

Labor Agreement

Between

The City of Detroit Lakes

And

Law Enforcement Labor Services, Inc.

Local # 418

Law Enforcement Personnel



Effective January 1, 2020, through December 31, 2022

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LABOR AGREEMENT
BETWEEN
THE CITY OF DETROIT LAKES
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 418

ARTICLE 1

PURPOSE OF AGREEMENT

Section 1. Parties: THIS AGREEMENT, entered into between the CITY OF DETROIT LAKES, Detroit Lakes, Minnesota, hereinafter referred to as the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 418, hereinafter referred to as the UNION, pursuant to and in compliance with the Public Employment Labor Relation Act of 1971, as amended, to provide the terms and conditions of employment for law enforcement personnel, during the duration of this AGREEMENT.

ARTICLE 2

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the Employer recognizes the Union as the exclusive representative for law enforcement employees employed by the City of Detroit Lakes, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended and as described in the provision of this Agreement.

Section 2. Appropriate Unit: All licensed essential employees of the Detroit Lakes Police Department, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

ARTICLE 3

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation, therefore, including fringe benefits and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Other Terms: Terms not defined in this Agreement shall have those meanings defined by the P.E.L.R.A. of 1971, as amended.

ARTICLE 4

UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

Section 1. Deduct each payroll an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing, in writing, such deduction on the form provided by the Union; and

Section 2. Remit the total deductions together with an itemized statement to the Union by the first day of the succeeding month, after such deductions are made.

ARTICLE 5

EMPLOYER RIGHTS

Section 1. It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and service are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 6

RIGHTS OF THE UNION

Section 1. The Union may designate employees, not to exceed two, within the bargaining unit, as Union Stewards. Such employees shall have the responsibility to process and determine the validity of grievances raised under the Grievance Procedure. The Union shall notify the Personnel Officer of the Employer of the Union Stewards selected, as provided in this Agreement, and any changes in the employees of such Steward positions.

Section 2. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, the Union Stewards shall be allowed reasonable time to post Union notices and distribute Union literature which does not interfere with regular duties; attend negotiating meetings, transmit communications authorized by the Local Union or its Officers, to the Employer or his representative; consult with the Employer, his representative, Union officers or the Union representatives, concerning the enforcement of any provisions of this Agreement.

Section 3. Business Agent of the Union shall have the right to meet with Union members during lunch and break periods.

Section 4. Stewards are authorized to perform and discharge the duties and responsibilities, which may be properly assigned to them under the terms of this agreement or any supplementary Agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a Steward because of the performance of such duties.

ARTICLE 7

RATES OF PAY

Section 1. Effective Date: The wages specified in this agreement shall be effective January 1, 2020 through December 31, 2022.

Section 2. Police Officer Wage Scale: In calendar years 2020, 2021, and 2022, respectively, employees will be paid base pay as established in the Employer's pay schedule for the respective calendar year. The components of the Employer's pay schedule applicable to employees are included in Appendix A of this Agreement.

Section 3. Overtime:

(a) Overtime – All work performed outside of a regularly scheduled shift, shall be paid for at the rate of, time and one-half for each hour or an Employee may elect to receive compensatory time at the rate of time and one-half for each hour worked. This time off when requested shall be subject to approval of the Chief of Police and is limited to a maximum accrual of sixty (60) hours.

(b) Call back – When an Employee is called back to work after completing his regular day's work he shall receive time and one-half pay and be guaranteed a minimum of three hours pay at time and one-half, for each such call back.

Section 4. Shift Differential:

Police officers shall receive additional compensation in the form of a shift differential payment for those hours worked between 6:00 P.M. and 6:00 A.M. in the amount of \$1.05 per hour.

Section 5. Field Training Officer:

Employees assigned to be a Field Training Officer will receive additional pay for all time served in that capacity. Effective January 1, 2018, assigned Field Training Officers will receive an additional \$1.00 per hour for time worked in that capacity. This assignment is at the discretion of the Chief of Police and is not subject to the Grievance Procedure of this Agreement.

ARTICLE 8

HOLIDAY SCHEDULE

Section 1. Employees shall be allowed a total of ten (10) holidays and one day (8 hours) of personal leave, as follows:

New Year's Day	July 4th	Fri. after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Day
Presidents' Day	Veterans Day	Personal Day
Memorial Day	Thanksgiving Day	(not subject to Holiday Pay Schedule)

Section 2. Any employee scheduled to work on any of the above holidays shall receive time and one-half for all hours on the shift, which the holiday falls. For the purpose of this Section, the holiday shall be the actual day on which the holiday falls.

