

**LABOR AGREEMENT BETWEEN**  
**THE CITY OF DUNDAS**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**(LOCAL #327)**

January 1, 2021- December 31, 2022

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**LABOR AGREEMENT BETWEEN  
THE CITY OF DUNDAS  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL #327**

**ARTICLE 1 – PURPOSE**

This Agreement is entered into between the City of Dundas, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2 – RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes for all employees certified by the State of Minnesota Bureau of Mediation Services Case No. 06PCE0504 as:

All licensed essential employees employed by the Dundas Police Department, Dundas, Minnesota, who are public employees within the meaning of the Minn. Stat. 179A.03, sub. 14, excluding supervisory, 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 matter shall be submitted to the Bureau of Mediation Services for determination

### **ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 EMPLOYER: The City of Dundas.
- 3.3 UNION MEMBERS: A member of Law Enforcement Labor Services, Inc., Local No. 327.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 DEPARTMENT: The City of Dundas Police Department.
- 3.6 CHIEF: The Chief of Police of the City of Dundas Police Department.
- 3.7 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, children, grandchildren, parents, grandparents, brothers and sisters, and spouse's parents
- 3.8 DAYS: Unless otherwise indicated, mean calendar days.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an employee's scheduled shift.
- 3.10 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than a scheduled shift. An extension of or early report to a scheduled shift is not a call back.
- 3.11 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two week notice, providing they have not been discharged for misconduct.
- 3.12 PROMOTION: A change of an employee from a qualified paid part time position to a full time position.
- 3.13 SHIFT: A period of continuous work, including a rest break and a meal break.

### **ARTICLE 4 – UNION SECURITY**

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION and membership in the Minnesota Police and Peace Officers Association legal defense fund from the wages of all employees authorizing in writing

such deduction; and remit such deduction to the appropriate designated officer of the UNION.

- 4.2 The EMPLOYER agrees to cooperate with the UNION in facilitating the deduction of Fair Share Fees as provided in Minnesota Statutes § 179A.06, Subdivision 3.
- 4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.4 The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.
- 4.5 The EMPLOYER agrees to make space available for the posting of official UNION notices and announcements.
- 4.6 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 provisions of this article.

**ARTICLE 5 - EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

**ARTICLE 6 – EMPLOYEE RIGHTS /GRIEVANCE PROCEDURE**

- 6.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 The EMPLOYER will recognize representatives designated by the UNION as 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 representatives and of their successors when so designated.
- 6.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the

employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the 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 the employee and the UNION representative have notified and received the approval of the designated supervisor.

6.4 Grievances, as defined by section 6.1, 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 Chief of Police. The Chief of Police 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 was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Chief of Police'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 City Administrator/Clerk. The City Administrator/Clerk 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 City Administrator/Clerk'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 City Council. The City Council 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 appealed to Step 4 within ten (10) calendar days following the City Council's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances as established by the State of Minnesota Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall, when appropriate, take into consideration laws or statutes, and apply them to the facts of the case. The arbitrator's decision shall 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 shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such record to be made providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

6.6 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 specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual agreement of the EMPLOYER and the UNION.

**ARTICLE 7 – SAVINGS CLAUSE**

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

## **ARTICLE 8 – WORK SCHEDULES**

- 8.1 The normal work year for “full-time” employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- a) hours work assigned on shifts;
  - b) holidays;
  - c) assigned training;
  - d) authorized leave time.
- 8.2 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.
- 8.3 The Employer agrees work schedules will be posted at least thirty (30) days prior to the start of each schedule.

## **ARTICLE 9 – OVERTIME**

- 9.1 Hours worked in excess of the employee’s scheduled shift will be compensated at one and one-half (1½) times the employee’s base pay rate. These hours shall be calculated to the nearest one-quarter of an hour. Overtime must be approved by the Employer or its authorized designee.
- 9.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

## **ARTICLE 10 – COURT TIME**

An employee required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) 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.

## **ARTICLE 11 – CALL BACK**

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) 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.

## **ARTICLE 12 – DISCIPLINE**

- 12.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. Oral reprimand
  - B. Written reprimand
  - C. Suspension
  - D. Demotion, or
  - E. Discharge
- 12.2 Notices of suspension, demotion and discharges will be in written form and will state the reason(s) for the action taken.
- 12.3 Written reprimands, notices of suspensions, 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. The employee and the UNION will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 12.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given the opportunity to have a UNION representative of their choosing present at such questioning. The EMPLOYER will inform each employee of his/her rights under this clause prior to the initiation of a disciplinary investigation.
- 12.6 Grievances relating to this Article may be initiated by the UNION in Step 3 of the grievance procedure under Article 6 of this AGREEMENT.

