



**SOUTH LAKE MINNETONKA POLICE DEPARTMENT**  
**24150 Smithtown Road**  
**Shorewood, Minnesota 55331**

Michael Meehan  
Chief of Police

Office: 952.474.3261  
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**SOUTH LAKE MINNETONKA POLICE DEPARTMENT**  
**COORDINATING COMMITTEE**

**Quarterly Meeting**

A quarterly Coordinating Committee meeting will be held at **5:30 p.m. on Wednesday, January 13, 2021**. This meeting will be held virtually, and the public is invited to join on the following link:

Topic: South Lake Minnetonka PD Coordinating Committee Meeting—**CLOSED SESSION**

Time: January 13, 2021 **5:30** PM Central Time (US and Canada)

*Pursuant to MN State Statute 13D.03 The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals. The meeting must be electronically recorded. The recordings must be preserved for at least 2 years after the contract is signed.*

Topic: South Lake Minnetonka PD Coordinating Committee Meeting – **OPEN SESSION**

Time: January 13, 2021 **6:00** PM Central Time (US and Canada)

Mike Meehan is inviting you to a scheduled Zoom meeting.

Topic: SLMPD Coordinating Committee Meeting

Time: Jan 13, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85464183480?pwd=TGpRVTh0SkhhV3FmSU5FUnZvYjdYZ>

[z09](#)

Meeting ID: 854 6418 3480

Passcode: 381556

One tap mobile

+13017158592,,85464183480#,,,,\*381556# US (Washington D.C)

+13126266799,,85464183480#,,,,\*381556# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 854 6418 3480

Passcode: 381556

Find your local number: <https://us02web.zoom.us/j/kdTT4WGmWk>

Any questions should be directed to Chief Mike Meehan at 952.474.3261

*Serving the South Lake Minnetonka Communities of Excelsior, Greenwood, Shorewood and Tonka Bay*



SOUTH LAKE MINNETONKA  
POLICE DEPARTMENT

24150 SMITHTOWN ROAD  
SHOREWOOD, MN 55331-8598

Mike Meehan  
Chief of Police

Office (952) 474.3261  
Fax (952) 474.4477

## **Coordinating Committee Meeting**

### **Quarterly Meeting Agenda**

**5:30 p.m. Wednesday, January 13, 2021**

1. CALL TO ORDER – ROLL CALL – APPROVAL OF AGENDA
2. CONSENT AGENDA
  - A. Summary Minutes
    1. October 14, 2020 – Quarterly Meeting
  - B. Verifieds
    1. October - December 2020 – Verifieds

### **CLOSED SESSION – 5:30 P.M.**

3. UNION NEGOTIATIONS – CLOSED SESSION

*Pursuant to MN State Statute 13D.03 The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals. The meeting must be electronically recorded. The recordings must be preserved for at least 2 years after the contract is signed.*

### **REGULAR MEETING – OPEN SESSION – 6:00 P.M.**

4. 2021 HOUSEKEEPING MATTERS
5. MATTERS FROM THE FLOOR
6. CHIEF'S PERFORMANCE REVIEW
7. CHIEF'S SALARY
8. LT.'S SALARY
9. SPECIAL EVENTS
10. CHIEF'S UPDATES
11. JPA DISCUSSION
12. REMAINING MEETING DATES FOR 2021

*April 14, 2021; July 14, 2021; October 13, 2021*

13. ADJOURNMENT

*Serving the South Lake Minnetonka Communities of Excelsior, Greenwood, Shorewood and Tonka Bay*

### SUMMARY MINUTES

1. CALL TO ORDER – ROLL CALL – APPROVAL OF AGENDA

Mayor Zerby called the regular meeting to order at 5:00 P.M.

Present: Committee Members Carlson, Kind, De La Vega, and Zerby; Chief of Police Mike Meehan, Administrator Laura Holtan; Excelsior City Manager Luger; Shorewood City Administrator Lerud; and Tonka Bay City Administrator Laur; Shorewood Public Works Larry Brown

**Mayor Kind moved to approve the agenda. Mayor Carlson seconded. Motion passed 4/0.**

2. CONSENT AGENDA

- A. Summary Minutes
  - (1) July 8, 2020 – Quarterly Meeting
- B. Verifieds
  - (1) July - September 2020 - Verifieds

**Mayor Kind moved to approve the consent agenda. Mayor De La Vega seconded. Motion passed 4/0.**

3. MATTERS FROM THE FLOOR - None

4. BUILDING CONCRETE PROJECT

- A. \$80,000 set aside for concrete project a few years ago
- B. Began working with Shorewood Public Works Larry Brown
- C. \$80,000 from both SLMPD & EFD are no longer sufficient
- D. New cost is estimated at \$240,000/\$250,000, but may be a little high
- E. To make up \$40,000, transfer from the building capital account or look at the CD
- F. Kind asking about putting project off until February 1, 2023 once building is paid off
  - o Issue with delaying project, every year expense has grown due to concrete pricing
  - o Considered doing half project now and then finish later – not recommended by engineer
- G. Larry Brown addressed issues with water penetrating building, cosmetic fixes to concrete in front of building, and ice buildups
- H. Pricing seems on point for fall/winter & opinion is there is no better time
- I. Project to start in Spring 2021
  - o Must advertise minimum of 3 weeks to allow bidders to reach requirements.
  - o EFD approved project to go out to bid last week

**Motion by Mayor Kind to authorize staff to move forward securing bids and bring back to the CC for the SLMPD improvements. Mayor Carlson seconded, with the understanding that they will receive the bids. Motion carries 4/0.**

5. DEPARTMENT CELL PHONES

- A. HCAO recommended to provide secure cell phones for department staff
  - o One phone still locked by the BCA
- B. Department ended stipend pay for personal phones
- C. Cyber security is moving towards dual factor authentication
  - o For staff to receive those codes, currently there are not enough phones
- D. Issuing all employees department issue cell phones at roughly \$40 per line
- E. Government rates allow department to sell phones back after 1 year and make money for that account
- F. Budget increase would come in 2022 as 2021 budget has been set

**Motion by Mayor Kind to authorize staff to move forward with 20 lines for cell phone service. Mayor De La Vega seconded. Motion carries 4/0.**

6. WEST COMMAND

- A. Civil unrest, Chief received calls about resources and capabilities
- B. West command mobile field force, project being pushed by HC chief of police association
- C. Proposal for all suburban agencies to forward 10% of current sworn staff to participate in west command mobile field force
- D. Would be required to respond should there be civil unrest in their community
- E. 2 officers have gone through FEMA course
- F. Compiled of approximately 140 officers, waiting on Bloomington and HCSO – on standby for civil unrest suburban communities
  - o Cannot request assistance if you do not participate
- G. 100% participation with HC chief's, exception of Three Rivers

7. CHIEF'S UPDATE

- A. Narcotics warrant executed by HC VOTF
  - o Our SWAT team was mobilizing at our dept
  - o Suspect left, units were asked to pull vehicle over that fled at a high rate of speed
  - o Suspect drove off road/abandoned vehicle, fled on foot
  - o Large amount of narcotics found in car and dumped in Marina
  - o Suspect not currently in custody
- B. Staffing
  - o One officer resigned
  - o One officer has passed field training and out on own, two officers still in training
  - o New officer started on 10/05/20
  - o Going to attempt to obtain a 17<sup>th</sup> officer in anticipation of Lt retiring early 2021

