

LABOR AGREEMENT

BETWEEN

**LELS
(ASSISTANT POLICE CHIEF)**

AND

THE CITY OF NASHWAUK, MINNESOTA

JANUARY 1, 2021 – DECEMBER 31, 2023

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ARTICLE 1. PURPOSE

1.1 This Agreement is entered into between the City of Nashwauk, hereinafter referred to as the "Employer," and Law Enforcement Labor Services, Inc., hereinafter referred to as the "Union"; collectively referred to as the "parties." The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative of all essential licensed employees of the City of Nashwauk Police Department, Nashwauk, Minnesota in the classification of Assistant Police Chief who are public employees within the meaning of Minn. Stat. 179A.03 subd. 14, excluding supervisory and confidential employees.

ARTICLE 3. DEFINITIONS

3.1 Union: Law Enforcement Labor Services, Inc.

3.2 Employer: The City of Nashwauk

3.3 Employee: Any employee who has been employed by the City or appointed to work for the City by an authorized supervisor or department head and who works regularly full-time and who has completed the probationary period.

ARTICLE 4. UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards.

A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

1. There shall be no more than one (1) steward.
2. The Employer agrees to allow the steward a reasonable amount of time off, without loss of pay, for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption.

4.2 In recognition of the Union as the exclusive representative:

A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and

B. The Employer shall remit such deductions as requested by the Union; and

C. The Union shall inform the Employer, in writing, the current amount of regular dues to be withheld.

4.3 The Union agrees to indemnify and hold the Employer harmless against all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 4.2.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all employees, 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. WORK HOURS

6.1 All hours worked in excess of the regularly scheduled workday shall be paid at one and one-half times (1 ½) the Employee's base pay. All hours worked in excess of the workday or workweek must be approved and authorized by the supervisor or department head. The Employer will provide 30-day notice of schedule changes.

6.2 For any overtime worked by an employee, the employee has the option to receive compensatory time off at the rate of one and a half (1 ½) times each overtime hour worked. An employee may only accumulate a maximum of one hundred (100) compensatory time off hours. An employee will be paid for any overtime hours if they have accumulated the maximum compensatory time off hours. Employees will be allowed to carry over from one calendar year to the next calendar year up to one hundred (100) compensatory time off hours accumulated but may not accrue any additional hours of comp time. Upon retirement, resignation, or termination, any accumulated comp time will be paid out.

6.3 Any Employee who is called back to work by the Employer and performs work at a work site during their regular scheduled time off or regular scheduled days off shall receive pay for a minimum of two (2) hours of time. An employee who reports to work at a work site when scheduled but is directed by the Employer not to work upon their arrival at work without being previously notified not to report, will be paid for a minimum of two (2) hours of time.

6.4 Police Department employees shall be allowed a minimum of four (4) hours for court time, portal to portal, when such time is required on their normally scheduled day off at straight time pay. The filing and signing of complaints shall be done on the officer's regular shift unless extraordinary circumstances prevent the same. The Chief of Police shall authorize the filing and signing of complaints at times other than the scheduled shift.

ARTICLE 7. HOLIDAYS

7.1 For the purpose of the Agreement, the following days shall be paid holidays:

New Year's Day	Memorial Day	Floating Holiday
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Day before Christmas
Good Friday	Veterans Day	Christmas Day
3 rd of July		

7.2 Whenever an Employee is required to work on any of the above paid holidays, he/she will be paid one and one a half (1 ½) times his/her base rate of pay for all such hours worked on said holiday, in addition to his/her base salary. When an employee does not work on any of the above holidays, he shall receive cash payment for such holiday above and beyond his monthly salary or his daily wages as holiday pay.

7.3 Employees working less than full-time shall receive holiday pay based on an average of their daily hours in the last 26 full work weeks preceding such holiday.