### **ARTICLE 13 – SENIORITY**

- 13.1 Definition: Seniority will be determined by an employee's length of continuous service with the EMPLOYER. Seniority rosters may be maintained by the EMPLOYER on the basis of time in grade within specific classifications. Seniority rosters will be posted in an appropriate location.
- 13.2 Seniority will be the determining criteria for promotions within the bargaining unit when the job-relevant qualifications between applicants are equal.
- 13.3 Job classification seniority will be the determining criteria for lay offs and recall. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall 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 14 – PROBATIONARY PERIODS**

- 14.1 All newly hired or rehired employees will serve a one (1) year probationary period.

- 14.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 14.4 During the probationary period a promoted or reassigned Employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.
- 14.5 Job vacancies within the bargaining unit will be posted by the EMPLOYER in a conspicuous place for a period of ten (10) working days. An employee must apply for the position within the ten (10) working day posting time.

**ARTICLE 15 – COMPENSATION**

- 15.1 Rates of Pay: Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this Agreement.

In the event non-union employees of the City receive a general wage increase greater than 1.5% in the year 2022, the City will notify the Union and bargaining unit employees will be offered the same increase.

- 15.2 When a police officer is assigned by the Chief of Police to perform the duties of the Chief of Police, the employee shall be paid an additional \$1.50 per hour for all scheduled hours worked while assigned to perform the duties of the Chief of Police. The additional compensation shall not be paid if the employee is receiving compensation at an overtime rate as provided in Article 9.

**ARTICLE 16 - TRAINING**

- 16.1 The EMPLOYER will make available such training as is required for employees to maintain licenses or certifications, or safety, or as is required by the EMPLOYER or the State of Minnesota. The cost of attending this training will be paid by the EMPLOYER. The EMPLOYER will pay the cost of each employee's POST license fees.

**ARTICLE 17 - UNIFORMS AND EQUIPMENT**

- 17.1 The EMPLOYER shall provide new employees with the initial issue items as determined by the Chief.
- 17.2 Commencing the second year of full-time employment, the EMPLOYER will provide all City required uniforms, equipment and accessories. These employees will also be provided up to \$250 every two years to buy footwear for employment use.

- 17.3 The Employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where damage or loss is caused by the personal neglect of the employee.
- 17.4 The EMPLOYER agrees to provide employees with body armor as provided by the Dundas Police Department Policy Manual.
- 17.5 The Employee shall return all city issued uniforms, equipment and accessories when employment with the city is terminated for any reason.

**ARTICLE 18 – SICK LEAVE**

- 18.1 All full-time employees shall be credited with eight (8) hours of sick leave for each month of service, with a maximum accumulation of seven hundred twenty (720) hours.
- 18.2 Employees may use their accrued sick leave as required for illness or injury in accordance with Minn. Stat. § 181.9413.
- 18.3 Employees who leave in good standing shall be paid 50% of all accumulated and unused sick leave as severance.

**ARTICLE 19 – FUNERAL LEAVE**

- 19.1 Funeral Leave is defined as paid leave not charged to a full-time employees sick leave or vacation leave, given in the event of a death in the employee’s immediate family. (See Article 3.7)
- 19.2 Funeral leave in the amount of three (3) work shifts shall be granted to each employee in the event of a death in the Employee’s immediate family.
- 19.3 Additional days. Additional leave days may be taken with the permission of the Employer. These additional leave days will be charged against accumulated sick leave or vacation leave at the employee's discretion.

**ARTICLE 20 – VACATION**

- 20.1 Full-time Employees will accrue vacation at the following rates:

Less than 1 full year	½ day/month (4 hours/month)
One through end of 6 <sup>th</sup> year	1 day/month (8 hours/month)
Start of the 7 <sup>th</sup> year through end of 11 <sup>th</sup> year	1 1/4 days/month (10 hours/month)
Start of the 12 <sup>th</sup> year through end of the 17 <sup>th</sup> year	1 ½ days/month (12 hours/month)
Start of the 18 <sup>th</sup> year and there after	1 3/4 days/month (14 hours/month)

- 20.2 Vacation time can be accrued to a maximum of 24 days (192 hours). Additional vacation time accrued above the 24 days will be forfeited annually.
- 20.3 When an employee terminates employment with the City the employee shall receive 100% of vacation time earned but unused as severance pay.
- 20.4 Seniority shall apply on vacation scheduling up to March 1<sup>st</sup> of each year. After March 1<sup>st</sup>, vacation scheduling shall be on a first come, first serve basis.

