Council Conference Meeting

September 23, 2024

5:30 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Agenda

1. Recodification Update

2. Police Sergeants and Patrol Officers Labor Agreement Discussion

3. Update from the Employee Resources Department

Accessibility Notice:

- If you need free interpretation or translation assistance, please contact City staff.
- Si necesita ayuda de interpretación o traducción gratis, comuníquese con el personal de la ciudad.
- Yog tias koj xav tau kev pab txhais lus los sis txhais ntaub ntawv dawb, ces thov tiv tauj rau Lub Nroog cov neeg ua hauj lwm.
- Haddii aad u baahan tahay tarjumaad bilaash ah ama kaalmo tarjumaad, fadlan la xiriir shaqaalaha Magaalada.

Upon request, accommodation will be provided to allow individuals with disabilities to participate in any City of Fridley services, programs or activities. Hearing impaired persons who need an interpreter or other persons who require auxiliary aids should contact CityClerk@FridleyMN.gov or (763) 572-3450.

AGENDA REPORT

Meeting Date: September 23, 2024 **Meeting Type:** City Council Conference Meeting

Submitted By: Melissa Moore, City Clerk/Communications Manager
Nancy Abts, Associate Planner

Title

Recodification Update

Background

Pursuant to Minnesota Statute § 415.02 and Fridley City Charter (Charter) § 1.02, the City Council (Council) may codify and publish ordinances that carry the force and effect of law for the City of Fridley (City), which may be arranged into a system generally referred to as the Fridley City Code (Code). Recodification of the Code was authorized by the Council by Resolution No. 2021-67.

Project update

To date the City has completed work on the first five chapters of the Code, reviewing 72 chapters and removing 102 pages of outdated and obsolete Code. Currently staff are working on two titles of the Code: Title No. 6, Zoning and Title No. 7, Licensing.

Title	Timeline
Title No. 1 – General Provisions	Complete
Title No. 2 – Administration	Complete
Title No. 3 – Health, Safety and Welfare	Complete
Title No. 4 – Public Nuisance	Complete
Title No. 5 – Lands and Buildings	Complete
Title No. 6 – Zoning and Subdivision	In progress
Title No. 7 – Licensing	In progress
Title No. 8 – Franchises, Utilities and Right-Of-Way	2025
Title No. 9 – Public Ways and Places	2025

Title No. 6, Zoning and Subdivision

Following a joint meeting of the Planning Commission and the Council in February, the Planning Commission has continued to review proposed changes to the zoning chapters of the Code. The Commission held work sessions on parking requirements in April and landscaping in June. At the September 18 work session, the Commission reviewed staff recommendations for accessory structures, fences, zoning permits and proposed zoning district changes. A joint work session for both the Planning Commission and the Council to review a draft ordinance in its entirety is planned for November.

A preliminary outline of Title 6: Zoning and Subdivision is attached. The reorganized ordinance will be easier for staff and the public to navigate, and it is expected to substantially shorten the current 400 pages dedicated to zoning.

Public hearings on the proposed changes will occur at regularly scheduled Planning Commission and Council meetings. The dates of these meetings are still being finalized.

Title No. 7, Licensing

Staff from City Clerk, Public Safety, Community Development and Building Inspections are now reviewing the chapters that will make up the Licensing title. Staff have determined license requirements and processes to ensuring compliance with State and County laws.

Through this work staff are collectively recommending the repeal of the seven chapters included in this report:

Chapter	What it does	Why it can be repealed
Billiards	Establishes a City license for billiard tables in commercial establishments.	Staff recommend repealing this chapter because billiard tables are not a typical nuisance-causing activity. Additionally, most cities no longer license this activity.
Bowling Alleys	Established a City license for bowling alleys.	Staff recommend repealing this chapter because bowling alleys are not a typical nuisance-causing activity. Additionally, most cities no longer license this activity.
Carnivals	Establishes a City license for outdoor circus-type of events.	Staff recommend repeal of this chapter. In lieu of licensing this activity, staff are working on a Special Event Permit that will encapsulate requirements related to similar events. This work will be presented to the City Council at a later Conference Meeting.
Drive-In Theater	Establishes a City license for drive-in theaters.	Staff recommend repeal of this chapter. In lieu of licensing this activity, staff are working on a Special Event Permit that will encapsulate requirements related to similar events. This work will be presented to the City Council at a later Conference Meeting.
Golf Courses and Driving Ranges	Establishes a City license for golf-related businesses.	Staff recommend repeal of this chapter. Golf-related activities do not cause nuisance-related issues and any new application for this type of use would be regulated by the zoning chapters of the Code.
Music Festival	Establishes a City license for outdoor music festivals.	Staff recommend repeal of this chapter. In lieu of licensing this activity, staff are working on a Special Event Permit that will encapsulate requirements related to similar events. This work will be presented to the City Council at a later Conference Meeting.

Public Dances	Establishes a City license for outdoor public dances.	Staff recommend repeal of this chapter. In lieu of licensing this activity, staff are working on a Special Event Permit that will encapsulate requirements related to similar events. This work will be presented to the City Council at a later Conference Meeting.

Staff anticipate a further update on the title for the Council to review at its November 25 meeting.

Attachments and Other Resources

- Title 6 Proposed Code Structure
- Billiards
- Bowling Alleys
- Carnivals
- Drive-In Theater
- Golf Courses and Driving Ranges
- Music Festival
- Public Dances

Proposed Code Structure

Title 6 Zoning and Subdivision

Chapter

600 General Provisions (both zoning and subdivision)
601 Definitions (both zoning and subdivision)

610 Intro to Zoning Districts
611 Residential Zoning Districts
612 Non-Residential Zoning Districts
613 Special Zoning Districts
614 Overlay Zoning Districts

620 Principal Use Specific Standards
621 Accessory Use Specific Standards

630 Performance Standards
631 Off-Street Parking and Loading
632 Landscaping
633 Screening
634 Fencing
635 Lighting
636 Architectural Standards

640 Subdivision Design Standards
641 Required Subdivision Improvements
642 Park Dedication

650 Procedures (both zoning and subdivision)

FRIDLEY CITY CODE
CHAPTER 27. BILLIARDS

27.01. LICENSE REQUIRED

No person shall own or maintain any billiard table in the City of Fridley without obtaining a license therefor pursuant to the provisions of this Code.

27.02. APPLICATION

Application shall be made with the City Clerk on forms furnished by the City. The applicant shall provide such information as the City Council shall require.

27.03. FEES

The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.

27.04. EXEMPTIONS

Any person owning or maintaining a billiard table in a private home or apartment building shall be exempt from the requirements of this Chapter.

27.05. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provision of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 15. BOWLING ALLEYS

15.01. LICENSE REQUIRED

No person shall own, operate, or maintain any bowling alley in the City of Fridley without obtaining a license therefore pursuant to the provisions of this Code.

15.02. APPLICATION

Application shall be made with the City Clerk on forms furnished by the City. The applicant shall provide such information as the City Council shall require.

15.03. FEES

The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.

15.04. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violation under the provisions of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 28. CARNIVALS

28.01. DEFINITIONS

1. Carnival. A carnival is an outdoor event consisting of circuses, mechanical amusement rides and other mechanical attractions or devices which attract attendance of the public for their entertainment and pleasure.

28.02. LICENSE REQUIRED

No person shall give or maintain any circus or carnival to which an admission is charged or for which admission fees are charged for any individual activities located on the property without securing a license therefor.

28.03. APPLICATION

Application for such license shall be made to the City Clerk at least thirty (30) days in advance of the scheduled date for such circus or carnival. The application shall provide:

- The full name and address of the applicant;
- The date, time, and location of the event;
- The sponsors of the event;
- The owner of the property, if different than the applicant;
- A written acknowledgement consenting to the use of the property from the property owner, if different than the applicant;
- An executed indemnification agreement; or
- Any other information required by the City.

28.04. FEES

The license fee and expiration date shall be as provided in Chapter 11 of this Code.

28.05. OPERATION

Any operator or owner of a carnival shall maintain the property and the carnival and conduct said carnival operations in a lawful manner. Said operator shall comply with all regulations and statutes of the State of Minnesota, shall not maintain any nuisance or noise on said premises, and shall not permit any intoxicating liquors or any immoral conduct or practices to exist on said premises.

The City may impose any carnival license conditions or restrictions it deems necessary or advisable in the public interest, including but limited to conditions relating to the hours of operation, the exterior or outside lighting of the carnival property and associated parking. The City Council may also reserve the right to impose any conditions or restrictions at any time after the issuance of a license hereunder should it become necessary.

28.06. PROPERTY CONTROL

1. Any operator or owner of a carnival shall control and direct the traffic and motor vehicles entering and leaving its premises so that it does not interfere and block the orderly flow of traffic on the public highways adjacent to said entering and leaving carnival property and parking areas.

2. No trash, paper cups, papers or wrappers shall be allowed to be scattered on said premises.

3. No bottles, bottle caps or metallic articles shall be deposited or allowed to lay on the driveways and parking areas.

4. No motor vehicles shall stop or park on the shoulders of the public highway in the immediate vicinity of the said premises during the hours the carnival is in operation.

28.07. INSURANCE AND BOND

1. Liability Insurance Requirements. The licensee shall obtain and keep in full force and effect occurrence form comprehensive general liability coverage. Such coverage shall include but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual independent contractors, and products/completed operations to protect the City and the licensee against liability for injuries or damage sustained by any persons as a result of the operation of the carnival, including but not limited to operation of amusement rides. The licensee shall maintain the insurance coverage with liability limits not less than $1,000,000 each occurrence and a $2,000,000 general aggregate or the equivalent.

2. Workers' Compensation. The licensee shall obtain and maintain workers compensation insurance in compliance with all applicable statutes.

3. Certificates of Insurance. Said licensee shall submit to the City Clerk satisfactory certifications of insurance for the coverage required above. The City shall be named as an additional insured on said certificates of insurance.