ARTICLE 8. VACATION

8.1 Subject to the provisions hereof, each full-time employee who has completed the specified hours of work shall receive an annual vacation with pay corresponding to the length of service as shown in the following table:

<u>Years of</u> <u>Continuous Service</u>	<u>Hours of Vacation</u>
One (1)	40 Hours
Two (2)	80 Hours
Five (5)	120 Hours
Ten (10)	160 Hours
Fifteen (15)	200 Hours
Twenty (20)	240 Hours

8.2 An employee shall accumulate four (4) hours of vacation for each month that the employee does not use any sick leave. The accumulation period will be November 1 through October 31. Employees have the option of taking half of vacation accumulated under 8.2 as half pay and half vacation. The Employee must notify the Employer by November 1 if they want half as pay. Payment would be made from the first pay period in December.

8.3 Part-time Employees shall receive vacation benefits on a pro-rated basis.

8.4 Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.

8.5 An employee may carry over up to (40) forty hours of vacation each year.

ARTICLE 9. SICK LEAVE

9.1 An Employee shall earn sick leave at the rate of ten (10) hours of sick leave for each

month of service, accumulative to 1,040 hours of sick leave. Once an employee has reached the maximum accumulation of 1,040 hours additional accumulated sick leave shall be placed in an individual catastrophic sick leave bank, 50% of which may be utilized only when the Employee's regular sick leave is completely exhausted in the case of a major illness or medical problem of the Employee or Employee's family member as defined under Section 10.1, which results in the Employee being unable to work for a period of thirty-one (31) days or more. The Employer reserves the right to ask the Employee for a note from a doctor excusing the absence as sick following three days of sick use leave.

9.2 All part-time Employees working more than twenty-four (24) hours per week shall accrue sick leave hours each pay period on a pro rata basis with a maximum accumulation of 720 hours. The pro-rated regular sick leave hours that accrue for any part-time employee who normally works more than twenty-four (24) hours per week or more, shall be the number of hours worked in the preceding pay period divided by the quotient of 2,080 divided by the length of each pay period.

9.3 An employee may use sick leave benefits provided by the employer as allowed under Minnesota Statute section 181.9413 Sick Leave Benefits; Care of Relatives.

9.4 WORKER'S COMPENSATION.

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employee's regular pay and Workers' Compensation insurance payments if the Employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the Employee's sick leave, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's sick leave account less Workers' Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.

9.5 After an employee has used all of his accumulated sick leave, he shall be granted a leave of absence without pay at the Employer's discretion and approval for a period not to exceed six (6) months without having his name removed from the payroll. After the six (6) months period has expired, the Employer may review the case and determine whether any further leave shall be granted, said leaves not to exceed two (2) years and are to a health care professional documentation at least once every six (6) month period.

9.6 Employees who have ten (10) years of service or more with the City and separate from employment with the Employer shall be paid for 50% of their accumulated regular sick leave, Employees with fifteen (15) years of service shall receive 75% and Employees with twenty (20) years of service or more shall receive 100% of their accumulated regular sick leave, including pro-rata payment for periods less than full years, provided they were not separated from employment through dismissal for just cause.

9.7 Employees shall not be eligible for sick leave payments from the City for any Worker's Compensation eligible illness or injuries suffered by said employee while in the employ of another employer.

9.8 Misuse of sick leave benefits shall be just cause for disciplinary action and/or discharge.

9.9 Long Term Disability: The Employer shall provide a policy for Long Term Disability to

all eligible employees.

ARTICLE 10. BEREAVEMENT LEAVE

10.1 In the event there is a death in the immediate family, three (3) days absence without the loss of pay shall be granted. Immediate family shall be defined as parent, brother, sister, children, and grandparents, of either the employee or his spouse. Up to two additional days may be allowed for travel or personal business, but such days must be requested by the employee and approved by the Employer for the purpose of time off without the loss of pay.

ARTICLE 11. WAGES

11.1 Employees will be paid base pay as established under Employer’s pay structure. If there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

	2021	2022	2023 **
Assistant Police Chief	\$29.61	\$29.91	\$29.91 **

** Both parties agree to a labor agreement reopener for the year 2023 for the purpose of wage and hours worked consideration only.

During the one-year probationary period, employees shall receive 96% of Assistant Police Chief wage.

11.2 Longevity Pay: Upon completion of five (5) years continuous service, Employees shall receive longevity pay of 1% on top of base pay. Upon completion of ten (10) years continuous service, Employees shall receive longevity pay of 2% on top of base pay. Upon completion of fifteen (15) years continuous service, Employees shall receive longevity pay of 3% on top of base pay.