8. MEETING DATES

Laura will send out dates for 2<sup>nd</sup> Wednesday of 2021 in January, April, July, October

9. ADJOURNMENT

**Appreciation to Zerby & De La Vega as this is their last year serving as mayors for Shorewood & Tonka Bay.**

**Motion by Mayor Carlson, Mayor Kind seconded. Adjourned 5:45 p.m. Motion carries 4/0.**

Respectfully submitted,

Laura Holtan  
Administrator

## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Lieutenant Salary Worksheet

Sergeant Wage and Benefit	Amount	Adjusted Lt. Salary	Sub-Category
Base Wage 2021	\$7,978.48	Top Sergeant	\$9,111.00
Longevity (8% of Base)	\$638.28	10% Salary Spread	\$911.10
Holiday Pay (Sum)	\$368.24	Lt. Salary (monthly)	\$10,022.10
Educational Incentive (Bachelor)	\$125.00		
<b>Top Sergeant Monthly Total</b>	<b>\$9,110.00</b>	<b>Top Lt. Salary</b>	<b>\$10,022.10</b>

**Projected Lieutenant Salary  
adjusted for benefits and compression**

Lieutenant Salary Schedule	0-12 months	13-24 months	25-36 months	37 & over
Salary 2021	\$9,636.64	\$9,733.00	\$9,829.37	\$10,022.10
Salary 2022	\$9,925.74	\$10,024.99	\$10,124.25	\$10,322.76
Salary 2023	\$10,223.51	\$10,325.74	\$10,427.98	\$10,632.45



7:59 AM  
11/02/20

## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds October 2020

Type	Date	Num	Name	Memo	Amount
Check	10/01/2020	eftps	MN Department of Revenue	State Withholding Taxes	-3,149.00
Check	10/01/2020	eftps	IRS	Taxes	-10,160.06
Check	10/01/2020	eftps	PERA	Pension Contributions	-18,760.52
Check	10/01/2020	DebitCard	Amazon.Com	FTO Supplies	-31.94
Check	10/01/2020	eftps	HealthPartners	Monthly Premium	-21,349.06
Check	10/02/2020	DebitCard	Amazon.Com	Batteries	-44.82
Check	10/05/2020	DebitCard	Amazon Web Services	Transcription	-0.94
Check	10/07/2020	DebitCard	POST Board	Police Officer Licenses	-93.95
Check	10/07/2020	eftps	Enterprise FM Trust	Fleet Fuel	-1,868.78
Check	10/07/2020	eftps	Xcel Energy	Monthly Service	-5,420.84
Check	10/07/2020	eftps	Republic Services	Monthly Service	-454.14
Check	10/07/2020	DebitCard	Amazon.Com	Office Supplies	-18.79
Check	10/08/2020	20358	Alliance Mechanical Services	Quarterly Billing	-1,020.00
Check	10/08/2020	20359	Sommergate Landscaping	Landscaping	-225.00
Check	10/08/2020	20360	Teamsters Local 320	Dental Premium	-1,938.00
Check	10/08/2020	20361	BelayHost	E-mail Server Filterering	-208.35
Check	10/08/2020	20362	Certified Recycling	Special Event	-293.00
Check	10/08/2020	20363	Tharaldson Plumbing & Heating	Plumbing Services	-805.00
Check	10/08/2020	20364	Brand Networking	Network Engineering	-1,440.00
Check	10/08/2020	20365	Martin-McAllister	Evaluation Services	-700.00
Check	10/08/2020	20366	City of Shorewood	Water/Sewer	-650.26
Check	10/08/2020	20367	Shorewood True Value	Supplies	-64.96
Check	10/08/2020	20368	GSSC	Brivo Web Access	-526.20
Check	10/08/2020	20369	Bureau of Criminal Apprehension	CJDN Access Fee	-390.00
Check	10/08/2020	20370	Intoximeters	Supplies	-1,046.00
Check	10/08/2020	20371	Enterprise FM Trust	Fleet	-1,218.14
Check	10/08/2020	eftps	Verizon	Monthly Services	-2,223.28
Check	10/08/2020	eftps	Center Point Energy	Monthly Service	-691.63
Check	10/08/2020	20372	NCPERS Group Life Insurance	Monthly Premium	-80.00
Check	10/08/2020	20373	MN Labor Law Poster Service	2021 MN Labor Law Posters	-89.50
Check	10/08/2020	20374	Hennepin County Treasurer	HC Care of Persons	-873.20
Check	10/09/2020	DebitCard	Intuit	Annual Fee	-535.80
Check	10/13/2020	20375	VOYA	Deferred Comp	-2,895.00
Check	10/13/2020	DebitCard	Amazon.Com	Digital Recorders	-99.98
Check	10/13/2020	DebitCard	Postmaster	Postage	-11.00
Check	10/13/2020	DebitCard	Discount Thermal Labels	Evidence labels	-106.80
Check	10/13/2020	DebitCard	Amazon.Com	Prime	-13.97
Liability Check	10/14/2020		QuickBooks Payroll Service	Payroll Service on 10/13/2020	-45,864.45
Check	10/14/2020	eftps	Optum	HSA Contributions	-5,116.36
Check	10/14/2020	DebitCard	Amazon.Com	Property Room Labels	-21.98
Check	10/15/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,977.00