Section 3. Any holiday described in Section 1, which falls within the regularly scheduled work shift and is worked or falls on the employee's regular day off, in lieu of the holiday may be taken at a time chosen by the employee with the approval of the Chief of Police.

Section 4. If the employer adds any additional holidays for other City employees, they shall be increased for employees under this contract.

ARTICLE 9

CLOTHING ALLOWANCE AND MAINTENANCE

Section 1. All full-time employees shall receive a clothing maintenance allowance of \$950.00 per year. Funds will be placed in an account maintained for each Employee under the supervision of the Chief of Police. The Police Chief or designee will make the determination of whether the request is reasonable and, if so, order the article and charge

the amount against the employee's uniform allowance. If an Employee leaves employment prior to December 31st after receiving the annual uniform allowance for that year, the Employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year. The uniform allowance is subject to a maximum carryover of \$450 per calendar year.

Section 2. Equipment issued as initial issues (i.e. firearms, duty leather, and brass) shall remain property of the City and shall be returned to the City upon termination of employment.

Section 3. Any necessary clothing or other items damaged in the line of duty shall be replaced by the Employer.

ARTICLE 10

INJURY ON DUTY

Section 1. In the event that any regular employee is injured while on duty, the City agrees to pay the injured employee an amount equal to the difference between regular monthly wages and the amount received by said employee as Worker's Compensation, for a period not to exceed one hundred twenty (120) working days.

ARTICLE 11

INSURANCE

Section 1. Health Insurance:

Subsection 1. Contributions: The Employer will contribute the following to health insurance for full-time Employees who participate in the Employer-provided group health insurance plan or United Healthcare Military or Veterans/TriCare Health Insurance:

- a. 100% of the premiums in 2020 for 2020 premiums up to a maximum of \$1,275.00 per month
- b. 100% of the premiums in 2021 for 2021 premiums up to a maximum of \$1,325.00 per month.
- c. 100% of the premiums in 2022 for 2022 premiums up to a maximum of \$1,350.00 per month.

Subsection 2. Premium Increase: If Employer-provided group health insurance premiums are projected to increase from one health plan year to the subsequent

health plan year by more than Fifteen Percent (15%), the Employer and Union will meet and discuss all components of the health plan.

Subsection 3. Health Savings Account: The Employer will make a one-time contribution for all new full-time Employees who participate in the Employer-provided group health insurance plan of \$1500.00 to be deposited quarterly into the Employee's Health Savings Account over the first 18 months of employment.

Section 2. Retirement: Upon retirement, an employee may at his or her discretion continue to participate in the City's group health hospitalization plan until age 65. The City will contribute 50% of the health insurance premium up to a maximum of \$300.00 per month for family coverage and 100% of the health insurance premium up to a maximum of \$300.00 per month for single coverage. The benefit shall be calculated by providing three months of health insurance for each year of service up to a maximum of 60 month or five years. When the benefit expires, the retiree shall be required to pay 100% of his or her health insurance premium up to age 65.

Retirees who choose to participate in the City's group health insurance program shall prepay to the City Administrator their share of the premium as established by the City Council on or before the 25th of the month prior to the month for which payment of premium is being remitted.

Section 3. Post Retirement Health Care Savings Plan:

- a. Employees will be enrolled in the State of Minnesota Post Retirement Health Care Savings Plan. Employees will contribute 2% of their gross wages to fund the plan through which employees may save to cover post retirement health care costs in accordance with Minnesota Statutes 352.98.
- b. Employees will contribute all severance pay into the Post Retirement Health Care Savings Plan upon retirement. Severance is to include all accumulated vacation, severance pay (Article 15, Section 2) and Comp Time. If the employee is deceased, all severance will be paid in full in cash to the beneficiary, to the family or to the estate.

Section 4. Life Insurance: The Employer will provide full-time Employees a Group Life Insurance Plan in the same amount as City non-union employees.

ARTICLE 12

SICK LEAVE

Section 1. Accumulation: Full time employees shall earn sick leave at the rate of eight (8) hours per month for each calendar month of employment. Unused sick leave will be allowed to accumulate to a maximum of 1120 hours.

When a total of 1120 hours has been accrued, an additional 960 hours of sick leave for catastrophic illness may be accrued in a second sick leave bank. All sick leave taken shall first come from the first sick leave bank and the second bank will be used only for the purpose of an extended illness, except that in the twelve (12) month period prior to retirement, an employee shall be allowed to use 240 hours of the second sick leave bank before use of the first bank is required.

