

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF NORTHFIELD**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**SERGEANTS UNIT - 331**

**JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

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

- 1.1 This Agreement is entered into by and between the Employer of Northfield, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.
- 1.2 It is the intent and purpose of this Agreement to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Relations Act.

## **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative as certified by the State of Minnesota, Bureau of Mediation Services in BMS Case No. 06-PCE-0869 for: all licensed essential Sergeants employed by the City of Northfield Police Department, Northfield, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential 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. UNION SECURITY**

In recognition of the Union as the exclusive representative the Employer will:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and remit such deduction to the Union.
- 3.2 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 an action taken or not taken by the Employer under the provisions of this Article.
- 3.3 The Union may designate up to two employees from the bargaining unit to act as Union stewards. The Union will notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 3.4 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 3.5 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence without pay and with prior approval from the Employer for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Department.

- 3.6 The Employer agrees to post all promotional opportunities within the Department, to publish the method by which promotions shall be made within the Department, and to make copies of all work rules and regulations available to employees.
- 3.7 Representatives or the Business Agent or the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Department for the purpose of investigating and discussing grievances in a responsible and reasonable manner.

**ARTICLE 4. PROBATIONARY PERIOD**

- 4.1 Hired employees will serve a one-year probationary period.
- 4.2 A probationary employee may be terminated at the sole discretion of the Employer.
- 4.3 Promoted employees will serve a one-year probationary period. During the probationary period, a promoted employee may be returned to employee's previous position at the sole discretion of the employer.

**ARTICLE 5. EMPLOYEE RIGHTS**

**5.1 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.

**5.2 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.

**5.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the Union and the Employer that the processing of grievances as provided in this Article is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative will 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. The employee and the Union representative must request and receive 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.

**5.4 GRIEVANCE PROCEDURES**

Grievances, as defined by Section 5.1, must be resolved in conformance with the following procedure:

- Step 1. An Employee will, within twenty-one (21) calendar days after such specific circumstance from which a grievance arose, (i) present the grievance to the Police Chief or designee as designated by the Employer, or (ii) if the Police Chief is not accessible, (a) hand deliver a physical written grievance to the Police Chief's designee who must receive it in person from the employee and (b) present the grievance in person to the Police Chief by no later than the later of 5 calendar days after delivering the grievance or the first date after delivering the grievance that the Police Chief is at work. 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 will 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, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in writing in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.
- Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Human Resources Manager or –Human Resource Manager's designated Step 2 representative. The Employer-designated representative will 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 will be considered waived.
- Step 3. If appealed, the written grievance will be presented by the Union and discussed with the City Administrator or the City Administrator's designated Step 3 representative. The City Administrator or the City Administrator's designated representative will 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 appealed to Step 4 within ten (10) calendar days following the City Administrator or the City Administrator's designated representative designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days will be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4, may, by mutual agreement, be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. Any

grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days will be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended, and any applicable provisions of Minnesota Statutes, section 626.892. The following apply to arbitrations not subject to the provisions of Minnesota Statutes, section 626.892: (i) the Employer and the Union representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance; and (ii) if the parties cannot agree on an arbitrator, the selection of an arbitrator will be made in accordance with the Rules as established by the Bureau of Mediation Services. The following apply to arbitrations subject to the provisions of Minnesota Statutes, section 626.892: (i) the Bureau of Mediation Services shall assign or appoint an arbitrator or panel of arbitrators from the roster as established under that law; and (ii) the Employer and Union shall not participate in, negotiate for, or agree to the selection of an arbitrator or arbitration panel.

## 5.5 ARBITRATOR'S AUTHORITY

5.5.1 The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement.

5.5.2 The arbitrator will be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding for both the Employer and the Union and will 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.

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

## 5.6 WAIVER OF GRIEVANCE

If a grievance is not presented within the time limits set forth above, it will be considered waived. If a grievance is not appealed to the succeeding step within the specified time limit or any agreed extension thereof, it will 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 agreement of the Employer and the Union in each step.

## 5.7 ELECTION OF REMEDIES

If, as a result of the written Employer response at Step 4, 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 5 of Article 5, or a procedure such as veterans' preference or human rights, if by law they can appeal. If appealed to any procedure other than Step 5 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 5. The grieved employee must indicate in writing which procedure is to be utilized – Step 5 of Article 5 or another appeal procedure – and must sign a statement to the effect that the choice of any other hearing precludes the grieved employee from making a subsequent appeal through Step 5 of Article 5. *Except with respect to statutes under the jurisdiction of the United States Equal Employment 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 Equal Employment Opportunity Commission v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7<sup>th</sup> Cir. 1992) or if this case is judicially or legislatively overruled, the italicized portion of this section will be deleted.