7:59 AM  
11/02/20

## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds October 2020

Check	10/15/2020	eftps	IRS	Taxes	-9,514.38
Check	10/15/2020	eftps	PERA	Pension Contributions	-19,529.41
Check	10/15/2020	20376	Symbol Arts	Werner Plaque	-49.95
Check	10/15/2020	20377	On-Site Medical Services Inc	Hearing Test	-1,230.00
Check	10/15/2020	20378	Laughlin's Pest Control Company	Quarterly Pest Control	-145.00
Check	10/15/2020	20379	Envirosafety	N95 Masks	-6,100.02
Check	10/15/2020	20380	FP Mailing Solutions	Postmaster	-119.35
Check	10/15/2020	20381	Tritech Software Systems	LETG - VPN Subscription	-25.00
Check	10/15/2020	20382	Youngstedts Bay Car Wash	Car Washes	-143.64
Check	10/15/2020	20383	Classic Cleaning Company	Cleaning Services	-695.00
Check	10/15/2020	20384	Alliance Mechanical Services	Quoted Service	-3,310.00
Check	10/15/2020	20385	SLMPD Officers' Association	3rd Qtr 2020 Contributions	-856.00
Check	10/15/2020	20386	Hennepin County Treasurer	Radio Lease Fees	-2,532.69
Check	10/15/2020	20387	Prehall Electric Inc.	Parking Lot Lights	-3,600.00
Check	10/15/2020	20388	B & N Automotive	Squad Repairs	-932.58
Check	10/15/2020	20389	Consolidated Communications	Monthly Service	-1,528.80
Check	10/15/2020	20390	EATI	Squad Equipment	-711.19
Check	10/16/2020	DebitCard	Postmaster	Postage	-6.95
Check	10/19/2020	DebitCard	Amazon.Com	Phone Supplies & Computer	-1,060.87
Check	10/19/2020	DebitCard	Amazon.Com	Thinkcentre Monitors	-501.60
Check	10/20/2020	DebitCard	BCA	Williams - DMT	-75.00
Check	10/21/2020	20391	Kennedy & Graven, Chartered	Legal Services	-237.50
Check	10/21/2020	20392	Ricoh USA, Inc.	Lease Fees	-288.13
Check	10/21/2020	20393	Sun Life Financial	Monthly Premium	-86.70
Check	10/21/2020	20394	LELS	Monthly Union Dues	-868.00
Check	10/21/2020	20395	Intoximeters	Supplies	-288.50
Check	10/21/2020	DebitCard	BCA	O'Keefe - DMT	-75.00
Check	10/22/2020	DebitCard	BCA	Ballsrud - DMT	-75.00
Check	10/22/2020	DebitCard	Axon	Taser Cartridges	-750.00
Check	10/27/2020	20396	VOYA	Deferred Comp	-2,895.00
Check	10/27/2020	20397	Richard MacElroy	Training Reimbursement	-896.48
Check	10/27/2020	20398	Streicher's	Uniforms	-7,312.35
Check	10/27/2020	20399	Williams Towing	Towing & Storate Fees	-155.00
Check	10/27/2020	20400	Grafix Shoppe	Squad Set-Up #112	-963.00
Check	10/27/2020	DebitCard	Amazon.Com	Yak Tracks	-46.31
Check	10/27/2020	DebitCard	Postmaster	Postage	-6.95
Liability Check	10/28/2020		QuickBooks Payroll Service	Payroll Service on 10/27/2020	-43,488.98
Liability Check	10/28/2020		QuickBooks Payroll Service	Payroll Service on 10/27/2020	-1,718.56
Check	10/29/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,895.00
Check	10/29/2020	eftps	IRS	Taxes	-9,273.38
Check	10/29/2020	eftps	PERA	Pension Contributions	-17,319.17
Check	10/29/2020	eftps	Optum	HSA Contributions	-5,116.36
Check	10/31/2020			Service Charge	-9.91
<b>Total</b>					<b>-280,910.41</b>

9:44 AM  
12/02/20

## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds November 2020

Type	Date	Num	Name	Memo	Amount
Check	11/02/2020	eftps	HealthPartners	Monthly Premium	-21,844.59
Check	11/03/2020	DebitCard	Amazon.Com	Office Supplies - Dividers	-105.44
Check	11/04/2020	20401	LELS, Inc.	Monthly Union Dues	-868.00
Check	11/04/2020	20402	Teamsters Local 320	Dental Premium	-1,824.00
Check	11/04/2020	20403	Peterson Counseling & Consulting	Services Rendered	-420.00
Check	11/04/2020	20404	Sun Life Financial	Monthly Premium	-97.00
Check	11/04/2020	20405	NCPERS Group Life Insurance	Monthly Premium	-96.00
Check	11/04/2020	20406	Prehall Electric Inc.	Parking Lot Lights	-3,100.00
Check	11/04/2020	20407	Office Depot	Supplies	-231.68
Check	11/04/2020	20408	BelayHost	E-mail Server Filterering	-208.35
Check	11/04/2020	20409	Northstar Companies	Masks	-299.50
Check	11/04/2020	20410	WEX BANK	Fuel Expense	-52.00
Check	11/04/2020	20411	On-Target Solutions Group, Inc.	Training	-500.00
Check	11/04/2020	20412	GSSC	Reassign Access Levels	-200.00
Check	11/04/2020	20413	Automotive Unlimited, Inc.	Squad Repairs/Maintenance	-204.07
Check	11/04/2020	eftps	Xcel Energy	Monthly Service	-4,361.81
Check	11/04/2020	eftps	Republic Services	Monthly Service	-454.14
Check	11/04/2020	eftps	Center Point Energy	Monthly Service	-933.82
Check	11/04/2020	eftps	Enterprise FM Trust	Inv 68151031	-1,796.94
Check	11/04/2020	20414	Verizon	Monthly Services	-1,173.50
Check	11/04/2020	20415	Hennepin County Treasurer	HC Care of Persons	-2,949.60
Check	11/06/2020	DebitCard	Postmaster	Postage	-11.00
Check	11/09/2020	DebitCard	Intuit	Monthly Fee	-49.69
Check	11/09/2020	DebitCard	Amazon.Com	Dept Phone Accessories	-142.89
Check	11/09/2020	DebitCard	Active 911	Active 911 Membership	-11.85
Check	11/10/2020	DebitCard	Amazon.Com	Dept Phone Accessories	-54.93
Check	11/10/2020	20417	Justin Ballsrud	Dental Reimbursement	-300.00
Check	11/10/2020	20418	Shorewood True Value	Supplies	-8.58
Check	11/10/2020	20419	Enterprise FM Trust	Fleet Maintenance	-3,643.12
Check	11/10/2020	20420	Office Depot	Supplies	-68.66
Check	11/10/2020	20421	VOYA	Deferred Comp	-2,895.00
Check	11/11/2020	eftps	Optum	HSA Contributions	-5,295.26
Liability Check	11/12/2020		QuickBooks Payroll Service	Payroll Service for 11/10/2020	-39,544.96
Check	11/12/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,454.00
Check	11/12/2020	eftps	IRS	Taxes	-8,004.26
Check	11/12/2020	eftps	PERA	Pension Contributions	-16,844.37
Check	11/12/2020	DebitCard	Amazon.Com	Keurig Supplies	-127.85
Check	11/12/2020	DebitCard	Amazon.Com	Keurig	-364.00
Check	11/12/2020	DebitCard	Postmaster	Postage	-10.20
Check	11/12/2020	DebitCard	Amazon.Com	Prime	-13.97
Paycheck	11/12/2020	20439	Groth - CSO, Travis	Hardcheck Issued	-145.35

