

# **LABOR AGREEMENT**

**BETWEEN**



**City of North Mankato, MN**

**AND**



***REPRESENTING:***  
**NORTH MANKATO SENIOR POLICE SECRETARY  
LOCAL #465**

**January 1, 2021 - December 31, 2022**

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**ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2021, between the City of North Mankato, herein after called the EMPLOYER, and Law Enforcement Labor Services, Inc. Local #465, hereinafter called the UNION. It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative or agent under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit: All full-time Senior Police Secretaries employed by the City of North Mankato Police Department, North Mankato, Minnesota, who is a public employee within the meaning of Minn. Stat. 179A.03, subd.14, excluding supervisory, confidential, and all other employees. BMS Case No. 21PCE0465

**ARTICLE 3. DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meanings stated:

- UNION: Law Enforcement Labor Services, Inc. (Local No. 465).
- EMPLOYEE: A member of the exclusively recognized bargaining unit. In construing the terms of this contract, the singular (employee) includes the plural; and the plural, the singular.
- DEPARTMENT: The North Mankato Police Department
- EMPLOYER: The City of North Mankato

**ARTICLE 4. EMPLOYER SECURITY**

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

A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purposes of inducing, influencing,

or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

#### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Department 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 Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Department; to assign and transfer employee; to decide whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employee due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 5.2 The parties hereto recognize that this Agreement is not intended to limit the present and future exercises of discretionary authority vested in the EMPLOYER by the statutes of the State of Minnesota.
- 5.3 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. UNION SECURITY**

- 6.1 The EMPLOYER shall deduct from the wages of an employee who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate an employee from the bargaining unit to act as a steward and alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

## ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representative: The EMPLOYER will recognize the representative designated by the UNION as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The UNION will notify the EMPLOYER in writing of the name of such UNION Representative and of their successor.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances is limited by the job duties and responsibilities of the employee and will therefore be accomplished during normal working hours when consistent with such employee's duties and responsibilities. The aggrieved employee and the UNION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the UNION Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 The grievance procedure shall be as follows:  
Step 1: The UNION shall have fifteen (15) working days to submit the grievance to the Chief of Police. The written grievance shall contain:
- a) The nature of the grievance and a summary of the facts upon which it is based.
  - b) The Agreement provisions relied on or claimed to be violated.
  - c) The remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the EMPLOYER representative and the UNION representative. If no settlement is reached, the Police Chief or designee will give a written answer within ten (10) business days after receipt. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days will be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. If settled, it shall be reduced to writing and signed by the EMPLOYER and the UNION representative. If not settled, the City Administrator will answer the Step 2 grievance in writing within ten (10) business days after receipt of such Step 2 grievance. If not settled, the grievance may be submitted to mediation or arbitration.

Step 2a: Mediation. If the grievance is not resolved at Step 2 of the Grievance Procedure, either party may submit the matter by mutual agreement to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for 7.5 Arbitration of the Grievance Procedure. Any grievance not

appealed in writing to 7.5 by the Union within ten (10) business days after a failed mediation shall be considered waived.

The EMPLOYER may initiate grievances at Step 2. Discharge grievances may be initiated at Step 2.

7.5 Arbitration.

If the grievance is unresolved at Step 2 or Step 2a, and the UNION elects to appeal the grievance to arbitration, the UNION within ten (10) business days following the issuance of the Step 2 answer or failure of the mediation process shall submit a written request for arbitration to the Bureau of Mediation Services requesting a list of arbitrators in accordance with the "Rules governing the arbitration of grievances" as enacted by the Bureau of Mediation Services. The UNION shall submit a copy of such request to the City Administrator. The parties shall then choose the arbitrator by the UNION and the EMPLOYER alternately striking a name from the list until one remains as the Arbitrator to hear and decide the dispute.

7.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. His/her decision shall be subject to law and regulations having the effect of law. His/her decision shall be binding upon the parties only in so far as the Public Employees Labor Relations Act of 1971, as amended, requires it to be binding.

7.7 The fees and expenses of the Arbitrator shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for its own expenses and compensating its own witnesses. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the EMPLOYER to reply within the time limits at any step shall be deemed denial of the grievance.

7.8 Choice of Remedy. If, as a result of the written response in Step 2, 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 Article 7.5 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. In any event, the aggrieved employee or his/her UNION representative shall elect in writing which procedure shall be used and, thereafter the employee's right to pursue any other procedure terminates and is waived. *An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC vs. Board of Governors of State Colleges and Universities*

*957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.*

#### **ARTICLE 8. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of North Mankato. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE 9. PROBATION**

- 9.1 Any new employee will serve up to a one-year probationary period.
- 9.2 During the probationary period a new employee may be terminated or returned to former position at the sole discretion of the EMPLOYER.
- 9.3 A new employee shall earn vacation and sick leave from the date of hire; however, such credits may not be used until the employee has completed six (6) months service.