ARTICLE 12. SENIORITY AND LAYOFF

12.1 Seniority shall be defined as the length of continuous service with the Employer.

12.2 Employees will be credited with seniority upon obtaining a regular status by completing the probationary period.

Regular part-time officers shall obtain seniority after working 67 shifts in a calendar year and their seniority shall be recorded by hours worked with their first day of employment being determined after meeting said requirement. See Appendix “B” for a current seniority list.

12.3 Seniority shall terminate when an Employee is separated from employment.

12.4 Seniority shall not accrue under the following conditions:

- a. During a period of layoff;

- b. During a period of an unpaid leave of absence other than military leave or other applicable law; or
- c. During a period in which the employee is not in employment status.

12.5 An Employee may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department as determined by the Employer's review of performance evaluations, instances of counseling and discipline.

12.6 Seniority lists shall be made available upon request of the Union.

12.7 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

12.8 An Employee's right to recall shall exist for twelve (12) months after the Employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the Employee's last address on file with the Employer. It shall be the Employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an Employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the Employee on layoff is qualified shall terminate all right to recall.

12.9 Seniority earned in the Non-Essential Unit may not be used in the Essential Unit, and vice versa.

12.10 Notice of all vacancies and newly created positions shall be posted on bulletin boards in all departments.

ARTICLE 13. DISCIPLINE

13.1 Nothing in the Agreement shall abridge the Employer's right to discipline. No employee, after twelve (12) months of continuous employment, shall be disciplined or discharged except for "just cause." Written reprimands, suspensions, demotions, or terminations shall be in writing and a copy sent to the Exclusive Representative's Business Agent. Violations of this article shall be subject to the grievance procedure found in Article 14, subject to the requirements of Minn. Stat. 626.892.

ARTICLE 14. EMPLOYEE RIGHTS—GRIEVANCE PROCEDURE

14.1 DEFINITION OF A GRIEVANCE

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

14.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article 14.

14.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee 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 of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified, and received the approval of, the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

14.4 PROCEDURE

Grievances, as defined by Section 14.1, shall be resolved in conformance with the following procedure:

- Step 1 An employee or the Union Representative 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 is based, the provision or provisions of the agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 by the Union 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, there will be a Step 2 meeting held with the City Administrator, the Chief of Police, the aggrieved employee, and a Union Representative. The City Administrator shall give the Union the Employer's Step 2 answer in writing within (10) calendar days after the Step 2 meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer'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 Personnel Committee of the City Council. The Personnel Committee of the City Council shall give the Union the Employer's Step 3 answer in writing within the (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 Step 3 answer. 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 shall be submitted to the Minnesota Bureau of Mediation Services for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the mediation. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5 A grievance unresolved in Step 4 and appealed to Step 5 may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Upon receipt of a list of arbitrators from the Bureau of Mediation Services, the parties shall have the right to alternately strike three names each from the list. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

14.5 Duly authorized representatives of the Union shall have the right to accompany the Employee and/or the Union grievance committee at all times in the discussion or adjustment of grievances.

14.6 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 decision on any other issues not so submitted. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulation 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 is 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 expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. 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.

14.7 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled based on 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 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.

14.8 CHOICE OF REMEDY

If, as a result of Step 4, the grievance remains unresolved and if appealed to any procedure other than Step 5 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 5 of this Article. An employee pursuing a statutory remedy under the jurisdiction of the EEOC is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 15. PROBATIONARY PERIOD

15.1 A newly hired or rehired Employee will serve a one (1) year probationary period (which does not include time spent on a leave of absence except as may be required by law). During an employee's probation period, an employee may be disciplined or terminated at the sole discretion of the Employer. The probationary period for part-time employees will be 2,080 hours worked.

ARTICLE 16. GENERAL PROVISIONS

16.1 All full-time officers shall receive an annual uniform and equipment allowance of \$600.00 per year. Employees will submit charges for items purchased to the City, and the City shall pay for items purchased directly to the vendor. Part-time officers shall be granted a pro-rata share of the annual allowance based on total hours worked per year. Employees may carry over unused allowance.