9:44 AM  
12/02/20

## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds

November 2020

Check	11/12/2020	DebitCard	Galls	Helmet	-146.98
Check	11/16/2020	DebitCard	Amazon.Com	Kitchen Supplies	-49.96
Check	11/16/2020	20422	Consolidated Communications	Monthly Service	-1,528.80
Check	11/16/2020	20423	Axon Enterprise, Inc.	Tasers/Batteries	-7,652.00
Check	11/16/2020	20424	Hennepin County Treasurer	Radio Lease Fees	-2,532.69
Check	11/16/2020	20425	Classic Cleaning Company	Cleaning Services	-695.00
Check	11/16/2020	20426	B & N Automotive	Squad Repairs	-7,399.00
Check	11/16/2020	DebitCard	Postmaster	Postage	-11.00
Check	11/18/2020	20427	Driver and Vehicles Services	Vehicle Registration	-14.25
Check	11/18/2020	DebitCard	Active 911	Active 911 Membership	-3.45
Check	11/18/2020	DebitCard	Amazon.Com	5 Year Employee Planner	-15.95
Check	11/19/2020	DebitCard	Amazon.Com	Digital Recorders	-98.00
Check	11/19/2020	DebitCard	Amazon.Com	Keurig Supplies	-61.34
Check	11/19/2020	DebitCard	Amazon.Com	Battery	-33.87
Check	11/20/2020	DebitCard	Amazon.Com	Computer Keyboard	-53.85
Check	11/23/2020	20428	Emergency Medical Products, Inc.	Medical supplies	-302.53
Check	11/23/2020	20429	Williams Towing	Towing & Storate Fees	-155.00
Check	11/23/2020	20430	Youngstedts Bay Car Wash	Car Washes	-98.28
Check	11/23/2020	20431	Ricoh USA, Inc.	Lease Fees	-320.74
Check	11/23/2020	20432	City of Shorewood	Water/Sewer	-2,092.60
Check	11/23/2020	20433	EATI	Squad Equipment	-876.92
Check	11/23/2020	20434	David Born	Background Services	-810.00
Check	11/23/2020	20435	Terry A. Meland	Boiler Fees	-450.00
Check	11/23/2020	20436	Symbol Arts	Badges	-210.00
Check	11/23/2020	20437	Office Depot	Supplies	-60.18
Check	11/23/2020	DebitCard	Amazon.Com	Wireless Desktop	-48.95
Check	11/24/2020		VOYA	Deferred Comp	-2,895.00
Liability Check	11/25/2020		QuickBooks Payroll Service	Payroll Service on 11/24/2020	-26,005.92
Liability Check	11/25/2020		QuickBooks Payroll Service	Payroll Service on 11/24/2020	-18,308.55
Check	11/26/2020	eftps	Optum	HSA Contributions	-3,177.03
Check	11/27/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,785.00
Check	11/27/2020	eftps	IRS	Taxes	-8,974.88
Check	11/27/2020	eftps	PERA	Pension Contributions	-18,488.40
Check	11/30/2020			Service Charge	-14.06
<b>Total</b>					<b>-228,080.56</b>

# SOUTH LAKE MINNETONKA POLICE DEPARTMENT

## Verifieds December 2020

Type	Date	Num	Name	Memo	Amount
Check	12/01/2020	eftps	HealthPartners	Monthly Premium	-17,452.60
Check	12/01/2020	DebitCard	Vistaprint	Officer Business Cards	-116.55
Check	12/02/2020	20441	Justin Kuipers	Dental Reimbursement	-191.77
Check	12/02/2020	20442	Rick Johnson	Web Development	-480.00
Check	12/02/2020	20443	Minnesota Elevator, Inc.	Quarterly Service	-184.37
Check	12/02/2020	20444	LELS	Monthly Union Dues	-868.00
Check	12/02/2020	20445	BelayHost	E-mail Server Filterering	-208.35
Check	12/02/2020	20446	Office Depot	Supplies	-189.74
Check	12/02/2020	20447	Sun Life Financial	Monthly Premium	-97.00
Check	12/02/2020	20448	Accurate Radar Specialties	Radar Calibration	-465.00
Check	12/02/2020	20449	NCPERS Group Life Insurance	Monthly Premium	-96.00
Check	12/02/2020	20450	Verizon	Monthly Services	-1,484.71
Check	12/02/2020	20451	Hennepin County Treasurer	HC Care of Persons	-177.00
Check	12/04/2020	DebitCard	Amazon Web Services	Transcription	-0.34
Check	12/07/2020	eftps	Xcel Energy	Monthly Service	-4,110.21
Check	12/07/2020	eftps	Center Point Energy	Monthly Service	-1,713.16
Check	12/07/2020	DebitCard	Amazon.Com	Office Supplies	-30.94
Check	12/07/2020	DebitCard	Verified Credentials	Invoice #313337	-15.00
Check	12/07/2020	DebitCard	Amazon.Com	Office Supplies	-159.26
Check	12/07/2020	DebitCard	Intuit	Tax Forms	-245.96
Check	12/07/2020	DebitCard	When I Work	Scheduling Software Fee	-432.00
Check	12/07/2020	DebitCard	BCA Training	Officer Training	-450.00
Check	12/08/2020	20452	Driver and Vehicles Services	Vehicle Registration	-14.25
Check	12/08/2020	20453	Pacific Ergonomics	Ergonomics Chairs	-4,470.00
Check	12/08/2020	20454	VOYA	Deferred Comp	-2,970.00
Check	12/08/2020	20455	Anderson Cooling and Heating	Cooling & Heating	-4,543.00
Check	12/08/2020	20456	Shorewood True Value	Supplies	-24.96
Check	12/08/2020	20457	Emergency Medical Products, Inc.	Medical supplies	-67.59
Check	12/08/2020	20458	Consolidated Communications	Monthly Service	-1,528.80
Check	12/08/2020	20459	HC Accounts Receivable	Radio Lease Fees	-2,460.85
Check	12/08/2020	20460	HC Accounts Receivable	HC Care of Persons	-990.30
Check	12/08/2020	20461	Enterprise FM Trust	Fleet Maintenance	-1,299.18
Check	12/08/2020	20462	MN Chiefs of Police Association	Training	-477.00
Check	12/08/2020	20463	Twin City Garage Door Co.	Repair Main Garage Door	-175.00
Check	12/08/2020	20464	Grafix Shoppe	Squad Set-Up #112	-963.00
Check	12/08/2020	20465	Excelsior Fire District	Sprinkler Permit	-162.50
Check	12/08/2020	20466	EATI	Squad Equipment	-1,150.31
Check	12/08/2020	DebitCard	Postmaster	Postage	-26.35
Liability Check	12/09/2020		QuickBooks Payroll Service	Payroll Service on 12/08/2020	-47,323.41
Check	12/09/2020	eftps	Optum	HSA Contributions	-3,110.33
Check	12/09/2020	DebitCard	BLUE BOOK	Blue Book 2021 - Qty 3	-33.95

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## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds December 2020