4. A cash deposit or bond of three thousand dollars ($3,000) will be required to insure applicant has completed the proper clean-up of the premises following the removal of the carnival operations. The City Council may waive the deposit or bond requirement for City carnivals associated with commemorating the City's history.

28.08. INDEMNIFICATION

As a condition of and prior to the City's issuance of the license, the licensee shall execute an indemnification agreement with the City. The licensee shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by the City for claims arising out of the operation of the licensee's carnival, violation of a term of the licensee's license and City Code Chapter 28.

28.09. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provision of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 702. DRIVE-IN THEATER

702.01. PUBLIC NUISANCE

The maintaining and operation of theatrical performances, stage shows, moving pictures and drive-in theaters are hereby declared to be a public nuisance and are prohibited from operation within the City of Fridley, except as hereinafter provided for.

702.02. DEFINITIONS

The following definitions shall apply in the interpretation and application of this Chapter and the following words and terms, wherever they occur in this Chapter, are defined as follows:

1. Drive-In Theater.

A place or location for the parking of motor vehicles in front of a screen projection of moving pictures.

2. Theatrical Performances; Stage Shows; and Moving Pictures.

Forms of entertainment to which two or more persons are invited to view an exhibition of acting or the screen projection of moving pictures with accompanying sound broadcasting for a profit or in the course of a business enterprise.

702.03. EXEMPTIONS

Nothing contained herein shall prevent theatrical presentations and motion pictures by a religious or educational non-profit association or corporation within the confines of a church or religious education edifice or within a public school building where the presentation is sponsored by the religious or educational group.

702.04. OPERATION

Any operator or owner of a drive-in theater shall conduct said premises and said operations in a lawful manner. Such person shall comply with all regulations and statutes of the State of Minnesota, shall not maintain any nuisance or noise on said premises and shall at all times equip and maintain said drive-in theater so that the sound is directed to the individual vehicles in such a manner that the sound does not carry beyond the premises of the property. Such person shall not permit any intoxicating liquors or any immoral conduct or practices to exist on said premises.

702.05. PROPERTY CONTROL

1. Any operator or owner of a drive-in theater shall control and direct the traffic of motor vehicles entering and leaving its premises so that it does not interfere with and block the orderly flow of traffic on the public highways adjacent to said drive-in theater premises. Traffic control

devices shall be installed and maintained at the places of ingress and egress from said public highways to the drive-in theater premises during the hours the business is in operation, unless the Police Department of the City of Fridley has specifically waived such requirement.

2. No trash, paper cups, papers or wrappers shall be allowed to be scattered on drive-in theater premises.

3. No bottles, bottle caps or metallic articles shall be deposited or allowed to lay on the driveways and parking areas in a drive-in theater.

4. No motor vehicles shall stop or park on the shoulders of the public highway in the immediate vicinity of a drive-in theater during the hours the theater is in operation.

702.06. LICENSE REQUIRED

No drive-in theater shall be erected, maintained or operated within Fridley without a license therefor having been obtained from the Council by the owner or proprietor thereof.

702.07. APPLICATION

Applications for such licenses must be made in writing to the City Clerk and be accompanied by a license fee.

702.08. FEE

The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.

702.09. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 25. GOLF COURSES AND DRIVING RANGES

25.01. LICENSE REQUIRED

No person shall own, operate, or maintain any golf course or driving range in the City of Fridley without obtaining a license therefor pursuant to the provisions of this Code.

25.02. APPLICATION

Application shall be made with the City Clerk on forms furnished by the City. The applicant shall provide such information as the City Council shall require.

25.03. FEES

The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.

25.04. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provision of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 22. MUSIC FESTIVALS

22. 01. DEFINITIONS

For the purpose of this Chapter, "music festival" shall mean and include any gathering of. individuals for the purpose of participating in or attending a musical carnival "rock" festival or like musical activity at which vocal or instrumental music is provided by professional or amateur performers, or by pre-recorded means, and to which gathering members of the public are invited or admitted with or without the payment of admission charges in any form.

22.02. LICENSE REQUIRED

It shall be unlawful for any person, group of persons or entity to operate conduct, maintain, advertise, sell or furnish tickets or other types of written authority for admission to a music festival in the City of Fridley unless a license to operate or conduct such festival shall have been issued in the manner hereinafter described in this Chapter.

22.03. FEES

The permit fee shall be as provided in Chapter 11 of this Code.

22.04. APPLICATION

Application for a license to conduct a music festival shall be made in writing to the City Clerk at least sixty (60) days prior to the time indicated for the commencement of the music festival. The application shall be accompanied by a nonrefundable application fee in the amount of Fifty Dollars ($50.00), which filing fee shall be paid to the City of Fridley. Such application shall contain the following information:

1. The name (including alias if applicable), age, residence, mailing address, and telephone numbers of each person making the application. If the application is filed by a partnership, the name (including alias), age, residence, mailing address and telephone numbers of each partner shall be included. If the applicant is a corporation or a common law or Massachusetts Trust, the application shall be signed by the President and Secretary thereof, or in the case of a common law or Massachusetts Trust, then by the Trustees thereof and in each instance shall contain their residences, mailing addresses and telephone numbers, as well as telephone numbers, mailing addresses and street addresses of the principal place of business of the corporation or trust and in the case of a corporation shall also include a certified copy of articles of incorporation and the by-laws of the corporation, and in the case of a common law or Massachusetts Trust shall include a certified copy of the trust indenture.

2. The location and legal description of the premises where the music festival is proposed to be conducted, including all lands to be used for automobile parking and other incidental uses. The applicant shall submit proof of ownership of said premises and the written consent of all owners thereof for the purposed use.

3. The date or dates and the hours during which the festival is to be conducted.

4. An estimate of the numbers of persons, participants and spectators expected to attend the proposed music festival on each day it is conducted, together with detailed information supporting such estimate.

5. A detailed statement of the applicant's program and plans to provide emergency communications, security protection, water supply, food supply, sanitary facilities, medical facilities and services, vehicle parking space, vehicle uses and on-site traffic control, sound and lighting equipment, fire protection, garbage, trash and litter cleanup service, and if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping and similar facilities. There shall be included a map showing the location of all such facilities and equipment on the premises including the location of all loud speakers and the location of all toilets, medical facilities and solid waste receptacles.

6. A detailed explanation of the applicant's plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption.

22.05. AGREEMENT

The application shall include an agreement filed by the applicants and by the owners of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for any and all loss, injury or damages to such owners or occupants or to their property caused by the applicants, by the owner of the subject premises, or by any person attending or participating in the music festival, which damage shall not have occurred had the music festival not been held. Accompanying and securing said agreement shall be a surety company bond in favor of the City of Fridley and all persons to whom the applicant and/or owners of the subject premises may be liable because of the above required agreement. Said bond shall be prepared by a corporate bonding company authorized to do business within the State of Minnesota and shall be in the amount of not less than Fifty Thousand Dollars ($50,000).

22.06. INDEMNIFICATION

The application shall include an agreement filed by the applicants to defend, indemnify, save and hold the City of Fridley harmless from and on account of any and all claims against the City of Fridley for injury or damage of any kind or nature to persons or property in, upon or about the subject premises or arising from or in connection with said music festival from any cause whatsoever. The applicants shall covenant and agree to keep and maintain in full force and effect for a period of one (1) year from and after the date upon which they shall have been issued a license to conduct a music festival, a policy of public liability and property damage insurance in standard form in insurance companies satisfactory to the City of Fridley and shall furnish the policy therefore to the City of Fridley. Such public liability insurance shall insure the City of Fridley with limits of not less than $250,000 for injury to any one person, $500,000 for injury to more than one person, and in the amount of $50,000 for property damage. Said policy shall be delivered to the City of Fridley at least ten (10) days before the issuance of a license and such policy shall bear an endorsement of or shall be accompanied by evidence of receipt of payment of the premium thereon.

22.07. CLEAN-UP

The application shall include an agreement signed by the applicants providing that within seventy-two (72) hours after the conclusion of the music festival the applicants will clean up the premises, including contiguous public roads, ways and easements, and remove all debris, garbage, trash, litter and other waste matter from in and around said premises, together with all advertising matters to said festival.

22.08. FINGERPRINTS

An application shall not be considered completed until each applicant has been fingerprinted and photographed by the City of Fridley Police Department.

22.09. REFERRAL

Upon receipt of the fully completed application the city clerk shall forward the application to the city manager and public safety director, or his or her subordinate. The city manager and public safety director, or subordinate, shall determine whether, with regard to their specific areas of responsibility, the proposed music festival can be held without violation of any of the provisions of this Chapter. Within fifteen (15) days after the filing of a completed application, the city manager and the public safety director, or subordinate, shall complete their investigation and shall notify the city clerk of their approval or disapproval of the issuance of a license. If all such officers approve the issuance of a license, the city clerk shall, after collecting the license fee as provided in Chapter 11 of this Code, issue said license. If any of the said officers disapproves the issuance of a license, no license shall be issued, and the reasons for such disapproval shall be stated in writing with such notice of disapproval, a copy of which shall be delivered to the applicant. (Ref 1324)

22.10. REVOCATION

1. In addition to the provisions of Chapter 11 of this Code, the City Council shall have the right to revoke any license issued pursuant of this Chapter after a public hearing held after written notice is given to the licensee at least twenty-four (24) hours prior to such hearing, for any of the following causes:

A. The licensee fails, neglects or refuses to fulfill any of the conditions imposed upon the granting of a license.

B. The licensee fails, refuses or neglects to fulfill any of the provisions of the proposed program or plans.

C. The licensee permits the music festival to be conducted in a disorderly manner or allows any person to remain on the premises while under the influence of intoxicating liquor, any narcotics or other dangerous drugs.