## ARTICLE 6. DISCIPLINE

- 6.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
- a. verbal reprimand;
  - b. written reprimand;
  - c. suspension;
  - d. demotion; or
  - e. discharge.
- 6.2 Suspensions, demotions and discharges will be in written form.
- 6.3 Written reprimands, notices or suspension, notices of demotion and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 6.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 6.5 Discharges will be preceded by a five (5) day suspension without pay. This section does not apply to veterans.

- 6.6 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.

## **ARTICLE 7. EMPLOYER AUTHORITY**

- 7.1 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; to establish, modify, or eliminate the assignment of duties, tasks, jobs, hours, shifts, and overtime to Employees; and to perform an inherent managerial function not specifically limited by this Agreement.
- 7.2 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 8. SENIORITY**

- 8.1 Seniority is defined as an employee's length of continuous employment with the Employer. Only permanent and continuous time will count towards seniority; seasonal, temporary, or hourly work time prior to permanent appointment will not count towards seniority. Authorized leave of absence as well as layoff because of lack of work will not be deemed as continuous employment; however, it will not result in loss of seniority. Whenever an employee is re-employed following termination of his/her employment, the seniority date will be the date of reemployment and all benefits will be based on this new seniority date.
- 8.2 Job classification seniority will be the determining criterion for layoffs. Job classification seniority will be the determining criterion for recall. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled employees will have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

## **ARTICLE 9. HOURS OF WORK**

- 9.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- 9.1.1 hours worked on assigned shifts;
  - 9.1.2 holidays;
  - 9.1.3 assigned training;
  - 9.1.4 authorized leave time.
- 9.2 The average work week will be forty (40) hours.



- 9.3 An employee required to appear in court during their scheduled off-duty time will receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employees' base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the three (3) hour minimum.
- 9.4 An employee who is called to duty during their scheduled off-duty time will receive a minimum of two (2) hours pay at one and one-half (1-½) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 9.5 During their normal workday, employees will be granted two (2) fifteen (15) minute rest periods, and a thirty (30) minute lunch break during an eight (8) hour or nine (9) hour shift, and up to sixty (60) minutes for a lunch break on a shift greater than or equal to ten (10) hours. The employee will remain on continual duty during their rest periods and lunch break.
- 9.6 The rest periods and the lunch break time allowance are part of the normal annual average workweek of 40 hours.

#### **ARTICLE 10. OVERTIME**

- 10.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.
- 10.4 Employees may accumulate up to a maximum of 80 hours compensatory time in lieu of payment. Accrual of compensatory time will be at the sole discretion of the Employer. Compensatory time may only be used with the specific permission of the Employer. Accumulated compensatory time as of the second payroll of December of each year will be cashed out to the employee each year.

#### **ARTICLE 11. HOLIDAYS**

- 11.1 Employees will be paid on December 1 of each year for eleven (12) holidays totaling 96 hours. In addition, each employee will be given eight (8) hours off per year on the day of their choice, provided the Employer grants prior approval of the day selected.
- 11.2 Employees who work on the following actual holiday days will receive pay at a rate of one and one-half (1.5) times the employee's base rate of pay as specified in Article 19 for hours worked on the holiday:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	Juneteenth

**ARTICLE 12. VACATION LEAVE**

12.1 Employees will accrue vacation at the rate set forth in section 12.2. Vacation will be accrued on a payroll basis. Accrued vacation time may be used as it is accrued. Vacations will be taken as approved by Employer.

12.2 Accrual per payroll period if hours worked in the period will be as follows:

Years of eligible continuous service	Hours earned each pay period (26 pay periods)	Hours earned per year	Total days
0-4	3.40	88.40	11.00
Start of year 5-9	4.61	119.86	14.98
Start of year 10	4.92	127.92	15.99
Start of year 11	5.23	135.98	16.99
Start of year 12	5.53	143.78	17.97
Start of year 13	5.84	151.84	18.98
Start of year 14	6.15	159.90	19.98
Start of year 15	7.2	187.2.00	23.40

12.3 Should the City Council change the accrual or accumulation rate for any other group of employees (union or non-union), this Agreement will automatically incorporate the change. It is agreed that vacation benefits will not and cannot be different from any individual employee and or bargaining unit. The City Administrator position is a contract with the City Council and, therefore, exempt from this provision.