**ARTICLE 21 – HOLIDAYS**

21.1 The EMPLOYER shall recognize the following paid holidays for full-time employees:

- |                  |                          |
|------------------|--------------------------|
| New Year's Day   | Martin Luther King Day   |
| President's Day  | Good Friday              |
| Independence Day | Memorial Day             |
| Veteran's Day    | Labor Day                |
| Thanksgiving Day | *Christmas Eve - ½ day   |
| Christmas Day    | One (1) Floating Holiday |

Full-time employees will be granted their paid holiday off within fourteen (14) days following the holiday. Employees will be granted the choice of time off subject to the scheduling needs of the department. The request for the time off should be made fourteen (14) days prior to the holiday. The floating holiday may be used at a time of the employee's choosing prior to December 31 of each year subject to the provisions of this section.

Part-time employees will not receive a paid day off for the named holidays.

21.2 Any employee who works any of the named holidays will be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked on the named holiday.

**ARTICLE 22 – INSURANCE**

22.1 Health Insurance. Employees will be eligible to participate in the Employer's health insurance program.

22.2 The EMPLOYER will contribute an amount equal to 100% of the premium costs of group insurance for single coverage, on the least expensive plan. If an Employee elects a more expensive single coverage, the employee shall pay the additional cost. The employer will pay no less than 50% of the premium cost of group health insurance for dependent coverage, on the least expensive plan. If an employee elects a more expensive dependent coverage option, the employee shall pay the additional cost. Employees electing to opt-out of the City's group insurance plan will receive \$725.00 per month or

the amount provided to other City employees, whichever is greater. To be eligible for this benefit the employee must furnish proof of health insurance coverage elsewhere.

22.3 The Employer retains the right to change insurance plans or providers.

22.4 Life Insurance. The Employer will provide and pay the full cost of the premiums for life insurance in the amount of \$10,000 for each full-time employee.

#### **ARTICLE 23 – LEAVES OF ABSENCE**

23.1 Jury Duty. Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service (excluding mileage), as long as the Employee provides the Employer with a copy of wages received for jury service.

#### **ARTICLE 24 – PART-TIME EMPLOYEES**

24.1 Part-time employees shall be paid according to the salary schedule in Appendix A. Part-time employees will advance through the salary schedule based on the completion of 1,040 hours.

24.2 Part-time employees will not qualify for benefits unless specifically provided in the labor agreement.

#### **ARTICLE 25 – INJURY ON DUTY**

25.1 The injury-on-duty benefit is for thirty (30) working days. This benefit will be given to an individual who is injured on duty. The benefit will make up the difference between the amount of Workers' Compensation pay and the person's salary.

25.2 After thirty (30) days, that portion paid by the Employer shall be charged against the accumulated sick leave, and then accumulated vacation leave of employee.

#### **ARTICLE 26 – FIELD TRAINING OFFICER COMPENSATION**

When an Officer is assigned to perform the duties of a Field Training Officer, he or she shall be compensated at a rate of \$1.00 per hour in addition to their regular rate of pay.

#### **ARTICLE 27 – WAIVER**

27.1 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 the Agreement, are hereby superseded.

27.2 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 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 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 28 – DURATION**

This agreement shall be in effect from January 1, 2021 through December 31, 2022 and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

For THE CITY OF DUNDAS:

For LAW ENFORCEMENT LABOR SERVICES, INC.:

  
\_\_\_\_\_  
Mayor

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

Date: 2-8-21

Date: 2-8-2021

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Steward

Date: 2-8-2021

Date: 2-9-21

## APPENDIX A

### Salary Schedule 2021-2022

Steps	% of Top Rate	2021 Hourly Rate	2022 Hourly Rate (1.5%)
Starting	85%	\$ 25.59	\$ 25.97
After 1 year	89%	\$ 26.64	\$ 27.04
After 2 years	91%	\$ 27.39	\$ 27.80
After 3 years	94%	\$ 28.14	\$ 28.57
After 4 years	96%	\$ 28.90	\$ 29.33
After 5 years	98%	\$ 29.50	\$ 29.94
After 6 years	100%	\$ 30.10	\$ 30.55

Officer Hubacher will be placed at Step 1 effective January 1, 2021. Officer Murray will be placed at Step 4 effective January 1, 2021. Movement through the remaining steps will occur each January 1 thereafter.

#### **STEP MOVEMENT AND PLACEMENT**

New full-time employees will be hired at the starting pay step. Movement to the after 1 year step will occur on January 1 of the year following completion of one full year of service. Movement through the remaining steps will occur each January 1.

New full-time employees with prior experience as a full-time licensed law enforcement officer may, at the discretion of the Employer, begin employment at a step on the wage schedule that is commensurate with their experience. Movement to the next step will occur on January 1 of the year following completion of one full year of service. Movement through the remaining steps will occur each January 1.

Part time Officers will start at Step 1 of the wage schedule.