D. The licensee violates, or attempts to violate, any law of the State and/or provisions of this Chapter or any other provisions of this Code.

E. The licensee has previously made a false, misleading or fraudulent statement of material fact in the application for a license or in any other document required pursuant to this Chapter.

2. Written notice of such revocation shall be forwarded by the City Clerk to the Assistant City Manager/Public Safety Director, the Finance Director and to the licensee at the address given in the application. Such revocation shall become effective immediately after ordered by the City Manager.

22.11. SUSPENSION

The Assistant City Manager/Public Safety Director may suspend operation and close any music festival prior to the expiration of the license granted under the provisions of this Chapter in the event of the occurrence of a riot, major disorder, or serious breach of the peace when, in that person's judgment, it becomes necessary to prevent injury to persons and/or damage to the property.

22.12. PARTICIPANTS

If the City Manager shall as a condition of issuance of the licenser impose a limit on the number of persons to be admitted to the music festival and/or requiring that only holders of tickets shall be admitted to the premises on which the festival is to be held, it shall be unlawful for the licensee, or any agent or employee of the licensee:

1. To allow, permit, or suffer the entrance to the premises in which the music festival is held, of any person who does not possess a ticket, except a peace officer or other public officer in the performance of official duties;

2. To sell, give or distribute a greater number of tickets than the number authorized by the City Manager; or,

3. To allow, permit or suffer the admission of any person to a music festival if such admission shall result in a greater number of persons present than authorized by the City Manager

22.13. EXEMPTION

Any person, group of persons, or entity seeking to hold, conduct or operate a music festival, as that term is defined in Section 22.01, on real property owned, leased, rented or possessed by any public entity, may be exempted from making application for a license, paying the application fee, providing the indemnity bond and the policy of public liability and property damage insurance required by Sections 22.02 - 22.06, provided each of the following conditions is satisfied:

1. The person, group of persons, or entity seeking to hold, conduct, or operate a music festival makes application in writing to the City of Fridley, for a permit, on a form to be provided by the City Manager, at least five (5) days prior to the time indicated for the commencement of the festival.

2. The applicant obtains and delivers to the City Manager, at the time of making the application, a written sponsorship of or written permit for the festival signed by the public entity on whose real property the festival is proposed to be held, conducted, or operated.

3. The application shall set forth the day or days, the time which shall not exceed four (4) hours duration on any one day between the hours of 10:00 o'clock a.m. and 10:00 o'clock p.m., and the place of the proposed festival, and the name, residence address and telephone number of the applicant and each member of the performing musical group(s) including their leader(s).

4. The applicant confirms in the application, or in a separate writing attached thereto, that: (a) each of the musical group(s) including their leader(s), will receive no monetary compensation for performing in the festival and, (b) no charge whatsoever will be sought or collected for admission to or attendance at the proposed festival.

5. The applicant agrees in the application, or in a separate writing attached thereto, that he or she will assume full responsibility for restoring the immediate location of the festival, including the area occupied by the audience, to a clean and sanitary condition, and will remove and properly dispose of all debris, garbage, litter and other waste matter from, in and around said location, together with all advertising matter relating to the festival, within four (4) hours immediately following the conclusion of the festival.

22.14. ACTION BY MANAGER

The city manager shall examine the application and all supporting documents, including the written sponsorship or permit of the public entity, and if these are found to be in compliance with the required conditions set forth herein, shall direct the city clerk to issue a permit in writing to the applicant authorizing the music festival to be held, conducted, or operated on the date(s), and at the time(s) and place(s) indicated therein. The city clerk shall forthwith, transmit a copy of the permit to the affected public entity. The city manager shall have the final decision making authority in connection with the issuance or denial or permits hereunder.

22.15. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.

FRIDLEY CITY CODE
CHAPTER 23. PUBLIC DANCES

23.01 MINNESOTA STATUTES BY REFERENCE

Minnesota Statutes Sections 624.42 to 624.54, inclusive, are hereby adopted by reference and shall be in full force and effect in the City of Fridley as if set out here in full.

23.02. PERMIT REQUIRED

No person shall conduct a public dance without first obtaining a permit therefor from the City. Person shall mean any person or persons, firm or firms, corporation or corporations.

23.03. APPLICATION

The city clerk shall furnish forms for the application. Such verified application shall state the name and address of the applicant or organization, the location where the dance is to be held and the size of the dance area. An applicant shall be required to state if they have been convicted of a felony or gross misdemeanor within the past five (5) years. No permits shall be granted unless the public safety director, or his or her subordinate, is satisfied that the applicant is a person of good reputation, has not been convicted of a felony or gross misdemeanor for five (5) years prior to the date of application, that the location is proper and suitable, that sanitary facilities are proper, and that the applicant is capable of maintaining order.

23.04. FEE

The permit fee shall be as provided in Chapter 11 of this Code.

23.05. POST PERMIT

The permit shall be posted in a visible place at said dance.

23.06. CONDUCT

The persons to whom the permit is issued shall be held responsible for the manner of conducting said dance. A peace officer or officers must be present at all times while said public dance is being held.

23.07. PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provision of Chapter 901 of the Fridley City Code.

AGENDA REPORT

Meeting Date: September 23, 2024 **Meeting Type:** City Council Conference Meeting

Submitted By: Rebecca Hellegers, Employee Resources Director

Title

Police Sergeants and Patrol Officers Labor Agreement Discussion

Background

The City has reached a tentative agreement with the Police Sergeants Union and the Patrol Officers Union for the 2025 and 2026 contract years. Staff will go over the terms of the tentative agreements with Council. Staff will also go over the terms of the Memorandum of Agreements reached with both unions for wage adjustments in 2024.

Focus on Fridley Strategic Alignment

___ Vibrant Neighborhoods & Places
___ Financial Stability & Commercial Prosperity
X Organizational Excellence
___ Community Identity & Relationship Building
X Public Safety & Environmental Stewardship

Attachments and Other Resources

- Labor Agreement between the City of Fridley and Law Enforcement Labor Services, Inc., Local No. 310 (Police Sergeants)
- Memorandum of Agreement Between the City of Fridley and Law Enforcement Labor Services, Inc., Local #310
- Labor Agreement between the City of Fridley and Law Enforcement Labor Services, Inc., Local No. 119 (Patrol Union)
- Memorandum of Agreement Between the City of Fridley and Law Enforcement Labor Services, Inc., Local #119

"EXHIBIT A"

LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 310

(Police Sergeants)

2025 & 2026

LABOR AGREEMENT
BETWEEN
THE CITY OF FRIDLEY
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 310
2025 & 2026

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LABOR AGREEMENT
BETWEEN
THE CITY OF FRIDLEY
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 310
2025 & 2026

Article 1. Purpose of Agreement

This Agreement is entered into between the City of Fridley, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of 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 the UNION as the exclusive representative for all employees, under Minnesota Statutes, Section 179A.03, subdivision 8, for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services.

1. Sergeant

2.2 In the event 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 Services for determination.

Article 3. Definitions

3.1 <u>Union</u>

Law Enforcement Labor Services. Inc.

3.2 <u>Union Member</u>

A member of the Law Enforcement Labor Services, Inc.

3.3 Employee

A member of the exclusively recognized bargaining unit.

3.4 Department

The Fridley Police Department.

3.5 Employer

The City of Fridley.

3.6 Chief

The Public Safety Director of the Fridley Police Department.

3.7 Union Officer

Officer elected or appointed by the Law Enforcement Labor Services, Inc.

3.8 Investigator/Detective

An Employee specifically assigned or classified by the Employer to the job classification and/or job position of Investigator/Detective.

3.9 Overtime

Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.

3.10 Scheduled Shift

A consecutive work period, including rest breaks and a lunch break.

3.11 Rest Breaks

Periods during the scheduled shift, in which the Employee remains on continual duty and is responsible for all assigned duties.

3.12 Lunch Break

A period during the scheduled shift, in which the Employee remains on continual duty and is responsible for assigned duties.

3.13 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.

3.14 Job Classification Seniority

Length of continuous service within any job classification covered by this AGREEMENT.

3.15 Employer Seniority

Length of continuous service with the EMPLOYER.

Article 4. Employer Security

4.1 The Union agrees that during the life of this Agreement the Union 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 personnel, 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. 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 directed by the Union.

6.2 The Union may designate Employees from the bargaining unit to act as steward(s) and alternate(s) and shall inform the Employer in writing of such choices and changes in the position(s) of steward and/or alternate.

6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).

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

Article 7. Employee Rights - Grievance Procedure

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.

7.3 Processing of Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a 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 that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 Employee's supervisor as designated by the Employer. The Employer-designated representative 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 Employer-designated representatives final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2a

If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 3 of the grievance procedure. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 3

A grievance unresolved in Step 2 or Step 2a and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statue 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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

c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 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 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.

7.7 Choice of Remedy

If, as a result of the written Employer response in Step 2 or 2a, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or to another procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 7. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article 7 or an alternate procedure - and shall sign a statement to the effect that the choice of the alternate procedure precludes the aggrieved Employee from making a subsequent appeal through Step 3 of Article 7.

Except with respect to statutes under jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7^{th} Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299(1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph of this Section shall be null and void.

Article 8. Savings Clause

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Fridley. 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 9. Seniority

9.1 Seniority shall be determined by Job Classification Seniority and posted in an appropriate location. Seniority rosters may be maintained by the Director of Public Safety on the basis of both Job Classification Seniority and Employer Seniority.

9.2 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.

9.3 A reduction of work force will be accomplished on the basis of Employer Seniority. Employees shall be recalled from layoff on the basis of Employer Seniority. An Employee on layoff shall have an opportunity to return to work within one (1) year of the time of his/her layoff before any new Employee is hired.

9.4 Senior Employees will be given preference with regard to transfer, job classification and assignments when the job-relevant qualifications of Employees are equal.

