee for the minimum.

If an employee's court appearance is cancelled after 6pm on the previous business day to the court appearance, the Employee shall receive a minimum of three and one half (3 ½) hours overtime.

- 10.3 **CALL BACK:** Employees called to work during scheduled off duty hours shall be compensated at a minimum rate of one and one-half (1½) hours for every hour worked with a minimum of four (4) hours. The four (4) minimum shall not apply when such a call to work is an extension of or early report to a scheduled shift.

ARTICLE XI. PAID ABSENCES

- 11.1 **Sick Leave:** Sick leave will be earned at a rate of eight (8) hours per calendar month of service for full-time employees and credited the first day of the month following a full month of service. Sick leave shall accumulate to a maximum of 1000 hours. Sick leave shall be granted for actual sickness, temporary physical disability, illness in the immediate family, or quarantine, and any surgical procedure.

Once the maximum has been reached, any further accrual of sick leave will be split, one-half recorded as annual leave, and the other one-half will be recorded for use in the event of an extended illness as deferred sick leave. Deferred sick leave may be used for extended illness when all regular sick leave has been exhausted.

- 11.2 **Funeral Leave:** A maximum of three (3) days leave will be granted when a death occurs in an employee's family; namely, husband, wife, partner, son, daughter, father, mother, father-in-law, and mother-in-law, brother, sister, son/daughter-in-law, brother/sister-in-law, aunt, uncle, grandparent, or grandchild provided the employee attends the funeral. Two (2) additional sick or vacation days may be allowed when travel is necessary, subject to the approval of the Chief or City Administrator.
- 11.3 **Jury Duty:** An employee called to serve on jury duty shall receive the difference between jury fees and his/her normal workday pay.

ARTICLE XII. HOLIDAYS

- 12.1 All employees shall be granted the following holidays:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Juneteenth	Veteran's Day
Presidents Day	Independence Day	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day

- 12.2 All employees shall be entitled to two (2) floating personal days which shall be used at the employee's discretion, providing he/she shall have prior approval from the Chief. A personal day consists of eight (8) hours.

- 12.3 An employee scheduled to work more than five (5) holidays as listed in 12.1 shall be paid his/her regular salary including additions to salary plus double time for each holiday worked in excess of the five (5) days.
- 12.4 Employees receive eight (8) hours of holiday pay for each holiday listed in the current contract. Each employee working a shift on a listed holiday will receive additional holiday pay at time and one half for the hours worked.

ARTICLE XIII. VACATIONS

- 13.1 An employee employed twelve (12) months a year shall receive paid vacation in accordance with the following schedule:
- 0-10 years of service 120 hours
11-20 years of service 8 additional hours per year to a maximum of 192 hours
- 13.2 Each employee shall be credited the entire annual amount of vacation time at the start of each calendar year, though not yet earned, and will be entitled to use the entire vacation at the request of the employee and approval of the Chief.
- 13.3 If an employee leaves the City after using up to the full amount of vacation credited, the City may prorate the vacation time earned and subtract the unearned amount from the employee's last payroll check, or severance pay.
- 13.4 **Vacation Selection:** Vacation may be taken at any time during the work year after approval from the Chief. The selection of vacation periods shall be by seniority until April 1st of that year.
- 13.5 **Vacation Usage:** An employee, with City approval, may carryover up to 200 hours of vacation to the subsequent year.
- 13.6 **Vacation Compensation:** Vacation compensation shall be paid at the employee's current base salary.
- 13.7 **Separation:** Employees who are terminated or resign from employment will be compensated for all unused vacation provided that employees who resign have given at least fourteen (14) calendar days written notice of resignation. The employee shall receive all of the accumulated vacation time earned and be compensated at the employee's current rate of pay including all additions to salary.

ARTICLE XIV. INSURANCE

- 14.1 The City shall furnish the employees a health, medical and dental insurance policy, paying costs effective January 1, 2023 of \$1,675.00 per employee, per month for Employees taking family medical coverage, and \$1,175.00 per employee, per month for Employees choosing single medical coverage or those who waive coverage for 2023, and

effective January 1, 2024 of \$1,750.00 per employee, per month for Employees taking family medical coverage, and \$1,225.00 per employee per month for Employees choosing single medical coverage or those who waive coverage for 2024, and effective January 1, 2025 of \$1,825 per employee, per month for Employees taking family medical coverage, and \$1,225.00 per employee per month for Employees choosing single medical coverage or those who waive coverage for 2025. This policy includes \$10,000.00 Employee Life Insurance.