#### **ARTICLE 10. SENIORITY**

- 10.1 Seniority shall be determined by the employee's length of continuous employment with the Department and be available up on request.
- 10.2 A reduction in the work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have opportunity to return to work within one (1) year of the time of his/ her layoff before any new employee is hired. The EMPLOYER shall send the notice of recall by certified letter to the employee's last known address. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and tele phone number with the EMPLOYER during layoff.

#### **ARTICLE 11. DISCIPLINE**

- 11.1 The EMPLOYER will discipline employee for just cause only. Discipline will be in one or more of the following forms:
  - a) Oral reprimand.
  - b) Written reprimand.
  - c) Suspension without pay.
  - d) Demotion.
  - e) Discharge.

- 11.2 Suspensions, demotions, or discharges will be in written form.
- 11.3 Written reprimands, notices of suspensions, notices of demotions and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands or notices.
- 11.4 An Employee may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Grievances relating to this Article shall be initiated by the UNION in Step 2 in the grievance procedure under Article 7 of this Agreement.

#### **ARTICLE 12. OVERTIME**

- 12.1 Employee assigned to an eight-hour workday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for all time in excess of forty (40) hours per week or hours exceeding the regular hours of work. Overtime as defined herein shall be paid on the basis of all hours compensated. Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.2 Upon their request, and with the approval of the department head, employee may be compensated for overtime with compensatory time off at the rate of one and one-half times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the department head prior to the date or requested use. An employee will be allowed to carry a maximum of 100 hours of compensatory time into the next calendar year.
- 12.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 As of December 1, of each calendar year, an employee will be required to declare a payout of any or all compensatory time accumulated. In the event no declaration is made, the entire amount of compensatory time up to a maximum of 100 hours will be carried into the next calendar year.

Holiday hours not worked, shall not be considered as work time for the purpose of computing overtime.

#### **ARTICLE 13. WORK SCHEDULE AND HOURS OF WORK**

- 13.1 The normal work week is forty (40) hours Monday through Friday working eight (8) hour shifts.



- 13.2 Work schedules showing the employee's shift, workdays, and hours shall be maintained by the EMPLOYER. Once such work schedules are established and until they are changed by the EMPLOYER, such schedules shall be the regular work schedule.
- 13.3 Employee's work schedules shall provide for a fifteen (15) minute paid rest period for each four (4) hours worked. Employee shall receive a one (1) hour unpaid lunch break.

**ARTICLE 14. VACATION**

- 14.1 Any regular full-time employee shall earn vacation on the following schedule provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the fifteenth (15th) day of the month:

<u>Period of Continuous Employment</u>	<u>Earned Vacation</u>
1st through 7th year	6.66 hours per month
8th through 14th year	10 hours per month
15th through 21st year	13.33 hours per month
22 years and over	16.66 hours per month

- 14.2 No vacation leave shall be granted to an employee during the first six (6) months of employment, but vacation shall accrue from the start of his/her employment. In accordance with the vacation leave schedule, an employee completing six (6) months of service will be eligible for five (5) days of vacation leave. All earned vacation leave shall be based on the employee's period of continuous employment from the starting date of his/her employment with the City provided that the first month of regular full-time employment shall be counted only if the employee started work on or before the 15<sup>th</sup> day of the month.
- 14.3 Vacation will be granted in increments of no less than four hours.
- 14.5 Employee will be notified of the status of their vacation leave accumulation at the beginning of each calendar year. After such notification, the amount of accumulated vacation leave exceeding the maximum amount allowable under the following schedule will be forfeited by the employee at the end of the calendar year.

<u>Period of Continuous Employment</u>	<u>Maximum Number of Hours of Accumulated Vacation</u>
Through 10 years	160 hours
11 through 15 years	200 hours
16 through 20 years	280 hours
Over 20 years	360 hours

- 14.6 Employee whose employment with the EMPLOYER has been terminated either through resignation, retirement, or layoff and are leaving the municipal service in good standing shall be entitled to cash payment for all vacation leave accumulated as of the date of said termination.