9.5 Employees shall be given shift assignments preference on the basis of Job Classification Seniority.

9.6 One continuous scheduled annual leave period (not to exceed two weeks/84 hours) may be selected on the basis of Job Classification Seniority until December 1st of the year prior to effected calendar year. After this date, scheduled annual leave shall be on first-come, first-served basis.

9.7 Employees shall lose their Employer Seniority for the following reasons:

a. Discharge, if not reversed;

b. Resignation;

c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence. Events beyond the control of the Employee, which prevent the Employee from returning to work, will not cause loss of seniority;

d. Retirement.

Article 10. Discipline

10.1 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.

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

10.3 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 the Union will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Discharges will be preceded by suspension without pay for forty (40) regularly scheduled working hours unless otherwise required by law.

10.6 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.

10.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

Article 11. Constitutional Protection

11.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

Article 12. Work Schedules

12.1 The normal work year is an average forty (40)-hour workweek for full-time Employees, to be accounted for by each Employee through:

a. hours worked on assigned shifts;
b. holidays;
c. assigned training;
e. authorized leave time.

12.2 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.

Article 13. Overtime

13.1 Employees will be compensated at one and one-half (1-1/2) times the Employee's regular base pay rate for hours worked in excess of the Employees regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.

13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

Article 14. Court Time

14.1 An Employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee’s base pay rate. The City may assign the Employee to stand by pending the notification of their appearance being required. Unless otherwise specified by the City or the prosecutor, this period of standby shall commence three (3) hours prior to the time scheduled for the Employee’s appearance in court. The Employee will be compensated for three (3) hours at their base rate as provided in Article 21.1 for each day on standby.

14.2 If the court appearance is scheduled during the Employee’s off time, and if the court appearance is cancelled, the Employee will be notified by the end of the business day (5:00 p.m.) preceding the court appearance. If notification of cancellation is not made by the end of the business day (5:00 p.m.) preceding the court appearance, the Employee will receive standby pay for three (3) hours at their base rate of pay.

14.3 The business day notice applies to all court cases for which the Employee receives notice resulting from their employment with the City.

14.4 Employees who are assigned to standby for a court appearance during their off-duty time, and who are then notified by the prosecuting attorney that they need to appear and who do appear in court shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee base rate of pay. Employees will not be paid both standby pay and for three (3) hours at one and one-half their base rate of pay.

14.5 Employees will be required to appear for the Court Trials/Traffic Court, for Contested Omnibus Hearings, for Implied Consent Hearings, and for any other court appearance where the City or the prosecuting attorney directs that standby is not feasible.

Article 15. Call Back Time

15.1 An Employee who is called to duty during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum.

15.2 An Employee who works extra-duty work (outside employment) during the Employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the Employee's base pay rate.

Article 16. Insurance

16.1 For the calendar year 2025, for Employees who choose single coverage in the Base Plan, the Employer will contribute up to $937.75 per month per employee toward the single health insurance premium, and $1,566.76per month toward the employee-plus-one health insurance premium, and $2.239.96 per month toward the dependent health insurance premium, or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.2 For the calendar year 2025, for Employees who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute $839.88 per month toward the single health insurance premium, and $1.619.20 toward the employee-plus-one health insurance premium, and $2,432.20 toward dependent health insurance premium, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.3 For the calendar year 2025, for Employees who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute $100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan

For the calendar year of 2026, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.4 For the calendar year 2025, for Employees who choose the high deductible health plan and healthcare savings account (HSA), the Employer will contribute $774.66 per month toward single health insurance premium, and $1,539.14 per month toward the employee-plus-one health insurance premium, and $2,335.61 toward the dependent health insurance premium, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.5 For the calendar year 2025, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute $100 per month toward the H.S.A. Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar years 2026, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

16.6 For the calendar years of 2025, for Employees who choose dental coverage, the Employer will contribute up to $25 per month toward the dental insurance premium, or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose dental coverage, the Employer will contribute the same amount provided to non-union employees.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.7 For the calendar year of 2025, the Employer will provide group term life insurance with a maximum of $25,000 per Employee and additional accidental death and disability insurance with a maximum of $25,000 per Employee, or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, the Employer will contribute the same amount for group term life insurance provided to non-union employees.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

16.8 For the calendar year 2025 and 2026, in accordance with the Employer's Flexible Benefit Plan, Employees have the option during an open enrollment period or during approved qualifying events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere.

For the calendar year 2025, in lieu of electing health and dental benefits, Employees may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit (taxable) of $476.77, or the amount equal to or greater than the amount provided to non-union employees.

For the calendar year 2026, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

If the 2026 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

Benefit Leave days are required to be used within in the calendar year and may not be carried into the following year.

Article 17. Standby Pay

17.1 Employees required by the Employer to stand by shall be paid for such standby time at the rate of one hour’s pay for each hour on standby. Employees placed on standby shall remain able to respond within a reasonable time. Such reasonable time, if not otherwise specified at the time of assignment to standby, shall be one (1) hour to the police department, or other location designated by the City. Employees placed on standby shall remain available to be contacted by the Employer by normal means to include phone or wireless communication devices.

Article 18. Uniforms

18.1 The Employer shall provide required uniform and equipment items. Non-uniformed Employees shall be reimbursed up to $500.00 per year for clothing allowance.

Article 19. P.O.S.T. Training

19.1 Employer shall assign training at Employer's expense for Police Sergeants to complete a minimum of 48 hours of P.O.S.T. Board-approved education during each three-year licensing period.

19.2 Employer shall pay the cost of maintaining P.O.S.T. licensure for all Employees required to maintain the license.

Article 20. Working Out of Class Pay

20.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

Article 21. Wage Rates

21.1 The following hourly wage rates will apply for 2025 & 2026 (amounts may be rounded to two decimal points):

Steps	2025 Hourly Rate 3% COLA	2026 Hourly Rate 4% COLA
Start	$58.12	$60.44
1 Year	$59.68	$62.07
2 Year	$61.38	$63.84
3 Year	$63.13	$65.66

21.2 Specialty Pay - Any sergeant assigned to investigation will be compensated an additional 5% over their base pay.

21.3 Shift Differential -Employees who work between 10:30 p.m. and 6:30 a.m. shall be paid a shift differential for hours worked between those times, according to the following schedule:

a. An additional $1.00 per hour will be paid for regular hours worked.

b. An additional one and one-half (1 ½) times the shift differential ($1.50 per hour) will be paid in addition to overtime compensation for hours worked in addition to a regularly scheduled shift, and for call back or early report to a shift, for extra duty hours, or voluntary overtime shifts.

c. An additional two (2) times the shift differential ($2.00 per hour) will be paid in addition to overtime pay for overtime hours worked on a holiday.

d. Shift differential does not apply to any leave type taken for hours during those hours.

Article 22. Legal Defense

22.1 Employees involved in litigation because of proven negligence, or non-observance of laws, or of a personal nature, may not receive legal defense by the municipality.

22.2 Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under the direct order of his/her supervisor, shall be reimbursed for attorney's fees and court costs actually incurred by such Employee in defending against such charge.

22.3 Employer will provide protection for all Employees against false arrest charges.

Article 23. Probationary Periods

23.1 All newly hired, rehired, or promoted Employees will serve a one-year probationary period.

Article 24. Annual Leave

24.1 Each Employee shall be entitled to annual leave away from employment with pay. Employees shall accrue annual leave based on an average eight (8) hour workday. Annual leave may be used for scheduled or emergency absences from employment. Annual leave pay shall be computed at the regular rate of pay to which such an Employee is entitled provided, however, that the amount of any compensation shall be reduced by the payment received by the Employee from workers' compensation insurance, Public Employees Retirement Association disability insurance, or Social Security disability insurance. An Employee's accumulation of annual leave will be reduced only by the amount of annual leave for which the Employee received compensation.

In accordance with MN Statute 181.9413, an Employee may use the City’s annual leave or other forms of approved leaves for emergency absences or for personal sick leave purposes due to an illness of or injury or safety leave to attend to the Employee’s child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the Employee’s attendance may be necessary, on the same terms upon which the Employee is able to use annual leave benefits for the Employee’s own illness or injury.

24.2 Seniority shall apply on requested leave up to December 1st of the year prior to the effected calendar year. After this date, scheduled annual leave shall be on a first-come, first-served basis.

24.3 Annual leave shall accrue at the rate of eighteen (18) days (144 hours) per year for the first seven (7) years (84 consecutive months) of employment with the City.

An Employee who has worked seven (7) years (84 consecutive months) shall accrue annual leave at the rate of twenty-four (24) days (192 hours) per year, beginning with the eighty- fifth (85th) month of consecutive employment with the City.

An Employee who has worked fifteen (15) years (180 consecutive months) shall accrue annual leave at the rate of twenty-six (26) days (208 hours) per year, beginning with the one hundred eighty-first (181st) month of consecutive employment with the City.

Effective 1/1/2014, an Employee who has worked twenty (20) years (240 consecutive months) shall accrue annual leave at the rate of twenty-eight (28) days (224 hours) per year, beginning with the two hundred forty first (241) month of successive employment.

These rates are based on a forty-hour (40) regular workweek. The actual amount credited to an Employee in any given pay period shall be pro-rated according to the actual number of regular hours worked during that pay period. Hours worked on overtime, callback, or standby shall not enter into the calculation of the accrual of annual leave.

24.4 The maximum total accumulation of annual leave at the end of any given year shall be forty (40) days (320 hours).

24.5 An Employee who wishes to take advantage of the catch-up provision for the City's 457 Deferred Compensation Plan may exchange as many days as desired for cash under the following conditions:

a. The Employee's cap is reduced by the number of days exchanged.

b. In no case may the cap be reduced below forty (40) days (320 hours).

c. An Employee taking advantage of this provision must file the appropriate forms with the payroll division of the Employer.