For the purpose of accumulating additional sick leave, an employee using earned sick leave is considered to be working.

Section 2. Physician's Statement: Any employee taken from work on account of sickness must notify their supervisor that they will not be reporting for work and if they do not so notify, they may be required to submit a physician's statement to support their absence or suffer a loss of sick leave pay for time absent.

ARTICLE 13

FUNERAL LEAVE

Section 1. Excused absence without payroll deduction will be allowed by the Employer in the event of a death that occurs in the Employee's immediate family, namely: spouse, children, step-children, parent, step-parent, brother/sister, step-brother/sister, mother/father-in-law, brother/sister-in-law, grandparents, and grandchildren. Absence will be allowed for the time necessary for the funeral not exceeding three (3) working days (24 hours). In the event that a death requires a longer time of absence on the part of the employee, payroll deductions may be made for a period exceeding three (3) days (24 hours).

ARTICLE 14

PARENTAL LEAVE

Section 1. Excused absence without payroll deduction will be allowed by the Employer in the event of a birth/adoption of child/children of the employee. Absence will be allowed for the time necessary for such maternity case, not exceeding three (3) working days (24 hours). In the event that such maternity case requires a longer time of absence on the part of the employee, payroll deductions may be made for a period exceeding three (3) days (24 hours).

ARTICLE 15

SEVERANCE PAY

Section 1. Employees who sever their employment in good standing after three consecutive years shall be paid 50% of their accumulated sick leave from their first sick leave bank, not to exceed 560 hours, and 10% from their second sick leave bank, not to exceed 96 hours upon termination. An employee who is discharged for cause shall not be eligible to be paid for accumulated sick leave upon discharge.

Section 2. Employees who terminate but are not immediately eligible to apply for PERA retirement benefit will be paid in full all severance pay upon termination in good standing after three continuous years. This payment will be made in cash less appropriate tax withholding. Employees who terminate and are immediately eligible to apply for PERA retirement benefit will contribute severance to the Health Care Savings Plan as provided in this Agreement. Severance is to include all accumulated vacation, severance pay and comp time.

ARTICLE 16

VACATION

Section 1. Accumulation: Vacation leave shall be accumulated on the basis of the anniversary date of the employee.

Section 2. Rate of Accumulation:

1st through the 5th year.....80 hours per year
6th through the 12th year.....120 hours per year
13th through the 19th year.....160 hours per year
20 years plus200 hours per year

Section 3. Carry-Over: Employees will be allowed to carry-over 40 hours of vacation from year to year, provided that any vacation carried over from one year to the next shall be used by December 31st of the following year. Under special circumstances, the Police Chief may authorize an additional vacation carryover not to exceed 40 hours provided that any vacation carried over shall be used by December 31st of the following year.

ARTICLE 17

DISCIPLINARY ACTION

Section 1. Disciplinary action by the Employer shall include the following actions:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Demotion, or

(e) Dismissal

Section 2. Written reprimand, suspension, demotion and discharge are the only disciplinary actions, which may be appealed through the procedures of Article 19, Grievance Procedure.

Section 3. No employee available to be personally informed shall be informed of a suspension, dismissal, or demotion without first having ample opportunity to have either a Steward or Business Agent of his/her choice present at said meeting.

Section 4. No written reprimand shall be placed in an employee's personnel file without the employee receiving a copy of same.

Section 5. An employee shall have the right to examine his/her personnel file during regular City Office business hours.

Section 6. No disciplinary action shall be taken by the Employer without just cause.

ARTICLE 18

PROBATION

Section 1. All employees who are original hires, rehires following separation from employment, or promoted employees shall serve a probationary period of 12 months. The Employer may extend this probation for a period not to exceed 6 months upon notice to the employee and Union. At any time during the probationary period, an employee who is an original hire or rehire, may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not subject to the grievance procedure provided in this Agreement. At any time during the probationary period, an employee who is promoted employee, may be returned to their previous job classification at the discretion of the Employer without such return being a violation of this Agreement and such return is not subject to the grievance procedure provided in this Agreement. However, a promoted employee can only be discharged for just cause.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance is defined as a written dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representatives: The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the

duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Processing of a Grievance: It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities and when the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure: Grievances, as defined by Section 18.1, shall be resolved in conformance with the following procedure:

Step 1.

An Employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the Employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give an answer to Step 1 grievance within ten (10) calendar days after the discussion. 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 by the Union within ten (10) calendar days after receipt of the Employer's Step 1 response. A grievance not appealed to Step 2 in ten (10) days shall be considered waived.

Step 2.

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

Step 3.

If appealed, the written grievance shall be presented by LELS 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 the discussion 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 Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within ten (10) days shall be considered waived.

Step 3a.

If the grievance remains unresolved at Step 3, either party may submit the grievance to mediation with the State of Minnesota, Bureau of Mediation Services, within five days after the Employer-designated representative's final answer in Step 3. Submitting the grievance to mediation preserves and tolls the timelines to Step 4 of the grievance procedure.

Step 4.

A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted in arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules of Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 5. Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and LELS.

B. The arbitrator shall have no 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 hearings or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement in regard to the grievance submitted to him.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the

basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the union in each step.

Section 7. Choice of Remedy: If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure.

Section 8. No Group or Class Action Grievances: Group and class action grievances are not permitted pursuant to this Agreement. Grievances must personally affect the named grievant.

ARTICLE 20

TRAINING

Section 1. The Chief of Police shall develop reasonable programs of on the job in service and supplementary training for Police Officers, which the Police Officers shall participate and engage in.

Section 2. Reimbursement of expenses for police training schools (P.O.S.T.) recommended by the Chief of Police and approved by the City Council, shall be made in accordance with the "Reimbursement of Expenses" resolution in effect for all City officials and employees.

ARTICLE 21

NO STRIKE

Section 1. Neither the Union, its Officers or Agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment for the purpose of induction, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees, in writing, to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 22

SENIORITY

Section 1. Layoffs, re-employment, and selection of vacation periods will be based on seniority, which means length of continuous employment in a job classification in this bargaining unit. If two or more employees have the same seniority based on job classification, then seniority will mean length of continuous employment with the Employer.

ARTICLE 23

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understanding of any agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24

TERM OF AGREEMENT

This Agreement shall continue in full force and effect during the period of January 1, 2020 through December 31, 2022.

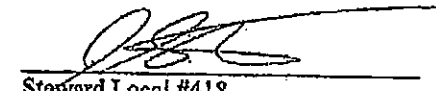
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this 10 day of December, 2019.

CITY OF DETROIT LAKES

LAW ENFORCEMENT LABOR SERVICES,
INC LOCAL NO. 418



City Administrator



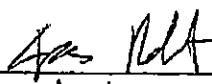
Steward Local #418



Mayor

Gary Kehring 3-6041
Steward Local #418

Date: 12-10-19



Business Agent

Date: 12-12-19

APPENDIX A

CITY OF DETROIT LAKES HOURLY PAY SCHEDULE

	Range Steps											
	Start	6 mo	1 yr	1.5 yr	2.0 yr	2.5 yr	3.0 yr	4 yr	5 yr	6 yr	7 yr	8 yr
	79%	84%	89%	92%	95%	98%	100%	101%	102%	103%	104%	105%
	1	2	3	4	5	6	7	8	9	10	11	12
2020	\$26.20	\$27.86	\$29.52	\$30.52	\$31.51	\$32.51	\$33.17	\$33.50	\$33.83	\$34.17	\$34.50	\$34.83
2021	\$26.99	\$28.70	\$30.41	\$31.43	\$32.46	\$33.48	\$34.17	\$34.51	\$34.85	\$35.19	\$35.53	\$35.87
2022	\$27.67	\$29.42	\$31.17	\$32.22	\$33.27	\$34.32	\$35.02	\$35.37	\$35.72	\$36.07	\$36.42	\$36.77

Other components:

- Step increases will be awarded in calendar years 2020, 2021, and 2022 conditional upon satisfactory performance. An unsatisfactory performance review is defined as one that either contains one “unsatisfactory” mark or a majority of “needs improvement” marks. Any unsatisfactory performance reviews will result in a subsequent review within 90 days.
- Employees starting in a position may be placed on any step at the discretion of the Employer.
- Employees employed by employer as of December 31, 2019 who are below Step 7 as of January 1, 2020 will be eligible to receive a step increase on their anniversary date(s) in calendar years 2020, 2021, and 2022 conditional upon satisfactory performance. Employees employed by employer as of as of December 31, 2019 who are at Step 7 or higher as of January 1, 2020 will be eligible to receive a step increase on January 1, 2021 and January 1, 2022 until they are at the top step.