## ARTICLE 15. INSURANCE

- 15.1 An Employee subject to this Agreement shall be covered under the EMPLOYER'S Group Hospitalization and Major Medical, Life, Accidental Death and Disability, and Long-Term Disability insurance policies in the same respect as other City employees.
- 15.2 The Employer has the potential to reopen this contract for benefits received in any year for the purposes of changes to the health insurance plans. In accordance with Minnesota Statutes, there will be a duty to bargain if the change in plans results in a reduction in the aggregate value of benefits.

## ARTICLE 16. SICK LEAVE

- 16.1 Sick leave shall be accumulated at the rate of one (1) working day for each calendar month worked. During the probationary period, full-time employee may draw in advance on the days of sick leave credits earned during the probationary period. If the employee does not successfully complete the probationary period, such unearned leave shall be repaid to the EMPLOYER.

In addition to leave authorized by law under this section, employee will be granted sick leave for the following reasons:

- 1) Physical examinations.
- 2) Dental care.
- 3) Ocular appointments.
- 4) Illness, injury, or care of a family member. The term "family member" means mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, adult child, grandchild, grandparent, stepparent or any relative of the employee who is a legal dependent and lives in the household of the employee.
- 5) Death in the family. The term "family" means parents (in-law), sister (in-law), brother (in-law), spouse, children, grandparents, aunts, and uncles (including those of spouse).
- 6) Injuries at work.
- 7) Personal Illness.
- 8) Contagious disease.
- 9) Maternity leave.

Sick leave shall not be taken in increments of less than four hours. When taking sick leave, the employee shall notify his/ her department head of this fact prior to the beginning of the scheduled workday. Failure to supply the department head with adequate notice may be cause for denial of sick leave pay. Any employee who uses three (3) or more consecutive

days of sick leave must notify his/her department head as to an estimated date of return to work. The employee shall keep the department head informed of any changes in these plans. The EMPLOYER reserves the right to require any employee who uses three (3) or more consecutive days of sick leave to provide a doctor's certificate of illness. The certificate shall state the reason the employee is ill and the extent to which he/she cannot safely perform his/her work duties.

Employee entering duty or terminating their services during a calendar month shall be credited with a full month's service if they work sixteen (16) days or more during the month in question. Unused sick leave may be accumulated. Accumulated unused sick leave exceeding sixty (60) days may be traded in at the end of each calendar year at the following rates:

- 1) Full-time employee with five (5) through nine (9) years may trade in any excess at twenty-five percent (25%) of their regular daily wage.
- 2) Full-time employee with ten (10) through nine teen (19) years may trade in any excess at forty percent (40%) of their regular daily wage.
- 3) Full-time employee with twenty (20) or more years may trade in any excess at seventy-five percent (75%) of their regular daily wage.

Employee has the option of retaining these excess days and continuing to accumulate them. Employee also has the option of trading in excess days for vacation days. Employee with five (5) through nine (9) years of service may trade in vacation days at the rate of four (4) unused sick days for one (1) vacation day. Employee with ten (10) through nineteen (19) years may trade in at the rate of three (3) unused sick days for one (1) vacation day. Employee with twenty (20) or more years may trade in at the rate of two (2) unused sick days for one (1) vacation day. Upon severance in good faith, all unused accumulated sick leave shall be compensated using the same criteria as for the excess sick leave, the only difference being that all days, shall be compensated for. In no event shall severance pay (from accumulate sick leave and vacation leave) provided for an employee leaving employment exceed an amount equivalent to one (1) year of salary.

For the purposes of accumulating additional vacation or sick leave, an employee using an earned sick-leave day is considered to be working.

An employee on vacation who becomes ill or injured may, upon proper identification, change their status to sick leave. Claiming leave under false pretenses shall be cause for disciplinary action including transfer, suspension, demotion, or dismissal.

100% of the sick leave benefit normally received at termination will be placed in a post-retirement health care savings plan.

16.1(A) Worker's Compensation

An employee receiving sick leave with pay who simultaneously receives worker's compensation insurance benefits, shall receive only that portion of his/ her sick-leave payment which will, together with the worker's compensation benefits and for the duration of said benefits, equal their regular salary.

- 16.2 Personal Leave - Any employee eligible for sick leave benefits may use up to three (3) sick leave days per year for personal reasons. Personal leave may be taken for any purpose. An employee must request and receive authorization for the use of personal leave from his/her department head prior to the date of the leave. Personal leave shall not be taken in increments of less than four hours.