The employee is entitled to allocate the City contribution to pay for optional benefits as defined in the cafeteria plan. To the extent the employee does not allocate any amount of the City contribution to other benefits; the employee may elect to deposit the unallocated amount of the contribution into an approved deferred compensation plan, to include the Minnesota Retirement System Deferred Compensation Plan.

- 14.2 For each year of service, the City shall contribute five percent (5%) of the cost of health insurance premiums for those employees who have retired from service with at least Twenty (20) years of continuous service and have reached the age of fifty-five (55). Employees must be currently eligible for Employer health care insurance and for PERA Retirement.

The City contribution shall not exceed \$200 monthly and can only be applied to the City Sponsored Medical Plan. The City contribution applies only to the cost of individual employee coverage. No City contribution will be made after the employee reaches age sixty-five (65).

ARTICLE XV. TUITION REIMBURSEMENT

The City will pay 100% of the costs for tuition and books for approved work related coursework, up to a maximum of \$700.00 per annum. The course must be approved prior to enrollment by the City Administrator. The City will reimburse the cost of tuition and books upon successful completion of the course with a grade "C" or better. Forms will be available from the City Administrator.

ARTICLE XVI. UNIFORMS

- 16.1 All full-time employees shall be entitled to an annual uniform allowance of \$1,000 for 2021 & 2022 as subject to IRS guidelines Two hundred (\$200.00) dollars of the allowance may be carried over in the next calendar year.
- 16.2 Upon commencing employment, newly hired employees shall receive an initial issue of necessary uniform items at no cost. New hires will not qualify for uniform allowance until they complete one year of service. The uniform allowance will be prorated. If an employee does not complete the required probationary period, all uniforms and equipment will be returned to the Employer.
- 16.2 SRT members shall receive an additional \$250.00 per year for SRT equipment.

16.3 Uniform items, equipment, and/or personal properly damaged or destroyed in the line of duty shall be replaced by the Employer, at no cost to the employee.

ARTICLE XVII. SEVERANCE PAY

17.1 The employees shall be eligible for severance pay of accrued sick leave, upon retirement, death or resignation, in accordance with the following conditions:

- a. The employee shall have an accumulation of at least 480 hours of unused sick leave.
- b. The employee shall have been employed by the City of St. Paul Park for five (5) years or more, except in cases of death or layoff.
- c. Severance pay for accrued sick leave shall be paid for one-half of total accrued sick leave at the employee's monthly rate of pay including additions to salary.
- d. Deferred sick leave shall be considered for severance pay purposes in cases of employee death while in the line of duty.

ARTICLE XVIII. OUTSIDE EMPLOYMENT

If said employment falls within the scope of the employee's present job assignment, prior approval must be obtained from the Chief.

ARTICLE XIX. INJURY ON DUTY

19.1 Employees injured while on duty shall be paid his/her regular rate of pay for a period not to exceed 720 working hours, beginning with the first working day after such injury. All worker's compensation benefits paid during this period will be assigned to the City. No time shall be charged against the employee's sick leave, vacation or accumulated benefits.

19.2 The City agrees to pay for an employee's glasses, hearing aid, or any type of prosthetic device broken while in the line of duty.

ARTICLE XX. DISCIPLINE

20.1 The City will discipline employees for just cause only. Discipline will be in the form of:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

20.2 Suspensions, demotions and discharges will be in written form.

20.3 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. Employee and the Union will receive a copy of such reprimands and/or notices. Written reprimands will be removed from the Employee's personnel file after 25 months have elapsed from the date of discipline, unless an Employee receives additional reprimands, then the 24 month period will commence on the date of the subsequent reprimand(s).

- 20.4 Employees may examine their own individual personnel files at reasonable times under direct supervision of the City.
- 20.5 Discharges will be preceded by a five (5) day suspension without pay.
- 20.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 20.7 Grievances relating to this Article shall be initialed by the UNION in Step 2 of the grievance procedure under Article XXI of this Agreement.
- 20.8 No police officer, after satisfactory completion of the basic peace officer training course pursuant to Section 626.843 to 626.854, and after a period of no longer than twelve (12) months of continuous employment thereafter, shall be removed or discharged except for just cause upon written charges and after an opportunity to be heard in his/her own defense before the City Council. Such hearing shall be held only after a request is made by the police officer and such hearing shall be held within thirty (30) days of the date of the request for such a hearing.