12.4 Employees may request in writing up to 40 hours of vacation pay in lieu of time off once per year.

**ARTICLE 13. SICK LEAVE**

13.1 Regular Sick Leave Accrual for employees hired PRIOR to January 1, 2007. Full time employees accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of two thousand (2000) hours.

13.2 Regular Sick Leave Accrual for new employees hired ON OR AFTER January 1, 2007. Full time employees accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of nine hundred sixty (960) hours. This provision shall not apply to employees who are promoted from within into the position of Sergeant and were hired by the Employer prior to January 1, 2007.

- 13.3 Sick leave may be used for the care of self and family members as set forth in Minn. Stat. § 181 and Employer policy.
- 13.4 The employee must notify the Employer of any illness at or before their normal scheduled starting time. The employees must submit satisfactory proof of illness proof of injury by way of a Doctor's certificate if absent more than three (3) days and if requested by the Employer. Those employees who misuse sick leave may be subject to disciplinary action.
- 13.5 The accruals of sick leave specified in this Article are subject to the provisions of Section 15.3 of this agreement.

**ARTICLE 14. INJURY ON DUTY**

- 14.1 The injury-on-duty benefit is for thirty (30) working days. This benefit will be given to an individual who is injured on duty who qualifies for workers' compensation benefits. The benefit will make up the difference between the amount the worker's compensation pay and the person's salary.

When an employee is injured on duty, the employee will sign over the workers comp check to the Employer. Sick leave hours, if any, used by the employee for injury on duty will be replenished based on the difference between the employee's salary and workers' compensation check total.

**ARTICLE 15. SEVERANCE PAY**

- 15.1 Severance Benefits for employees hired PRIOR to January 1, 2007

After a minimum of five (5) years of service, severance pay will be granted to an employee who resigns or retires in good standing. The severance benefits will be comprised of accumulated sick leave (as shown below) during the Employee's tenure with the Employer.

Years of Service	Maximum Hours of Accumulated Compensable Sick Leave
5	168
6	202
7	235
8	269
9	302
10	336
11	370
12	403
13	437
14	470
15	504
16	538

Years of Service	Maximum Hours of Accumulated Compensable Sick Leave
17	571
18	605
19	638
20	672
21 or more	700

Severance pay will not be granted if the employee is discharged for just cause.

15.2 Severance Benefits for employees hired ON OR AFTER January 1, 2007

After a minimum of five (5) years of service, severance pay will be granted to an employee who resigns or retires in good standing. The severance benefits will be calculated to the extent of one-third of all unused sick leave in the employee's individual accrual bank to a maximum of 320 hours provided the employee resigns or retires in good standing.

This provision will not apply to employees who are promoted from within into the position of sergeant and were hired by the Employer prior to January 1, 2007.

Severance pay will not be granted if the employee is discharged for just cause.

15.3 POST EMPLOYMENT HEALTH PLAN

15.3.1 Employees are eligible to participate in the Health Care Savings Plan ("HCSP") established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the Employee for the HCSP as described in this section of the agreement will be deposited into the employee's HCSP account.

15.3.2 All Employee sick leave balances will be reviewed on the second week of January each calendar year.

15.3.3 For each month that the Employee has more than one hundred twenty (120) hours of accumulated sick leave, the Employer will convert (2) two hours of sick leave into cash and deposit it into their HCSP. For each month that the Employee has more than three hundred sixty (360) hours of accumulated sick leave, the Employer will convert three (3) hours of sick leave into cash and deposit it into their HCSP. For each month, however, that the Employee has more than four hundred eighty (480) hours of accumulated sick leave, the Employer will convert four (4) hours of sick leave into cash and deposit it into their HCSP. For each month that the Employee has more than eight hundred (800) hours of accumulated sick leave, the Employer will convert five (5) hours of sick leave into cash and deposit it into their HCSP.

15.3.5 All severance pay specified in 15.1 of this Agreement will be deposited into the Employee's HCSP.

15.3.6 Once eligible, employees will not have a waiting period if transferring to another City of Northfield HCSP.

15.3.7 Employee cannot contribute to the Plan after death.

## **ARTICLE 16. INSURANCE BENEFITS**

16.1 The Employer agrees to provide \$50,000 term life insurance with AD and D rider and Disability Insurance for each employee, at the Employer's cost.