24.6 Upon separation from employment with the City, an Employee will be paid one (1) days salary for each day of accrued annual leave remaining in the Employee's balance.

24.7 Effective adoption of the contract, all sergeants shall be enrolled in a retirement health savings plan (RHSP) and shall contribute $100.00 per pay period into their account.

Upon separation from employment, sergeants will contribute 50% of all unpaid leave or accruals due to the employee (such as accrued annual leave, comp time, holiday pay, wellness leave, benefit leave, separation benefit, etc.) and shall be placed into the employee's Retirement Health Savings Plan (RHSP). This would not include any regular wages or benefits paid out in the employee's final paycheck.

Article 25. Wellness Leave

25.1 Employees will be awarded fifty-six (56) hours of Wellness Leave at the start of the calendar year for participation in the Public Safety Wellness program.

Employees will not be eligible to participate in the City of Fridley Wellness program.

25.2 Employees, with approval, may use accumulated Wellness leave time in any hourly increment the employee chooses.

25.3 Wellness leave hours must be used in the calendar year in which they are awarded, and any unused hours after December 31st of the year will be forfeited.

25.4 Wellness leave hours will be prorated ~~at 1.846 hours per pay period~~ for those who leave employment with the City of Fridley prior to the end of the calendar year. Employees who begin employment with the City of Fridley after the start of the calendar year will be awarded prorated Wellness leave.

Article 26. Holidays

26.1 Employees will accrue eight (8) hours of holiday leave for each of thirteen (13) holidays in a calendar year.

26.2 In addition to the thirteen (13) holidays, Employees shall be paid at one and one-half (1-1/2) times their base rate of pay for all hours worked on the *actual* holiday between the hours of midnight and midnight. For any overtime hours worked on a holiday Employees will be paid two (2) times their base rate of pay.

26.3 Employees, with approval, may use accumulated holiday leave time in any hourly increment the Employee chooses.

26.4 If an additional holiday is awarded to other non-union employees, it would be provided to the Union as well.

26.5 Once a year, Employees will be paid for unused holiday hours remaining after December 31st of each year, up to a maximum of ninety-six (96) hours. Payment will be made at the Employee's hourly rate in effect on December 31st of the affected year.

26.6 The City will be responsible for designating the holidays and communicating to Employees in advance of the effected year.

Article 27. Short Term Disability

27.1 Upon the effective date of the short-term disability plan, the Employer will provide short-term disability insurance coverage for Employees who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

27.2 The Employer will pay the premium (taxable) for short-term disability coverage or an amount equal to that which it contributes for non-union employees.

27.3 During the short-term disability period, the Employer will continue to contribute toward the Employer's portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the Employee is actively employed or until the disabled Employee returns to work.

27.4 The short-term disability coverage will begin following the insurer's definition of waiting period and shall not exceed 90 calendar days for any single illness or injury, regardless of the number and spacing of episodes.

27.5 The annual leave balance of an Employee receiving short-term disability benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

27.6 Before any short-term disability payments are made or authorized, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the short-term disability benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

Article 28. Long-Term Disability

28.1 Upon the effective date of the long-term disability plan, the Employer will provide long-term disability insurance coverage for Employees who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

28.2 The Employer will pay the premium (taxable) for long-term disability coverage or an amount equal to the contribution for non-union employees.

28.3 During the long-term disability period, the Employer will continue to contribute toward the Employer's portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the Employee is actively employed or until the disabled Employee returns to work.

28.4 The long-term disability coverage will begin following the insurer's definition of waiting period (currently 90 calendars days) and shall continue until the coverage terminates as determined under the terms of the insured product.

28.5 The annual leave balance of an Employee receiving long-term disability benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

28.6 Before any long-term disability payments are made or authorized, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the long-term disability benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

Article 29. Injury On-Duty (IOD) Benefit

29.1 Employees injured during the performance of their duties for the Employer and are thereby rendered unable to work for the Employer will be compensated for the difference between the Employee's regular take-home pay and any Workers' Compensation insurance payments from the time of injury for a period not to exceed ninety (90) working days per injury.

29.2 The annual leave balance of an Employee receiving the injury on duty benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

29.3 While an Employee is receiving the IOD benefit, the Employer will continue to make the Employer contributions toward insurance benefit package (e.g. health, dental, life insurance contributions, etc.).

29.4 Before any injury on duty or workers' compensation payments are made or authorized by the Employer to an Employee, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

29.5 The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the IOD benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

29.6 If the injury is deemed not work related or not approved by the workers' compensation insurer, the Employee must reimburse the Employer for lost time, benefits, etc. through annual leave, other forms of leave and/or direct reimbursement within a reasonable amount of time or upon terms agreed upon by the Employer and Employee.

Article 30. Paid Parental Leave

30.1 The Employer will provide up to four (4) weeks (based on an average 40-hour work week) or 160 hours of paid parental leave or the amount provided to non-union employees.

30.2 The leave will be allowed following the birth of an Employee's child or the placement of a child with an Employee in connection with adoption or foster care and may be taken at any time during the three (3) month period immediately following the birth, adoption or placement of a child with the Employee.

30.2 The compensation will occur at the Employee's regular rate of pay and all other terms and administration will follow the Employer's Parental Leave policy.

Article 31. Bereavement Leave

31.1 Bereavement leave will be granted to full-time Employees up to a maximum of twenty-four (24) scheduled hours. Bereavement Leave is granted in case of deaths occurring in the immediate family. For this purpose, immediate family is considered to include those individuals (either by blood or by law) such as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents' in-laws, brothers in-law, and sisters in-law.

31.2 The City will allow union employees to follow current practices for non-union employees, which gives Employees an option to appeal directly to the City Manager for additional time off if extenuating circumstances prevail.

Article 32. Jury Pay

32.1 It shall be understood and agreed that the Employer shall pay all regular full-time Employees serving on any jury the difference in salary between jury pay and the Employee's regular salary or pay while in such service.

Article 33. Compensatory Time

33.1 Management reserves the right to approve compensatory time in lieu of overtime pay. Compensatory time shall not be accumulated in excess of forty (40) hours and must be used within the calendar year in which it was accumulated as determined by the Employer.

Article 34. Employee Education Program

34.1 The Employer will pay certain expenses for certain education courses based on the following criteria:

a. The training course must have relevance to the Employee’s present or anticipated career responsibilities;

b. Attendance shall be at an institution approved by the Employer. The course must be approved by the Chief.

c. Financial assistance will be extended only to courses offered by an accredited institution. This includes vocational and technical schools, Minnesota School of Business, etc.

34.2 <u>Programs Financial Policy</u>

Financial assistance not to exceed the amount of three thousand, six hundred ($3,600.00) per Employee per calendar year will be extended to cover the cost of tuition, required books or educational materials, and required fees related to the course (i.e. lab fees, etc.). Charges for student union membership, student health coverage, mileage, parking, and other charges for which the student receives some item or services other than actual instruction will not be paid. Upon successful completion of the course, an Employee will be required to present to the Chief a certification of satisfactory work. Satisfactory work is defined as follows:

a. In courses issuing a letter grade, a C or above is required.

b. In courses issuing a numerical grade, seventy percent (70%) or above is required.

c. In courses not issuing a grade, a certification from the instructor that the student satisfactorily participated in the activities of the course is required.

34.3 If the Employee satisfactorily completes the course and provides the required documentation, the Employee will be reimbursed for 100% of the cost of the eligible costs (i.e. tuition, books, course fees, etc.). If the Employee fails to satisfactorily complete the course, the Employee will not be reimbursed for these costs.

34.4 The program will not reimburse the Employee for the hours the Employee spends in class, only for the tuition.

34.5 Expenses for which the Employee is compensated under some other educational or assistance program, scholarships, or programs such as the GI bill, will not be covered.

34.6 The City will not pay tuition or other costs for those courses, which are used to make the Employee eligible for additional salary.

34.7 The City will not reimburse the Employee for any course which is not completed and/or any course which may be a duplicate or retaken.

34.8 The City Manager will review and consider requests for reimbursement which exceed $3,600 per year based on unusual or extenuating circumstances. Requests, documentation and justification must be submitted in writing in advance of registration for the course and will be reviewed on a case-by-case basis.

Article 35. Waiver

35.1 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.

35.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any 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 Employee and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by the 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 contact was negotiated or executed.

Article 36. Duration

36.1 This Agreement shall be effective as of first day of January 2025 and shall remain in full force and effect through the thirty-first day of December 2026. In witness whereof, the parties hereto have executed this Agreement on this 23 day of September 2024.

Article 37. Signatures

FOR CITY OF FRIDLEY

____
Scott J. Lund, Mayor (Date)

____
Walter T. Wysopal, City Manager (Date)

____
Rebecca A. Hellegers, Director of Employee Resources (Date)

____
Ryan N. George, Public Safety Director (Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

____
Robin Roeser, LELS Business Agent (Date)

____
Erik Johnson, Steward (Date)

____
Chris McClish, Steward (Date)

MEMORANDUM OF AGREEMENT

Between the City of Fridley and
Law Enforcement Labor Services, Inc., Local #310

This Memorandum of Agreement is entered into between the City of Fridley (hereafter "City") and Law Enforcement Labor Services, Inc., Local #310 (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter "Agreement") in effect from January 1, 2025, to December 31, 2026, providing for the terms and conditions of employment for certain Sergeants working for the City; and

WHEREAS, the City and the Union recognize that there is unpredictability for law enforcement wages in 2026; and

WHEREAS, the parties addressed the matter during negotiations and agreed that a market evaluation would be completed in 2026;

NOW, THEREFORE the City and the Union agree as follows:

In 2026, the Union and Employer agree that comparable City wages will be reviewed in April, to determine if the 2026 contract wages meet the average of the market. The average will be calculated by using contracts of the comparable cities that are settled as of the date of evaluation [April 1]. If at least 11 of the comparable cities have settled contracts, the unsettled contracts will be discarded for the purposes of this calculation. If 2026 contract wages are below the calculated market average, the wage rate will be increased by multiplying the calculated percentage increase below the market average times 1.33. New pay rates will be effective on the 2nd full pay period in April and paid on the first pay period in May.