16.2 **Shift Differential:** the Employer agrees to pay a shift differential of \$1.00 for hours worked after 2:00 p.m. and prior to 6:00 a.m.

16.3 Any employee designated to fill in for the Chief of Police shall be compensated for said hours by an additional \$.75 per hour.

16.4 The Employer agrees to pay employees at their base rate of pay for all time spent in training which is required or approved by the Employer or mandated by P.O.S.T. Board. The Employer shall not be required to pay for any time spent in training outside the employee's regular workday unless the employee is required to attend such training by the Employer. Any time spent driving an automobile to and from schooling required by the Employer shall be compensated for at the employee's base rate of pay and mileage. All department and/or police commission meetings, when attendance is required, shall be counted as hours worked and compensated according to the terms of this Agreement.

16.5 City shall pay for the employee's POST licenses.

16.6 The Employer will reimburse the Employee for Legal Defense Fund (LDF) expenses, not to exceed \$148 annually.

16.7 **Personal Leave:** Employees shall be granted one (1) paid personal leave day per year.

Personal leave may be used as earned, subject to the approval of the department head to the time at which it is taken.

ARTICLE 17. INSURANCE

17.1 Employees are eligible for certain insurance benefits provided by the Employer as specified by the Employer.

17.2 The Employer will contribute toward the premium for Employer-provided group health insurance. Any employee hired after January 1, 2013, will pay 20% of the monthly premium of a single/family policy.

17.3 As Employee's are enrolled in a high deductible health plan, the Employer's annual contribution to the Employee's HSA/VEBA account shall be as follows: for single policies, up to \$2,800; for family policies, up to \$5,600.

17.4 Annual deposits into the Employee's HSA/VEBA accounts shall occur within the first business week of January each calendar year.

17.5 Post Employment Health Care Savings Plan

The City shall setup a Post-Employment Health Care Savings Plan (PEHCSA) for Employees. For all employees who do not qualify for retirement health insurance, the City shall contribute to those employees' PEHCSA on the following basis:

1. Beginning on the Employee's first anniversary, Employees shall contribute via payroll deduction at minimum 1% (one percent) of monthly base earnings into the Employee PEHCSA.
2. In addition, the Employer shall contribute to the Employee's PEHCSA 1% of the employee's monthly base earnings commencing on the Employee's first anniversary date, with the level of contribution increasing as follows:
2% on the Employee's tenth (10th) anniversary date;
3% on their fifteenth (15th) anniversary date.
Contributions will be made monthly.

Employees hired after 1/1/2021 will not receive PEHCSA contributions from the Employer.

17.6 Life Insurance: The Employer shall provide a policy for Life Insurance to all eligible employees.

The Employee may 'opt out' of a life insurance policy in favor of receiving a non-elective contribution of \$50.00/month made by the Employer to the Employee's deferred compensation plan.

17.7 Dental Insurance: The Employer shall provide a dental insurance plan to all eligible employees. The Employer will pay for the Employee's dental premium; the Employee may enroll dependents but must pay the premium costs above the employee's portion for dependents.

17.8 Vision Insurance: The Employer shall provide a vision insurance plan to all eligible employees. The Employer will 100% of a single/family premium.

The Employee may 'opt out' of dental and vision plans, or pay the entire premium of both policies, in favor of receiving an elective/matching contribution of \$50.00/month made by the Employer to the Employee's deferred compensation plan.

ARTICLE 18. SAVINGS CLAUSE

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 19. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

19.1 This Agreement shall represent the complete agreement between the Union and the Employer.

19.2 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 understandings and agreements arrived at by the parties after the 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 waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 20. MUTUAL CONSENT

20.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 21. DURATION

21.1 Except as otherwise provided this contract will take effect on January 1, 2021, and shall continue in full force until December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures on the next page.

CITY OF NASHWAUK :

By: Calvin Soan
Mayor

By: [Signature]
City Clerk

By: _____
Witness

LELS

By: [Signature]
Staff Representative

By: [Signature]
Steward

By: _____
Witness

Effective Date: APPENDIX "A"

SENIORITY DATES

FULL-TIME:

Riley Savolainen

1-27-2017