Check	12/09/2020	20467	Samaritan Tire Company	Tires	-533.28
Check	12/09/2020	eftps	Republic Services	Monthly Service	-224.14
Check	12/09/2020	DebitCard	Intuit	Monthly Fee	-49.69
Check	12/10/2020	eftps	MN Department of Revenue	State Withholding Taxes	-3,146.00
Check	12/10/2020	eftps	IRS	Taxes	-10,186.54
Check	12/10/2020	eftps	PERA	Pension Contributions	-20,147.66
Check	12/10/2020	20468	Tritech Software Systems	LETG - VPN Subscription	-75.00
Check	12/11/2020	DebitCard	Amazon.Com	Prime	-13.97
Check	12/14/2020	DebitCard	Team Wendy LLC	Riot Gear	-1,427.15
Check	12/15/2020	DebitCard	Amazon.Com	Office Discs	-37.99
Check	12/16/2020	20469	EATI	Squad Equipment	-753.10
Check	12/16/2020	20470	B & N Automotive	Squad Repairs	-7,439.00
Check	12/16/2020	20471	Office Depot	Supplies	-213.35
Check	12/16/2020	20472	Berkley Risk Administrators	Deductible	-2,489.99
Check	12/16/2020	20473	Classic Cleaning Company	Cleaning Services	-695.00
Check	12/16/2020	20474	Youngstedts Bay Car Wash	Car Washes	-45.36
Check	12/16/2020	20475	Enterprise FM Trust	Fleet Maintenance	-8,594.75
Check	12/17/2020	eftps	WEX BANK	Fuel Expense	-127.00
Check	12/22/2020	20476	VOYA	Deferred Comp	-2,970.00
Liability Check	12/23/2020		QuickBooks Payroll Service	Payroll Service on 12/22/2020	-41,434.28
Check	12/23/2020	eftps	Optum	HSA Contributions	-3,046.24
Check	12/24/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,519.00
Check	12/24/2020	eftps	IRS	Taxes	-8,247.64
Check	12/24/2020	eftps	PERA	Pension Contributions	-17,084.88
Check	12/28/2020	20477	Streicher's	Uniforms	-2,860.92
Check	12/28/2020	20478	Verizon	Monthly Services	-1,234.71
Check	12/28/2020	20479	MN Dept of Labor & Industry	Boiler Fees	-180.00
Check	12/28/2020	20480	Tritech Software Systems	LETG Annual Fees	-19,512.22
Check	12/28/2020	20481	Wollenzien, Conor E	Uniform Reimbursement	-45.00
Check	12/28/2020	20482	Christina Olson	Uniform Reimbursement	-718.99
Check	12/28/2020	20483	Office Depot	Supplies	-179.99
Check	12/28/2020	20484	EATI	Squad Equipment	-893.20
Check	12/28/2020	20485	Ricoh USA, Inc.	Lease Fees	-309.89
Check	12/28/2020	20486	City of Shorewood	Bolton & Menk / ECM	-1,226.12
Check	12/28/2020	20491	Mike O'Keefe	Uniform Reimbursment	-64.99
Check	12/30/2020	DebitCard	Defense Technology Training	Officer Perrier Training	-895.00
Check	12/30/2020	DebitCard	Staples	Admin Supplies	-90.67
Check	12/30/2020	20492	Kenneth N. Potts	Services Rendered	-330.00
Check	12/30/2020	20493	Moore, Adam R	Uniform Reimbursement	-34.07
Check	12/30/2020	20494	Intoximeters	Supplies	-276.50
Check	12/30/2020	20495	Tritech Software Systems	LETG - VPN Subscription Fee	-150.00
Check	12/30/2020	DebitCard	Team Wendy LLC	Riot Gear - Order # T13375	-10.54
Paycheck	12/31/2020	20520	Ballsrud, Justin R.	Final Paycheck - 2020	-1,778.95
Paycheck	12/31/2020	20521	Daoang - Gray, Herman L	Final Paycheck - 2020	-1,612.76

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## SOUTH LAKE MINNETONKA POLICE DEPARTMENT

### Verifieds

December 2020

Paycheck	12/31/2020	20522	Groth - CSO, Travis	Final Paycheck - 2020	-283.94
Paycheck	12/31/2020	20523	Hohertz, David	Final Paycheck - 2020	-1,503.76
Paycheck	12/31/2020	20524	Holtan, Laura C.	Final Paycheck - 2020	-1,566.51
Paycheck	12/31/2020	20525	Kuipers, Justin R	Final Paycheck - 2020	-2,057.88
Paycheck	12/31/2020	20526	MacElroy, Richard W	Final Paycheck - 2020	-1,361.77
Paycheck	12/31/2020	20527	Meehan, Michael B.	Final Paycheck - 2020	-2,581.64
Paycheck	12/31/2020	20528	Moore, Adam R	Final Paycheck - 2020	-2,524.07
Paycheck	12/31/2020	20529	Nelson, Jake A	Final Paycheck - 2020	-1,179.23
Paycheck	12/31/2020	20530	Neururer, Stephen P.	Final Paycheck - 2020	-2,761.20
Paycheck	12/31/2020	20531	Nordsletten - CSO, Katarina M	Final Paycheck - 2020	-363.32
Paycheck	12/31/2020	20532	O'Keefe, Michael	Final Paycheck - 2020	-2,356.73
Paycheck	12/31/2020	20533	Olson, Christina M	Final Paycheck - 2020	-2,094.76
Paycheck	12/31/2020	20534	Perrier, Seth P	Final Paycheck - 2020	-1,724.64
Paycheck	12/31/2020	20535	Protivinsky, David R	Final Paycheck - 2020	-1,441.92
Paycheck	12/31/2020	20536	Quasabart - CSO, Grant	Final Paycheck - 2020	-211.35
Paycheck	12/31/2020	20537	Sattervall - CSO, Adam M	Final Paycheck - 2020	-153.96
Paycheck	12/31/2020	20538	Steubs, Kelley K	Final Paycheck - 2020	-1,108.85
Paycheck	12/31/2020	20539	Thomas - Officer, Stephen J	Final Paycheck - 2020	-1,258.89
Paycheck	12/31/2020	20540	Wareham, John	Final Paycheck - 2020	-2,526.31
Paycheck	12/31/2020	20541	Williams, James R.	Final Paycheck - 2020	-2,651.23
Paycheck	12/31/2020	20542	Wollenzien, Conor E	Final Paycheck - 2020	-1,571.05
Check	12/31/2020	DebitCard	STORM Training Group	Officer Training	-995.00
Check	12/31/2020	eftps	MN Department of Revenue	State Withholding Taxes	-2,046.00
Check	12/31/2020	eftps	IRS	Taxes	-6,520.28
Check	12/31/2020	eftps	PERA	Pension Contributions	-13,579.01
Check	12/31/2020	20543	EATI	Squad Equipment	-1,346.55
Check	12/31/2020	20544	Richard MacElroy	Uniform Reimbursement	-239.57
Check	12/31/2020	20545	Center Point Energy	Monthly Service	-2,008.00
Check	12/31/2020	20546	SLMPD Officer's Association	4th Qtr 2020 Contributions	-864.00
Check	12/31/2020	20548	City of Shorewood	Sewer/Water	-745.00
Check	12/31/2020	20555	Bureau of Criminal Apprehension	CJDN Access Fee	-390.00
Check	12/31/2020	20557	Shorewood True Value	Supplies	-8.97
Check	12/31/2020			Service Charge	-14.62
<b>Total</b>					<b>-326,904.28</b>



**SOUTH LAKE MINNETONKA  
POLICE DEPARTMENT**

24150 SMITHTOWN ROAD  
SHOREWOOD, MN 55331-8598

Mike Meehan  
Chief of Police

Office (952) 474.3261  
Fax (952) 474.4477

To: Coordinating Committee Members

From: Chief Mike Meehan

RE: 2021 Housekeeping Items

Date: January 13, 2021

The following routine matters will be considered under Agenda Item 3 at the Coordinating Committee Meeting on January 13, 2021.