The Market Cities will include the following:

St Louis Park PD
Coon Rapids PD
Maplewood PD
Apple Valley PD
Brooklyn Center PD
Golden Valley PD
New Brighton PD

Blaine PD
Oakdale PD
Columbia Heights PD
Roseville PD
New Hope PD
Crystal PD
Richfield PD

The parties recognize the market adjustment is a means to address the factually unique circumstances related to the volatility of law enforcement market conditions and that this agreement fully expires at 11:59pm on December 31, 2026.

Signatures: We hereby recommend approval of this agreement.

For the City of Fridley

Scott Lund, Mayor (Date)

Walter Wysopal, City Manager (Date)

Rebecca Hellegers, Human Resources Director (Date)

Ryan George, Public Safety Director (Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Robin Roeser, LELS Business Agent (Date)

Chris McClish, Steward (Date)

Erik Johnson, Steward (Date)

EXHIBIT “A”

LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 119

(Patrol Union)

2025 & 2026

LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 119

2025 & 2026

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LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 119

(2025 & 2026)

Article 1. Purpose of Agreement

This Agreement is entered into between the City of Fridley, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of 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 the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, subdivision 8, for all police personnel in the following job classifications:

1. Police Officer

2.2 In the event 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 Services for determination.

Article 3. Definitions

3.1 Union

Law Enforcement Labor Services, Inc.

3.2 Union Member

A member of the Law Enforcement Labor Services, Inc.

3.3 Employee

A member of the exclusively recognized bargaining unit.

3.4 Department

The Fridley Police Department.

3.5 Employer

The City of Fridley.

3.6 Chief

The Public Safety Director of the Fridley Police Department.

3.7 Union Officer

Officer elected or appointed by the Law Enforcement Labor Services, Inc.

3.8 Investigator/Detective

An Employee specifically assigned or classified by the Employer to the job classification and/or job position of Investigator/Detective.

3.9 Overtime

Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.

3.10 Scheduled Shift

A consecutive work period, including rest breaks and a lunch break.

3.11 Rest Breaks

Periods during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.

3.12 Lunch Break

A period during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.

3.13 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.

Article 4. Employer Security

The Union agrees that during the life of this Agreement the Union 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. 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 directed by 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 posting Union notice(s) and announcement(s).

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

Article 7. Employee Rights – Grievance Procedure

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.

7.3 Processing of Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a 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 that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 Employee's supervisor as designated by the Employer. The Employer-designated representative 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 Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2a

If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 3 of the grievance procedure. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 3

A grievance unresolved in Step 2 or Step 2a and appealed to Step 3 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 Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

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

c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 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, 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.

7.7 Choice of Remedy

If, as a result of the written Employer response in Step 2 or 2a, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or to another procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 7. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article 7 or an alternate procedure - and shall sign a statement to the effect that the choice of the alternate procedure precludes the aggrieved Employee from making a subsequent appeal through Step 3 of Article 7.

Except with respect to statutes under jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299(1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph of this Section shall be null and void.

Article 8. Savings Clause

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Fridley. 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 9. Seniority

9.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or rehired Employee may be discharged at the sole direction 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.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An Employee on layoff shall have an opportunity to return to work within two years (2) of the time of his/her layoff before any new Employee is hired.

9.4 Senior Employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.

9.5 Senior qualified Employees shall be given shift assignments preference after eighteen (18) months of continuous full-time employment.

9.6 One continuous scheduled annual leave period (not to exceed two weeks/84 hours) may be selected on the basis of Job Classification Seniority until December 1st of the year prior to effected calendar year. After this date, scheduled annual leave shall be on a first-come, first-served basis.

9.7 Employees shall lose their seniority for the following reasons:

a. Discharge, if not reversed;

b. Resignation;

c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence. Events beyond the control of the Employee, which prevent the Employee from returning to work will not cause loss of seniority;

d. Retirement.

Article 10. Discipline

10.1 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.

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

10.3 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 the Union will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Discharges will be preceded by suspension without pay for forty (40) regularly scheduled working hours unless otherwise required by law.

10.6 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.

10.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

Article 11. Constitutional Protection

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

Article 12. Work Schedules

12.1 The normal work year is an average forty (40) hour work week for full-time Employees to be accounted for by each Employee through:

a. hours worked on assigned shifts;
b. holidays;
c. assigned training;
e. authorized leave time.

12.2 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.

Article 13. Overtime

13.1 Employees will be compensated at one and one-half (1-1/2) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.

13.2 Overtime will be distributed as equally as practicable.

13.3 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

Article 14. Court Time

14.1 An Employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1.5) times the Employee's base pay rate. The City may assign the Employee to stand by pending the notification of their appearance being required. Unless otherwise specified by the City or the prosecutor, this period of standby shall commence three (3) hours prior to the time scheduled for the Employee's appearance in court. The Employee will be compensated for three (3) hours at their base rate as provided in Article 18 for each day on standby.

14.2 If the court appearance is scheduled during the Employee's off time, and if the court appearance is cancelled, the Employee will be notified by the end of the business day (5:00 p.m.) preceding the court appearance. If notification of cancellation is not made by the end of the business day (5:00 p.m.) preceding the court appearance, the Employee will receive standby pay for three (3) hours at their base rate of pay.

14.3 The business day notice applies to all court cases for which the Employee receives notice resulting from their employment with the City.

14.4 Employees who are assigned to standby for a court appearance during their off-duty time, and who are then notified by the prosecuting attorney that they need to appear and who do appear in court shall receive a minimum of three (3) hours pay at one and one-half (1.5) times the Employee base rate of pay. Employees will not be paid both standby pay and for three (3) hours at one and one-half their base rate of pay.

14.5 Employees will be required to appear for the Court Trials/Traffic Court, for Contested Omnibus Hearings, for Implied Consent Hearings, and for any other court appearance where the City or the prosecuting attorney directs that Standby is not feasible.

Article 15. Call Back Time

15.1 An Employee who is called to duty during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum.

15.2 An Employee who works extra-duty work (outside employment) during the Employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's base pay rate. Extra-duty hours worked on a holiday, as defined in Article 26, shall be compensated at two (2) times the Employee's base pay rate.

Article 16. Working Out of Classification

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

Article 17. Insurance

17.1 For the calendar year 2025, for Employees who choose single coverage in the Base Plan, the Employer will contribute up to $937.75 per month per employee toward the single health insurance premium; and $1,566.76 per month toward the employee-plus-one health insurance premium, and $2,239.96 per month toward the dependent health insurance premium, or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2026 rates for the non-union employees are less, the previous year's contribution will remain in effect.

17.2 For the calendar year 2025, for Employees who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute $839.88 per month toward the single health insurance premium, and $1,619.20 toward the employee-plus-one health insurance premium, and $2,432.20 toward dependent health insurance premium, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees. If the 2026 rates for the non-union employees are less, the previous year's contribution will remain in effect.

17.3 For the calendar year 2025, for Employees who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute $100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan

For the calendar year of 2026, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA. If the 2026 rates for the non-union employees are less, the previous year's contribution will remain in effect.

17.4 For the calendar year 2025, for Employees who choose the high deductible health plan and healthcare savings account (HSA), the Employer will contribute $774.66 per month toward single health insurance premium, and $1,539.14 for employee-plus-one health insurance premium, and $2,335.61 toward the dependent health insurance premium, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account. If the 2026 rates for the non-union employees are less, the previous year's contribution will remain in effect.

17.5 For the calendar year 2025, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute $100 per month toward the H.S.A. Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

17.6 For the calendar year 2025, for Employees who choose dental coverage, the Employer will contribute up to $25 per month toward the dental insurance premium, or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar year of 2026, for Employees who choose the dental coverage, the Employer will contribute an equal amount toward the dental insurance premium as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

17.7 The Employer will provide group term life insurance with a maximum of $25,000 per Employee and additional accidental death and disability insurance with a maximum of $25,000 per Employee (current cost is $2.88 per month), or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

17.8 For the calendar year 2025, in accordance with the Employer's Flexible Benefit Plan, Employees have the option during an open enrollment period or during approved qualified events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere. In lieu of electing health and dental benefits, Employees may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit of $476.77, or the amount equal to or greater than the amount provided to non-union employees.

For the calendar year of 2026, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. If the 2026 amounts for the non-union employees are less, the previous year's amount will remain in effect.

Benefit Leave days are required to be used within in the calendar year and may not be carried into the following year.

17.9 All patrol shall be enrolled in a retirement health savings plan (RHSP) and shall contribute $75.00 per pay period into their account.

Article 18. Standby Pay

Employees required by the Employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby. Employees placed on standby shall remain able to respond within a reasonable time. Such reasonable time, if not otherwise specified at the time of assignment to standby, shall be one (1) hour to the police department, assigned court location, or other location designated by the City. Employees placed on standby shall remain available to be contacted by the Employer by normal means to include phone or wireless communication devices. Employees assigned to standby for court appearances shall be compensated for three (3) hours of pay for each day or portion of a day on standby.

Article 19. Uniforms

The Employer shall provide required uniform and equipment items.

Article 20. P.O.S.T. Training

20.1 Employer shall assign training at Employer's expense for Police Officers to complete 48 hours of P.O.S.T. Board approved education during each three-year licensing period.

20.2 Employer shall pay the cost of maintaining P.O.S.T. licensure for all Employees required to maintain the license.

Article 21. Longevity

21.1 After four (4) years of continuous employment each Employee shall be paid three percent (3%) of the Employee's base rate.