16.2 The Employer agrees to provide group health insurance for each employee and his/her dependents, at the option of the employee. In calendar years 2025, 2026, and 2027 the Employer will pay for each employee a maximum towards Employer-provided group health insurance premiums of \$650 per month for employee only coverage and \$1,000 per month for employee and dependent (s) coverage. In calendar years 2025, 2026, and 2027, the Employer will pay for ½ of the increase in premiums exceeding the \$650 per month for employee-only coverage; or (ii) \$1,000 per month for employee and dependent(s) coverage.

16.3 If the Employer grants an increase in the maximum monthly premium share exceeding the maximum share specified in this agreement to any employee or group of employees the same monthly premium share will be granted to the members of the bargaining unit covered by this contract. It is agreed that health insurance benefits will not and cannot be different from any individual Employee and or labor group. The Employer Administrator position is a contract with the Employer Council and therefore exempt from this provision.

16.4 The insurance rates and coverages will be subject to change annually. The Employer will meet and discuss with the Union plan design changes before implementation of the changes.

16.5 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

## **ARTICLE 17. EMERGENCY LEAVE**

17.1 Paid time off other than paid time off referenced elsewhere in this Agreement may be allowed by the City Administrator or designee when requested in cases of major disaster or death, but in no case longer than three (3) days (30 hours) as set forth in Minn. Stat. § 181 and Employer policy. Special time off will normally be restricted to one (1) day or portions thereof. Death other than in the employee's or spouse's immediate family will normally require use of vacation time.

## **ARTICLE 18. LEGAL SERVICE**

18.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer will defend, save harmless and indemnify an Employee and/or, his/her estate against any

claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of Employee's duties to the fullest extent permitted by Minnesota Law.

- 18.2 For the Provisions of this Article, the meaning of the words "malfeasance", "willful", and "wanton" shall be described in Minnesota Statutes.

## **ARTICLE 19. WAGES**

- 19.1 In calendar year 2025, Sergeants will be paid pursuant to the terms and conditions of the Employer's Base Pay Schedule for 2025, which will include a 4.00% general wage increase to the Base Pay Schedule, effective January 1, 2025.

In calendar year 2026, employees will be paid pursuant to the terms and conditions of the EMPLOYER's Base Pay Schedule for 2026, which will include a 3.00% general wage increase to the Base Pay Schedule, effective January 1, 2026.

In calendar year 2027, employees will be paid pursuant to the terms and conditions of the EMPLOYER's Base Pay Schedule for 2027, which will include a 3.00% general wage increase to the Base Pay Schedule, effective January 1, 2027.

- 19.2 Any employee assigned to be an Administrative or Investigative Sergeant will receive a lump sum payment monthly of \$330 per month for each month the employee is so assigned, effective on the date this Agreement is executed.
- 19.3 Employees who are regularly scheduled to work a shift in which a majority of hours worked include the hours of 6:00 p.m. to 6:00 a.m. will receive a shift differential pay of \$75.00 per pay period for each pay period they are regularly scheduled to work such shifts. Employees substituting or filling in for absent employees will not be eligible for the shift differential pay. Shift differential pay will not be pro-rated.
- 19.4 An employee assigned to the Special Weapons and Tactics Team will receive a lump sum payment of \$100 per month for each month the employee is so assigned.
- 19.5 The Employer will pay employees assigned to perform Field Training Officer, firearms instructor, and STORM duties a wage premium of three dollars (\$3.00) per hour while the employee is conducting the training.
- 19.6 The payments specified in 19.2 through 19.5 will not be included in calculating any other payment specified in this Agreement.

## **ARTICLE 20. UNIFORMS & GEAR**

- 20.1 The Employer will provide one hundred percent (100%) of the Police Uniform, including firearms, leather goods, gear, supplies, shirts, pants, ties, hat, shoes and weather wear such as coats and jackets.

## **ARTICLE 21. LICENSING**

- 21.1 The Employer will pay the fee for the Minnesota Board of Peace Officer Standards and Training license for each employee the Employer requires to have such license.

## **ARTICLE 22. SAVINGS CLAUSE**

- 22.1 In the event any provision of this Agreement is 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, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision will be voided. All other provisions of this Agreement will continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## **ARTICLE 23. WAIVER**

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and 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, for the life of this Agreement, each voluntarily and unequivocally 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 or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

## **ARTICLE 24. DURATION**

- 24.1 This Agreement will be effective January 1, 2025, and will remain in full force and effect until December 31, 2027.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures below.

**FOR THE CITY OF NORTHFIELD:**

**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_