ARTICLE XXI. GRIEVANCE PROCEDURE

- 21.1 Grievance is any dispute or disagreement between an employee and the City as to the interpretation or application of this Agreement and shall not include proposed changes in the terms and conditions of this Agreement, nor shall grievances extend to matters of inherent managerial policy, the overall budget of the City, utilization of technology, the organizational structure or selection, direction and number of personnel.
- 21.2 Grievances shall not be valid for consideration unless the grievance is submitted in writing within twenty-one (21) days alter the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.
- 21.3 The employee and the City shall attempt to adjust all grievances which may arise during the course of employment in the following manner.

Step 1. An effort shall first be made to adjust the grievance informally between the employee and supervisor. If the grievance cannot be resolved through informal discussion, then the grievance shall be submitted in writing to the supervisor selling forth the facts and the specific provisions of the Agreement allegedly

violated. The supervisor or his designed will give his written decision on the grievance within ten (10) days after receipt of the written grievance.

Step 2. In the event that the grievance is not resolved in Step 1, the decision rendered in Step 1 may be appealed to the City Administrator provided such appeal is made in writing and appealed to the Administrator within ten (10) days after receipt of the decision in Step 1. The Administrator or his designee shall set a time to meet the employee within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Administrator or his designee shall issue a decision in writing.

Step 3. In the event that the grievance is not resolved in Step 2, the decision rendered in Step 2 may be appealed to the City Council within ten (10) days after receipt of the decision in Step 2. The City Council shall consider such grievance at a meeting within fifteen (15) days after said appeal is filed with the City Clerk.

In each of the above steps, the employee may be accompanied by and represented by a person designated by him.

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.

21.4 Failure by the employee to appeal a grievance from one step to another within the time periods provided therein shall be deemed a waiver of the grievance in computing time in the foregoing procedure, the word "days" shall constitute work days.

21.5 Failure by the City Council or the City employees to issue a decision within the time period provided herein shall constitute a denial of the grievance.

21.6 Arbitrator's Authority

A. The arbitrator will 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 will have no authority to make a decision on any other issue not so submitted.

B. The arbitrator will 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 will 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 will be binding on both the EMPLOYER and the

Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the EMPLOYER and the Union provided that each party will 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 will be shared equally.

ARTICLE XXII. LEGAL DEFENSE

- 22.1 The City shall furnish legal counsel to defend any employee in any action brought against such employee to recover damages for alleged false arrest or alleged injury to person, property, or character, when such alleged false arrest or injury was the result of an arrest made or act committed by such employee in good faith and in the performance of his/her official duties. If, at the termination of such suit, judgment is rendered in favor of the defendant and against the plaintive; such judgment for costs and disbursements shall be assigned to the City by such employee and all monies collected thereon shall be paid to the City.
- 22.2 The City shall carry \$1,000,000 of insurance covering employees for claims made against them for (1) negligent operation of a City vehicle, (2) false arrest, (3) false imprisonment or detention, and (4) malicious prosecution.

ARTICLE XXIII. SAVINGS CLAUSE

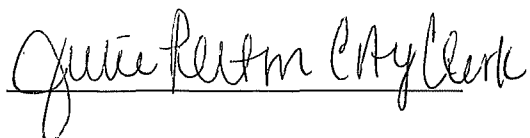
- 23.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provisions of this Agreement shall be held to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations said provision shall be void and of no effect. The parties agree to immediately meet and negotiate a substitute for the invalid provision. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE XXIV. DURATION


- 24.1 This Agreement shall be effective as of January 1, 2023 remain in full force and effect and expire at midnight on December 31, 2025.

IN WITNESS WHEREOF, the parties have here to set their hands.

CITY OF ST. PAUL PARK

A handwritten signature in cursive script, appearing to read "Jodi Dyl", written above a horizontal line.A handwritten signature in cursive script, appearing to read "Julie Rosem Carylark", written above a horizontal line.

LAW ENFORCEMENT LABOR
SERVICES, INC.

A handwritten signature in cursive script, appearing to read "A. McGee", written above a horizontal line.A handwritten signature in cursive script, appearing to read "Mick Hill", written above a horizontal line.