21.2 After six (6) years of continuous employment, each Employee shall be paid supplementary pay of five percent (5%) of the Employee's base rate.

21.3 After eight (8) years of continuous employment, each Employee shall be paid supplementary pay of seven percent (7%) of the Employee's base rate.

21.4 After ten (10) years of continuous employment, each Employee shall be paid supplementary pay of nine percent (9%) of the Employee's base rate.

Article 22. Wage Rates

22.1 The following hourly wage rates will apply for 2025 and 2026 (amounts may be rounded to two decimal points):

Amounts reflect a 3% increase for 2025 and 4% increase for 2026:

Step	1/1/2025 Hourly Rate (3%)	1/1/2026 Hourly Rate (4%)
Start	36.24	37.69
1 Year	40.93	42.56
2 Year	45.31	47.13
3 Year	49.88	51.88

22.2 Employees classified or assigned by the Employer to the following job classifications or positions will receive five percent (5%) in addition to their regular wage rate:

Investigative (Detective); School Resource Officer; Rental Housing Officer, Drug Task Force Investigator, K-9, and Special Operations Units.

22.3 An Employee certified for and assigned to Field Training Officer (FTO) duties shall receive overtime pay equal to the overtime rate or compensatory time at time and one-half up to the limit in Article 30, in addition to any other regular overtime worked, for any single shift worked as Field Training Officer as indicated:

Shift of 12 or more hours	two (2) hours
Shift of 8 to 11.9 hours	one and one half (1-1/2) hours
Shift of 4 to 7.9 hours	one (1) hour

22.4 Employees who work between 11 p.m. and 7 a.m. shall be paid a shift differential for hours worked between those times, according to the following schedule:

a. An additional $1.00 per hour will be paid for regular hours worked.

b. An additional one and one-half (1 1/2) times the shift differential ($1.50 per hour) will be paid in addition to overtime compensation for hours worked in addition to a regularly scheduled shift, and for call back or early report to a shift, for extra duty hours, or voluntary overtime shifts.

c. An additional two (2) times the shift differential ($2.00 per hour) will be paid in addition to overtime pay for overtime hours worked on a holiday.

d. Shift differential does not apply to any leave type taken for hours during those hours.

Article 23. Legal Defense

23.1 Employees involved in litigation because of proven negligence, or non-observance of laws, or of a personal nature, may not receive legal defense by the municipality.

23.2 Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under the direct order of his/her supervisor, shall be reimbursed for attorney's fees and court costs actually incurred by such Employee in defending against such charge.

23.3 Employer will provide protection for all Employees against false arrest charges.

Article 24. Probationary Periods

All newly hired or rehired Employees will serve a twelve (12) month probationary period.

Article 25. Annual Leave

25.1 Each Employee shall be entitled to annual leave away from employment with pay. Employees shall accrue annual leave based on an average eight (8) hour workday. Annual leave may be used for scheduled or emergency absences from employment. Annual leave pay shall be computed at the regular rate of pay to which such an Employee is entitled; provided, however, that the amount of any compensation shall be reduced by the payment received by the Employee from workers' compensation insurance, Public Employees Retirement Association disability insurance, or Social Security disability insurance. An Employee's accumulation of annual leave will be reduced only by the amount of annual leave for which the Employee received compensation.

25.2 Seniority shall apply on requested leave up to December 1st of the year prior to the effected calendar year. After this date, scheduled annual leave shall be on a first-come, first-served basis.

25.3 A beginning Employee shall accrue annual leave at the rate of eighteen (18) days (144 hours) per year for the first seven (7) years (84 successive months).

An Employee who has worked seven (7) years (84 consecutive months) shall accrue annual leave at the rate of twenty-four (24) days (192 hours) per year, beginning with the eighty-fifth (85th) month of successive employment.

An Employee who has worked fifteen (15) years (180 successive months) shall accrue annual leave at the rate of twenty-six (26) days (208 hours) per year, beginning with the one hundred eighty-first (181st) month of successive employment.

Effective 1/1/2014, an Employee who has worked twenty (20) years (240 consecutive months) shall accrue annual leave at the rate of twenty-eight (28) days (224 hours) per year, beginning with the two hundred forty first (241) month of successive employment.

These rates are based on a forty-hour (40) regular workweek. The actual amount credited to an Employee in any given pay period shall be prorated according to the actual number of regular hours worked during that pay period. Hours worked on overtime, callback, or standby shall not enter into the calculation of the accrual of annual leave.

25.4 For an Employee hired on or after January 1, 1984:

Effective 1/1/2014, the maximum total accumulation of annual leave at the end of any given year shall be forty (40) days (320 hours).

25.5 An Employee who wishes to take advantage of the catch-up provision for the City's 457 Deferred Compensation Plan may exchange as many days as desired for cash under the following conditions:

a. The Employee's cap is reduced by the number of days exchanged.

b. In no case may the cap be reduced below forty (40) days (320 hours).

c. An Employee taking advantage of this provision must file the appropriate forms with the payroll division of the Employer.

25.6 Upon separation from employment with the City, an Employee will be paid one (1) day's salary for each day of accrued annual leave remaining in the Employee's balance.

Article 26. Wellness Leave

26.1 Employees will be awarded fifty-six (56) hours of Wellness Leave at the start of the calendar year for participation in the Public Safety Wellness program.

Employees will not be eligible to participate in the City of Fridley Wellness program.

26.2 Employees, with approval, may use accumulated Wellness leave time in any hourly increment the employee chooses.

26.3 Wellness leave hours must be used in the calendar year in which they are awarded, and any unused hours after December 31st of the year will be forfeited.

26.4 Wellness Leaves hours will be prorated for those who leave employment with the City of Fridley prior to the end of the calendar year. Employees who begin employment with the City of Fridley after the start of the calendar year will be awarded prorated Wellness Leave.

Article 27. Holidays

27.1 Employees will accrue eight (8) hours of holiday leave for each of thirteen (13) holidays in a calendar year.

27.2 In addition to the thirteen (13) holidays, Employees assigned to the Patrol Division shall be paid at one and one-half (1- ½) times their base rate of pay for all hours worked on the actual holiday between the hours of midnight and midnight. For any overtime hours worked on a holiday, Employees will be paid two (2) times their base rate of pay.

27.3 Employees, with approval, may use accumulated holiday leave time in any hourly increment the Employee chooses.

27.4 Once a year, Employees will be paid for any unused holiday hours remaining after

Dec. 31st of each year, up to a maximum of ninety-six (96) hours. Payment will be made at the Employee's hourly rate in effect on Dec. 31st of the year in which the holiday hours were accrued.

27.5 The Employer will designate the holiday schedule and communicate to Employees in advance.

Article 28. Short Term Disability

28.1 Upon the effective date of the short-term disability plan, the Employer will provide short-term disability insurance coverage for Employees who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

28.2 The Employer will pay the premium (taxable) for short-term disability coverage.

28.3 During the short-term disability period, the Employer will continue to contribute toward the Employer's portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the Employee is actively employed or until the disabled Employee returns to work.

28.4 The short-term disability coverage will begin following the insurer's definition of waiting period and shall not exceed 90 calendar days for any single illness or injury, regardless of the number and spacing of episodes.

28.5 The annual leave balance of an Employee receiving short-term disability benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

28.6 Before any short-term disability payments are made or authorized, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the short-term disability benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

Article 29. Long-Term Disability

29.1 Upon the effective date of the long-term disability plan, the Employer will provide long-term disability insurance coverage for Employees who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

29.2 The Employer will pay the premium (taxable) for long-term disability coverage.

29.3 During the long-term disability period, the Employer will continue to contribute toward the Employer's portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the Employee is actively employed or until the disabled Employee returns to work.

29.4 The long-term disability coverage will begin following the insurer's definition of waiting period (currently 90 calendars days) and shall continue until the coverage terminates as determined under the terms of the insured product.

29.5 The annual leave balance of an Employee receiving long-term disability benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

29.6 Before any long-term disability payments are made or authorized, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the long-term disability benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

Article 30. Injury On-Duty (IOD) Benefit

30.1 Employees injured during the performance of their duties for the Employer and are thereby rendered unable to work for the Employer will be compensated for the difference between the Employee's regular take-home pay and any Workers' Compensation insurance payments from the time of injury for a period not to exceed ninety (90) working days per injury.

30.2 The annual leave balance of an Employee receiving the injury on duty benefit shall not be reduced nor shall such Employee accrue annual leave during that period.

30.3 While an Employee is receiving the IOD benefit, the Employer will continue to make the Employer contributions toward insurance benefit package (e.g. health, dental, life insurance contributions, etc.).

30.4 Before any injury on duty or workers' compensation payments are made or authorized by the Employer to an Employee, the Employer or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

30.5 The Employer also reserves the right to have an examination made at any time of any Employee claiming payment under the IOD benefit. Such examination may be made on behalf of the Employer by any competent person designated by the Employer when the Employer deems the same to be reasonably necessary to verify the illness or injury claimed.

30.6 If the injury is deemed not work related or not approved by the workers' compensation insurer, the Employee must reimburse the Employer for lost time, benefits, etc. through annual leave, other forms of leave and/or direct reimbursement within a reasonable amount of time or upon terms agreed upon by the Employer and Employee.

Article 31. Paid Parental Leave

31.1 The Employer will provide up to four (4) weeks (based on an average 40-hour work week) or 160 hours of paid parental leave or the amount provided to non-union employees.

31.2 The leave will be allowed following the birth of an Employee's child or the placement of a child with an Employee in connection with adoption or foster care and may be taken at any time during the three (3) month period immediately following the birth, adoption or placement of a child with the Employee.

31.3 The compensation will occur at the Employee's regular rate of pay and all other terms and administration will follow the Employer's Parental Leave policy.

Article 32. Bereavement Leave

32.1 Bereavement leave will be granted to full-time Employees up to a maximum of twenty-four (24) scheduled hours. Bereavement Leave is granted in case of deaths occurring in the immediate family.