**ARTICLE 17. HOLIDAYS**

- 17.1 Any employee shall be eligible for holiday benefits. Benefits shall include the authorized absence from work with pay. Compensation received shall be equal to the regular daily wage received as if the employee had worked a normal day. Holidays include:

- 1) New Year's Day - January 1
- 2) Martin Luther King Day - third Monday in January
- 3) President's Day - third Monday in February
- 4) Memorial Day - last Monday in May
- 5) Independence Day - July 4
- 6) Labor Day - first Monday in September
- 7) Veteran's Day - November 11
- 8) Thanksgiving Day - fourth Thursday in November
- 9) Thanksgiving Friday - fourth Friday in November
- 10) Christmas Day - December 25
- 11) Christmas Holiday - day before or after Christmas Day
- 12) Floating Holiday - Employee's birthday or day of his/her choice.

- 17.2 When New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25 falls on Sunday, the following day shall be a holiday. When New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or Christmas Day, December 25 falls on a Saturday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Monday or Thursday the following day shall be a holiday. When Christmas Day, December 25 falls on a Tuesday, Wednesday or Friday, the preceding day shall be a holiday. When Christmas Day, December 25 falls on a Saturday, the preceding Thursday shall be a holiday. When Christmas Day, December 25 falls on a Sunday, the preceding Friday shall be a holiday. If a holiday falls during vacation period, the employee shall be granted an extra day of vacation leave. Employee must be on pay status the day before and the day after the holiday in order to receive holiday-pay benefits.

- 17.3 Employee shall be paid by the EMPLOYER double time for all hours worked on a holiday.

#### **ARTICLE 18. LEAVES OF ABSENCE**

Any employee, shall be eligible for authorized leave as follows:

- 18.1 Military Leave; Any regular employee who is a member of reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State which would prevent them from performing his/her regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request. The EMPLOYER shall pay only that amount when added to the military pay equals the employee's regular pay for the absence.

Notice shall be given the EMPLOYER at least five (5) working days after the receipt of said orders and no less than twenty-four (24) hours prior to the date of leave, except that when said orders are received at a time which would make the compliance with provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 18.2 Employee required to serve on a jury shall receive a leave of absence: Employee compensation for such shall be equal to the difference between the compensation received for such duty and the employee's regular pay.
- 18.3 Unpaid Leave of Absence; Leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted to all employee who have success fully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one employee at a time and only on the condition that in the EMPLOYER'S judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leave of absence will be made in writing and will include the following information: (1) Reason for requesting the leave; (2) Date the leave of absence would commence; (3) Date of return to work. Such requests must be made at least thirty (30) days prior to the date the leave would commence. The disposition of such requests shall be at the sole discretion of the EMPLOYER. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned.

Unpaid leaves of absence may be extended by the EMPLOYER based upon a written request for an extension from the employee.

Nothing in this Article shall be construed as limiting the right of the EMPLOYER to grant leaves of absence which in the opinion of the EMPLOYER will benefit the EMPLOYER or the employee.

Any employee on general leave-of-absence will not accrue vacation or sick leave benefits or increase their seniority during the leave.

#### **ARTICLE 19. TUITION REIMBURSEMENT**

The EMPLOYER will reimburse any regular employee the tuition cost for any successfully completed, approved, directly job-related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the EMPLOYER. Successful completion means the employee receives a mark or score which the college or school classified as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the EMPLOYER. No more than six (6) credit hours or two (2) courses will be approved at any one time. Employee is required to take courses outside of their work schedule whenever they are offered.

#### **ARTICLE 20. NON-DISCRIMINATION**

20.1 The use of masculine or feminine pronouns in this Agreement shall refer to an employee of either gender unless the context in which these are used clearly indicates limitation to one gender.

#### **ARTICLE 21. PAY PLAN**

24.1 Effective the first day of first full pay period in 2021, a 2.95% general wage increase:

Police Secretary \$24.68 per hour

24.2 Effective the first day of first full pay period in 2022, a 2.65% general wage increase:

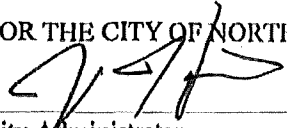
Police Secretary \$25.33 per hour

#### **ARTICLE 22. DURATION**

This Agreement shall be effective as of the first day of January of the year 2021 and shall remain in full force and effect until the thirty-first day of December 2022.

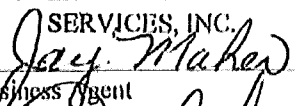
IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed this 29<sup>th</sup>  
day of July, 2021.

FOR THE CITY OF NORTH MANKATO

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

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

FOR LAW ENFORCEMENT LABOR  
SERVICES, INC.

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

  
\_\_\_\_\_  
Steward