- A. Coordinating Committee Chair: It has been the practice of the Coordinating Committee to follow an annual rotation between the member cities in appointing the chair. Adhering to this protocol, Greenwood Mayor Deb Kind would be the 2021 nominee.
- B. Coordinating Committee Vice-Chair: It has been the practice of the Coordinating Committee to follow an annual rotation between the member cities in appointing the vice-chair. Adhering to this protocol, Tonka Bay Mayor Adam Jennings would be the 2021 nominee.
- C. Coordinating Committee Alternates have been designated by their respective city councils for 2021: Jennifer Caron, Excelsior; TBD, Greenwood; TBD, Shorewood; TBD, Tonka Bay.
- D. Financial Depositories: Staff recommends that the authorized SLMPD may choose any financial institute used by the 4 cities.
- E. Official Newspaper: Staff recommends reappointing the Sun-Sailor Newspaper as the official newspaper for SLMPD legal notices in 2021.
- F. Legal Counsel: Staff recommends Attorney Ken Potts continue as general legal counsel for the SLMPD. Staff would also continue to utilize the services of Attorney Mark Schneider for labor negotiations and other specialized personnel matters.

*Serving the South Lake Minnetonka Communities of Excelsior, Greenwood, Shorewood and Tonka Bay.*



## SLMPD COORDINATING COMMITTEE

### Chair and Vice-Chair Annual Rotation Chronology

#### **2020**

Committee Chair	City of Greenwood	Mayor Deb Kind
Committee Vice-Chair	City of Tonka Bay	Mayor Adam Jennings

#### **2020**

Committee Chair	City of Shorewood	Mayor Scott Zerby
Committee Vice-Chair	City of Greenwood	Mayor Deb Kind

#### **2019**

Committee Chair	City of Excelsior	Mayor Todd Carlson
Committee Vice-Chair	City of Shorewood	Mayor Scott Zerby

#### **2018**

Committee Chair	City of Tonka Bay	Mayor Gerry De La Vega
Committee Vice-Chair	City of Excelsior	Mayor Mark Gaylord

#### **2017**

Committee Chair	City of Greenwood	Mayor Deb Kind
Committee Vice-Chair	City of Tonka Bay	Mayor Gerry De La Vega

#### **2016**

Committee Chair	City of Shorewood	Mayor Scott Zerby
Committee Vice-Chair	City of Greenwood	Mayor Deb Kind

#### **2015**

Committee Chair	City of Excelsior	Mayor Mark Gaylord
Committee Vice-Chair	City of Shorewood	Mayor Scott Zerby

#### **2014**

Committee Chair	City of Tonka Bay	Mayor Gerry De La Vega
Committee Vice-Chair	City of Excelsior	Mayor Mark Gaylord

#### **2013**

Committee Chair	City of Greenwood	Mayor Deb Kind
Committee Vice-Chair	City of Tonka Bay	Mayor Gerry De La Vega

# **LABOR AGREEMENT**

**Between**

## **SOUTH LAKE MINNETONKA POLICE DEPARTMENT**



**and**

## **LAW ENFORCEMENT LABOR SERVICES**



**Law Enforcement  
Labor Services, Inc.**

*Representing*  
**Patrol Sergeants**

**Effective: January 1, 2021 – December 31, 2023**

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**(Patrol Sergeants)**

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## **LABOR AGREEMENT**

between

**SOUTH LAKE MINNETONKA POLICE DEPARTMENT**

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION,  
LOCAL NO. 320**

**(Patrol Sergeants)**

### **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2021 between the South Lake Minnetonka Police Department, hereinafter called the EMPLOYER and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

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

### **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, for all Sergeants employed by the South Lake Minnetonka Police Department who are supervisory within the meaning of Minn. Stat. 179A.03, Subd. 17 and who are public employees within the meaning of Minn Stat. 179A.03, Subd. 14, excluding confidential and all other employees.
- 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:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320.
- 3.2 **UNION MEMBER:** a member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320.

- 3.3 EMPLOYEE: a member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: South Lake Minnetonka Police Department
- 3.5 EMPLOYER: The Cities of Excelsior, Greenwood, Shorewood, and Tonka Bay exercising joint powers to provide full-time Police protection.
- 3.6 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320.
- 3.7 CHIEF: Chief of Police for the South Lake Minnetonka Police Department.
- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive ten (10) hour work period including two (2) rest breaks and a lunch break during four (4) day work week or a consecutive eight (8) hour work period, including two (2) rest breaks and a lunch break during a five (5) day work week; the Employer to have the exclusive right to designate scheduled shift.
- 3.10 REST BREAKS: Two (2) periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 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 purpose of including, influencing or coercing a change in the conditions or compensation or the rights, privilege or obligations of employment.
- 3.13 PROBATIONARY PERIOD: One (1) year from date of employment.
- 3.14 COMPENSATORY TIME: At the employee's option, any overtime work up to fifty five (55) hours effective January 1, 2016 and sixty (60) hours effective January 1, 2017 may be credited to a Compensatory Time bank at the regular Overtime rate; the authorization for Compensatory Time shall be at the Employer's option. Compensatory Time may be scheduled off upon mutual consent between the Employer and employee.
- 3.15 SERGEANT: Any patrol officer assigned or classified as temporary or permanent Sergeant shall work on a scheduled shift or work as assigned by the Chief of the Department.

#### **ARTICLE 4. EMPLOYER SECURITY**

The union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal function of the Employer.

## **ARTICLE 5. EMPLOYER AUTHORITY**

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

## **ARTICLE 6. UNION SECURITY**

- 6.1 The Employer shall deduct from 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 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 Article 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided as limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employees' 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 had determined that such absence is reasonable and would not be detrimental to the work of the Employer.

7.4 Procedure. Grievances, as defined in Article 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 in 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 Step 2 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 Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the union and discussed with the Employer-designated Step 3 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 3 grievance. A grievance not resolved in Step 3 may be submitted to mediation pursuant to Step 3A or appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not submitted to mediation pursuant to Step 3A or appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3A.** If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services or any other mutually acceptable mediator. Submitting the grievance to mediation preserves timeline for Step 3 of the grievance procedure.

**STEP 4.** A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Selection of an arbitrator shall be made in accordance with the rules established by the 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 issues(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and 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 service 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 the 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.

## **ARTICLE 8. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota and local ordinances. 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 judgement or decree no appeal has been taken within the time provided, such provisions shall be void. All other provisions of the 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 within the bargaining unit 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. Seniority does not accrue during unpaid leaves.



- 9.2 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 (2) years of the time of his/her layoff before any new employee is hired. For reduction of workforce situations only, seniority shall be calculated by continuous employment with the South Lake Minnetonka Police Department regardless of bargaining unit. Should a reduction of a Sergeant position(s) occur, a Sergeant shall be allowed to return to the Patrol bargaining unit with full seniority intact.
- 9.3 Vacation periods shall be selected on the basis of seniority until February 15 of each calendar year.
- 9.4 Seniority shall prevail. Senior qualified employees shall have first preference on the job.
- 9.5 Sergeants of the Employer shall be given the first opportunity to be considered for promotion within the Bargaining Unit, the Employer taking into consideration as guidelines in making his/her determination seniority of the applicant Sergeant, achievement on any written and oral examination offered by the Employer, reports of the applicant Sergeant's supervisor and any other standards which the Employer may determine as appropriate and publish, it being understood that the Employer shall have the right and privilege of choosing any one of the top three (3) applicants for any promotion or shift assignment.
- 9.6 Seniority does not accrue during any unpaid leave of absence.