Immediate family is considered to include: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents in-laws, brothers in-law, and sisters in-law. Step-parents, step-children, step grandparents, and step grandparents in-law are included in the definition of immediate family members.

32.2 The City will allow union employees to follow current practices for non-union employees, which gives Employees an option to appeal directly to the City Manager for additional time off if extenuating circumstances prevail.

Article 33. Jury Pay

It shall be understood and agreed that the Employer shall pay all regular full-time Employees serving on any jury the difference in salary between jury pay and the Employee's regular salary or pay while in such service.

Article 34. Compensatory Time

Management reserves the right to approve compensatory time in lieu of overtime pay. Compensatory time shall not be accumulated in excess of forty (40) hours, and must be used within the calendar year in which it was accumulated as determined by the Employer.

Article 35. Employee Education Program

35.1 The Employer will pay certain expenses for certain education courses based on the following criteria:

a. The training course must have relevance to the Employee's present or anticipated career responsibilities;

b. Attendance shall be at an institution approved by the Employer. The course must be approved by the Chief.

c. Financial assistance will be extended only to courses offered by an accredited institution. This includes vocational schools, Minnesota School of Business, etc.

35.2 Programs Financial Policy

Financial assistance not to exceed the amount of two thousand, nine hundred, twenty-five dollars ($2,925.00) per Employee per year will be extended to cover the cost of tuition, required books or educational materials, and required fees related to the course. Charges for student union membership, student health coverage, mileage, parking, and other charges for which the student receives some item or services other than actual instruction will not be paid. Upon successful completion of the course, an Employee will be required to present to the Chief a certification of satisfactory work. Satisfactory work is defined as follows:

a. In courses issuing a letter grade, a C or above is required.

b. In courses issuing a numerical grade, seventy percent (70%) or above is required.

c. In courses not issuing a grade, a certification from the instructor that the student satisfactorily participated in the activities of the course is required.

35.3 If the Employee satisfactorily completes the course and provides the required documentation, the Employee will be reimbursed for 100% of the cost of the eligible costs (i.e. tuition, books, course fees, etc.) If the Employee fails to satisfactorily complete the course, the Employee will not be reimbursed for these costs.

35.4 The program will not reimburse the Employee for the hours the Employee spends in class, only for the tuition.

35.5 Expenses for which the Employee is compensated under some other educational or assistance program, scholarships, or programs such as the GI bill, will not be covered.

35.6 The City will not pay tuition or other costs for those courses, which are used to make the Employee eligible for additional salary.

35.7 The City will not reimburse the Employee for any course which is not completed and or any course which may be a duplicate or retaken.

Article 36. Pay for Investigators, School Resource, Rental Housing Officers, Drug Task Force Investigators, K-9, and Special Operations Units

In addition to receiving the five (5%) percent per month differential pay, Employees assigned as Investigators, School Resource, Rental Housing Officers, Drug Task Force Investigators, K-9, and Special Operations Units shall be eligible for the overtime provisions of the contract applicable to Police Officers.

Article 37. BMC Case No. 85-PN-486-A, Issue 8

The Employer shall establish a minimum of two (2) months between each shift change in the rotation.

Article 38. Waiver

38.1 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.

38.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any 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 Employee and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by the 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 39. Duration

This Agreement shall be effective as of the first day of January 1, 2025, and shall remain in full force and effect through the thirty-first day of December 2026. In witness whereof, the parties hereto have executed this Agreement on this 23 day of September 2024.

Signatures:

We hereby recommend approval of this agreement.

FOR CITY OF FRIDLEY

Scott J. Lund, Mayor	(Date)
Walter T. Wysopal, City Manager	(Date)
Rebecca A. Hellegers, Human Resources Director	(Date)
Ryan N. George, Public Safety Director	(Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Sean McKnight, LELS Business Agent	(Date)
Mark Mickelson, Steward	(Date)
Nico Wallat, Steward	(Date)

MEMORANDUM OF AGREEMENT

Between the City of Fridley and Law Enforcement Labor Services, Inc., Local #119

This Memorandum of Agreement is entered into between the City of Fridley (hereafter "City") and Law Enforcement Labor Services, Inc., Local #119 (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter "Agreement") in effect from January 1, 2025, to December 31, 2026, providing for the terms and conditions of employment for certain Police Officers working for the City; and

WHEREAS, the City and the Union recognize that there is unpredictability for law enforcement wages in 2026

WHEREAS, the parties addressed the matter during negotiations and agreed that a market evaluation would be completed in 2026.

NOW, the City and the Union agree as follows:

In 2026, the Union and Employer agree that comparable City wages will be reviewed in April, to determine if the 2026 contract wages meet the average of the market. The average will be calculated by using contracts of the comparable cities that are settled as of the date of evaluation [April 1]. If at least 11 of the comparable cities have settled contracts, the unsettled contracts will be discarded for the purposes of this calculation. If 2026 contract wages are below the calculated market average, the wage rate will be increased by multiplying the calculated percentage increase below the market average times 1.33. New pay rates will be effective on the 2nd full pay period in April and paid on the first pay period in May.

The Market Cities will include the following:

St Louis Park PD
Coon Rapids PD
Maplewood PD
Apple Valley PD
Brooklyn Center PD
Golden Valley PD
New Brighton PD

Blaine PD
Oakdale PD
Columbia Heights PD
Roseville PD
New Hope PD
Crystal PD
Richfield PD

The parties recognize the market adjustment is a means to address the factually unique circumstances related to the volatility of law enforcement market conditions and that this agreement fully expires at 11:59pm on December 31, 2026.

Signatures: We hereby recommend approval of this agreement.

For the City of Fridley

Scott Lund, Mayor (Date)

Walter Wysopal, City Manager (Date)

Rebecca Hellegers, Human Resources Director (Date)

Ryan George, Public Safety Director (Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

08/21/2024

Sean McKnight, LELS Business Agent (Date)

08/21/2024

Nico Wallat, Steward (Date)

9/3/24

Mark Mickelson, Steward (Date)

MEMORANDUM OF AGREEMENT

Between the City of Fridley and
Law Enforcement Labor Services, Inc., Local #310

This Memorandum of Agreement is entered into between the City of Fridley (hereafter "City") and Law Enforcement Labor Services, Inc., Local #310 (hereafter "Union").

WHEREAS the City and the Union are parties to a collective bargaining agreement (hereinafter "Agreement") in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for certain Sergeants working for the City; and

WHEREAS the City has determined that a wage adjustment for 2024 will assist the City in recruiting and retaining Sergeants; and

WHEREAS the City has offered, and the Union has agreed, to the wage changes noted below;

NOW, THEREFORE the following wage adjustments will be made to existing wage rates and placement of incumbent sergeants:

1. The collective bargaining agreement will be amended to add a new Article 21.4:

   21.4 The following hourly wage rates will apply effective July 1, 2024:

Steps	Hourly Rate
Start	$55.66
1 Year	$56.43
2 Year	$57.94
3 Year	$59.59
4 Year	$61.29

2. Existing employees in the Sergeant classification as of July 1, 2024, will receive a corresponding increase at that time

The parties recognize that this wage revision is the result of factually unique circumstances related to recruitment and retention and this Agreement shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

Signatures:

We hereby recommend approval of this agreement.

For the City of Fridley

Scott Lund, Mayor	(Date)
Walter Wysopal, City Manager	(Date)
Rebecca A. Hellegers, Human Resources Director	(Date)
Ryan George, Public Safety Director	(Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Robin Roeser, LELS Business Agent	(Date)
Chris McClish, Steward	(Date)
Erik Johnson, Steward	(Date)

MEMORANDUM OF AGREEMENT

Between the City of Fridley and
Law Enforcement Labor Services, Inc., Local #119

This Memorandum of Agreement is entered into between the City of Fridley (hereafter "City") and Law Enforcement Labor Services, Inc., Local #119 (hereafter "Union").

WHEREAS the City and the Union are parties to a collective bargaining agreement (hereinafter "Agreement") in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for certain Police Officers working for the City; and

WHEREAS the City has determined that a wage adjustment for 2024 will assist the City in recruiting and retaining Police Officers; and

WHEREAS the City has offered, and the Union has agreed, to the wage changes noted below;

NOW, THEREFORE the following wage adjustments will be made to existing wage rates and placement of incumbent Police Officers:

1. The collective bargaining agreement will be amended to add a new Article 22.5:

    22.5 The following hourly wage rates will apply effective July 1, 2024:

Steps	Hourly Rate
Start	$32.97
6 months	$35.19
1 Year	$39.73
2Year	$43.99
3Year	$48.43

2. Existing employees in the Police Officer classification as of July 1, 2024, will receive a corresponding increase at that time.

The parties recognize that this wage revision is the result of factually unique circumstances related to recruitment and retention and this Agreement shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

Signatures:

We hereby recommend approval of this agreement.

For the City of Fridley

Scott Lund, Mayor (Date)

Walter Wysopal, City Manager (Date)

Rebecca Hellegers, Human Resources Director (Date)

Ryan George, Public Safety Director (Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

08/21/2024

Sean McKnight, LELS Business Agent (Date)

8/21/2024

Nico Wallat, Steward (Date)

9/3/24

Mark Mickelson, Steward (Date)

AGENDA REPORT

Meeting Date: September 23, 2024 **Meeting Type:** City Council Conference Meeting

Submitted By: Rebecca Hellegers, Director of Employee Resources

Title

Update from the Employee Resources Department

Background

Staff will provide Council with an update on new City employees.

Financial Impact

Included in budget

Focus on Fridley Strategic Alignment

___	Vibrant Neighborhoods & Places	___	Community Identity & Relationship Building
___	Financial Stability & Commercial Prosperity	___	Public Safety & Environmental Stewardship
X	Organizational Excellence		

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.