## **ARTICLE 10. DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- A. oral reprimand;
  - B. written reprimand;
  - C. suspension;
  - D. demotion; or
  - E. discharge
- 10.2 Suspension, 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 direct supervision of the Employer.
- 10.5 Discharge will be preceded by a five (5) day suspension without pay.
- 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 the Article shall be initiated by the Union in Step 3 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 SCHEDULE**

- 12.1 The normal work year is two thousand and eighty hours (2080) to be accounted for by each employee through:
  - A. scheduled hours of work;
  - B. holidays;
  - C. roll call; and
  - D. training.
- 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 ½) times the employee's regular base pay rate for hours worked in excess of the employees' regularly scheduled shift. Changes of shift 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**

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 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

#### **ARTICLE 15. CALL BACK TIME AND STAND-BY TIME**

- 15.1 An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employees' base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. An employee who is required by the Employer to stand by during his/her scheduled off-duty time shall be paid one-half (1/2) hour for each hour the Employee is required to be on stand-by.
- 15.2 When an employee is called to duty after working an overnight shift for the purpose of attending a department meeting or training during scheduled off-duty time and where eight (8) hours has not elapsed from the end of the last shift worked, the employee shall receive a minimum of four (4) hours of pay at one and one half (1 ½) 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 callback time minimum if that time is paid as overtime.
- 15.3 Any time a Sergeant is required to report for a scheduled shift without an eight (8) hour rest period, the Sergeant shall be compensated at a rate of time and one-half (1 ½) from the start of the next shift until eight (8) hours has passed from the end of their last shift.

#### **ARTICLE 16. WORKING OUT OF CLASSIFICATION**

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for more than one (1) shift shall receive the salary schedule of the higher classification for the duration of the assignment.

#### **ARTICLE 17. SALARY SCHEDULE**

- 17.1 Sergeant: Salary Schedule adjusted to account for compression, including a 10% increase in the starting Sergeant salary. A 3% COLA is applied effective on January 1, 2022 and January 1, 2023.

<b>Step</b>	<b>1/1/2021</b>		<b>1/1/2022</b>		<b>1/1/2023</b>	
	Wage	% above start	Wage	% increase year previous year	Wage	% increase year previous year
0-12 mo	\$7,671.62	N/A	\$7,901.77	3.0	\$8,138.82	3.0
13-24 mo	\$7,748.33	1.0	\$7,980.78	3.0	\$8,220.21	3.0
25-36 mo	\$7,825.05	2.0	\$8,059.80	3.0	\$8,301.60	3.0
37+ mo	\$7,978.48	4.0	\$8,217.84	3.0	\$8,464.37	3.0

- 17.2 FIELD TRAINING OFFICER (FTO) PAY: A Sergeant acting in the capacity of a Field Training Officer shall receive an additional \$2.00 per hour for all hours the Sergeant is serving as an FTO. In order to eligible to receive FTO Pay, the FTO duties being performed by the Sergeant must include evaluating and completing any or all FTO paperwork of the recruit.
- 17.3 Employer may recognize experience with another law enforcement agency in determining pay scale and benefits.

## **ARTICLE 18. LONGEVITY AND EDUCATIONAL INCENTIVE**

- 18.1 The following longevity is computed on the Base Salary per month.
- |                                     |      |
|-------------------------------------|------|
| After four (4) years of service     | 2.0% |
| After eight (8) years of service    | 4.0% |
| After twelve (12) years of service  | 6.0% |
| After sixteen (16) years of service | 8.0% |
- 18.2 Longevity pay percentage is based on employee's base salary less any added salary under Article 17 above.
- 18.3 Any Sergeant possessing a Bachelor's Degree shall be compensated an additional one hundred twenty-five dollars (\$125.00) per month over base pay after one (1) year of service and successful completion of probation. In order to be eligible, all credits toward the qualifying Bachelor's Degree must be earned at an institution accredited by the University of Minnesota or the North Central Association.
- 18.4 Any Sergeant possessing a Master's Degree after completing four (4) years of service with the Employer shall be compensated an additional seventy-five dollars (\$75.00) per month over base pay in addition to the compensation provided under section 18.3. In order to be eligible, all credits toward the qualifying Master's Degree must be earned at an institution accredited by the University of Minnesota or the North Central Association.

- 18.5 Sergeants who pursue degrees after January 1, 1996 must have degree programs approved in advance by the Police Chief who shall be responsible for maintaining a list of approved degree programs.
- 18.6 Degree programs shall generally be related to law enforcement, human relations, management or other areas which will improve the Sergeant's on-the-job performance.

## **ARTICLE 19. UNIFORMS**

- 19.1 Employer agrees to provide for all new employees and reasonably replace thereafter all required uniforms, equipment and leather gear (excluding footwear and weapon) at no cost to the employee.
- 19.2 Employer agrees to reimburse or pay on behalf of the employee up to three hundred dollars (\$300.00) for calendar years 2021, 2022 and 2023 for other law enforcement equipment approved in advance by the Department but not provided under Section 19.1. Employee may also apply this amount to law enforcement training approved in advance by the Employer. If any employee resigns or is terminated during the course of the calendar year, this amount will be prorated on a quarterly basis and the employee will be obligated to pay back to the Employer the amount spent in excess of this calculation, if applicable.
- 19.3 The Employer agrees to provide each Sergeant personal body armor and carrier, which the Sergeant shall be required to wear at the discretion of the Chief.

## **ARTICLE 20. HEALTH AND WELFARE**

- 20.1 Employer shall contribute the following amounts toward employee health insurance. Employee must be enrolled in one of the Employer's group health insurance plans in order to be eligible to receive Employer's contribution to health insurance premium.
- **Single coverage:** For members electing single coverage, the Employer shall pay 100% of the premium. The Employer shall also pay the full amount of the deductible up to the maximum allowable HSA contribution and shall deposit that amount into the Employee's Health Savings Account.
  - **Dependent coverage:** For members electing full family/dependent coverage, the Employer shall only pay 73% of the full family health insurance premium. For members electing partial family/dependent coverage (e.g., employee + spouse or employee + children), the Employer shall pay 73% of the full family premium and shall deposit any amount over the premium, up to the maximum allowable HSA contribution, into the Employee's Health Savings Account.
- 20.3 The Employer agrees to provide each employee with an additional one hundred fourteen (\$114.00) dollars per month for supplemental insurance.
- 20.4 The Employer shall pay 100% of the Employee's dental plan, either single employee or dependent plan.

- 20.5 The Employer shall provide long-term disability insurance at no cost to the employee, effective January 1, 2022. The Employer shall have sole discretion regarding long-term disability plan choice for the duration of this contract.

## **ARTICLE 21. HOLIDAYS AND PERSONAL DAY**

- 21.1 The Employer agrees to pay in cash to each employee a total of twelve (12) holidays (eight (8) hours per holiday) at the employee's regular daily rate of pay. Any employee working on a holiday will be paid at the rate of time and a half in addition to holiday pay.

- 21.2 The twelve (12) holidays referred to in Section 21.1 are as follows:

New Years Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veterans Day
Easter	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas

- 21.3 Effective January 1 of each calendar year, non-probationary employees shall receive one (1) Personal Day defined as one (1) regularly scheduled shift. A personal day must be approved in advance by the Employer and must be taken in the calendar year it is earned. A new employee shall receive a prorated number of Personal Day hours for the balance of the calendar year in which he/she achieved non-probationary status.

## **ARTICLE 22. VACATION**

- 22.1 Vacation hours shall be accrued at the following rates:

• One (1) to five (5) years of service:	80 hours per year
• Five (5) to ten (10) years of service:	120 hours per year
• Ten (10) to fifteen (15) years of service:	140 hours per year
• Fifteen (15) to twenty (20) years of service:	160 hours per year
• Twenty (20) to twenty-four (24) years of service:	180 hours per year
• Twenty-four or more years of service:	200 hours per year

- 22.2 Vacation time earned but not used during any one calendar year may be carried over, but must be used in its entirety during the calendar year immediately following the year in which it was earned.

## **ARTICLE 23. SICK LEAVE**

Each employee shall earn ten (10) hours of sick leave per month.

## **ARTICLE 24. BEREAVEMENT LEAVE AND FAMILY EMERGENCY LEAVE**

- 24.1 Each employee shall be granted a maximum of five (5) paid days of leave for death or funerals in the immediate family. Immediate family is defined as spouse, domestic partner, children (biological or adoptive), parents, siblings, grandparents, corresponding in-laws, and corresponding step-relatives. Each employee may take a maximum of two (2) days of leave for death or funerals of other family members. Other family members shall be defined as aunts, uncles, nieces, nephews, cousins and employee's significant other.
- 24.2 Each employee shall be granted three (3) days leave to attend to required matters at home because of hospitalization of spouse or child.

## **ARTICLE 25. INJURY ON DUTY**

If an employee is injured while on the job and cannot work for a period of time, Employer agrees to pay employee the difference between the amount he/she received from workers' compensation and his/her net take home wages for a maximum period of ninety (90) working days, provided the first five (5) days of said period are taken from employee's sick leave. Employees agree to submit to a medical examination by any qualified doctor selected by Employer to verify his/her inability to work.

## **ARTICLE 26. EQUIPMENT REPLACEMENT**

- 26.1 The Employer shall reimburse the employee for any lost, stolen, or damaged employee personal equipment including eyeglasses, to a per item limit of four hundred dollars (\$400.00) and cumulative calendar year limit of one thousand two hundred dollars (\$1,200.00) when such happens in the line of duty, and said lost, stolen or damaged personal equipment has not occurred through negligence of the employee.
- 26.2 Employer shall reimburse the employee the actual cost of repairing or replacing the employee's primary duty weapon if lost, stolen or damaged in the line of duty through no negligence of the employee.

## **ARTICLE 27. SEVERENCE PAY**

- 27.1 Severance pay shall be capped at 960 hours of accumulated sick leave and paid based on years of service as follows:
- Less than ten (10) years of service: 25%
  - Ten (10) to fifteen (15) years of service: 30%
  - Fifteen (15) to nineteen (19) years of service: 35%
  - Twenty (20) or more years of service: 40%
- 27.2 Said pay shall be made upon "honorable termination" of employment and shall be payable withing ninety (90) days after termination of employment.

- 27.3 Honorable termination shall be two (2) calendar weeks written notice, retirement, or death of the employee. Effective January 1, 2022, the honorable termination notification shall be four (4) calendar weeks written notice.
- 27.4 Employees who honorably terminate as defined in Section 27.3 but who are not eligible to receive a PERA retirement benefit upon honorable termination, will be paid in full all severance, as calculated in accordance with Section 27.1. This severance payment will be made by the Employer to the employee in cash, less required or requested withholdings. Employees who honorably terminate as defined in Section 27.3, and are, upon honorable termination, eligible to receive a PERA retirement benefit will have a severance amount, calculated in accordance with Section 27.1, contributed by the Employer to the Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

## **ARTICLE 28. TRAINING**

- 28.1 At least quarterly, all Sergeants shall be required to meet standards of proficiency with firearms approved by the Department.
- 28.2 Each employee shall attend eight (8) departmental meetings annually. Each meeting shall require three (3) hours. No more than twenty-four (24) hours shall be required annually under this provision.

## **ARTICLE 29. PHYSICAL EXAMINATION**

- 29.1 All Sergeants shall submit at least once every three (3) years as scheduled, if required and scheduled, by the Employer to a physical examination to be made by a physician of the Employer's choice at the Employer's expense; a report by the physician of the examination shall be filed with the Department and a copy made available to the Sergeant, which report shall concern itself with the general physical conditions of the Sergeant and whether there is any physical condition which might adversely affect the Sergeant's ability to perform his/her duties as a Sergeant. In the event the Sergeant disputes the findings of the examining physician's report, he/she may choose to be examined by the physician of his/her choice at his/her expense and a similar report shall be filed with the Department. If there is a dispute between the opinions of the two examining physicians, a third physician shall be selected satisfactory to the Sergeant and the Employer. Upon completion of the physical examination by the mutually agreed upon examining physician, a report shall be filed with that physician, the contents of this report shall bind both the Department and the Sergeant. Examination by a third physician shall be paid in full by the Employer.

## **ARTICLE 30. PHYSICAL FITNESS STANDARDS**

- 30.1 Each Sergeant may test annually to determine they meet the performance standards of physical fitness established for the department by the Employer. If an employee fails to meet the physical fitness standard they may retest after a period of three months. Only three fitness tests are permitted in a calendar year.



- 30.2 Employees who annually meet the physical fitness standards shall be compensated a total of two percent (2%) of their base pay.
- 30.3 Employees who annually meet the physical fitness standard shall be awarded the additional compensation from the date of their physical fitness test until the date of the next physical fitness test the following calendar year. Physical fitness testing for the upcoming calendar year will be conducted during the fourth quarter of the current calendar year.
- 30.4 In the event the Sergeant is unable to meet the standards due to an injury, he/she shall be allowed to test as soon as the injury permits. If a Sergeant meets the standards at the time, they shall be awarded the additional compensation provided in 30.3 as if they had met the standards for the entire current calendar year.
- 30.5 The Department stipulates that the standards published and in effect at the time of this contract will not be adjusted to make them more restrictive.

#### **ARTICLE 31. WAIVER**

- 31.1 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.
- 31.2 The parties mutually acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The Employer 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 this Agreement even though such terms and 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 32. CONTINUING EDUCATION AND LICENSURE**

- 32.1 The Employer will provide for each employee the minimum required hours of continuing education credits mandated by the Minnesota Board of Peace Officer Standards and Training (POST) Board.
- 32.2 The Employer will pay the cost to activate and renew thereafter the employee's peace officer license through the POST Board.

#### **ARTICLE 33. DURATION**

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until the 31<sup>st</sup> of December, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SOUTH LAKE MINNETONKA  
POLICE DEPARTMENT**

## LAW ENFORCEMENT LABOR SERVICES

Debra Kind  
Negotiator for City of Greenwood

Jon Gates  
Business Agent, Law Enforcement Labor Services

Mike Meehan  
SLMPD Chief of Police

Date

Justin Ballsrud                      Date  
Union Steward – Local 460

Kristi Luger                      Date  
Negotiator for City of Excelsior