

LABOR AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
OF THE STATE OF MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(Local No. 417)

January 1, 2022 – December 31, 2022

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ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into this 16 day of November 2021 by and between the City of Springfield, State of Minnesota, and Law Enforcement Labor Services, Inc. (Local No. 417), to be in effect from January 1, 2022 to December 31, 2022. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or 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 bargaining agent for all police officers of the City of Springfield who are full-time, licensed officers and are employed for more than an average of twenty-five (25) hours per week and more than one hundred sixty (160) days per year, excluding the Police Chief, supervisors, and all other City employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3
DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 417).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 417).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit
- 3.4 DEPARTMENT: The Springfield Police Department
- 3.5 REGULAR EMPLOYEE: Employee who has completed the one (1) year probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the one (1) year probationary period.

- 3.7 EMPLOYER: City of Springfield.
- 3.8 UNION OFFICER: Officer elected or appointed by the Union
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown 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 4
UNION SECURITY

- 4.1 The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of the choices and changes in the position of steward.
- 4.2 The Employer shall make space available on the employees' bulletin board for the posting of Union notice(s) and announcement(s).
- 4.3 There shall be no discrimination against any employee because of membership or non-membership in the Union, or because of race, color, creed, sex, national origin, religion or political affiliation.
- 4.4 Representatives of the Union shall have access to the facilities of the Employer to investigate grievances or for other legitimate Union business, provided:
- 4.41 Permission is obtained from the City of Springfield; and
- 4.42 Such visits do not interfere with the job duties or responsibilities of employees.
- 4.5 The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the sole and exclusive representative for said employees, without mutual consent of both parties pursuant to meet and confer process.

The Employer agrees that representatives of the Union and the Employer will meet periodically at mutually convenient times for the purpose of reviewing and discussing their common interests in establishing a constructive Union/Employer relationship. Union members should notify their Union representative to schedule such meetings with the Employer.

ARTICLE 5
EMPLOYER AUTHORITY

- 5.1 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 City of Springfield 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 City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 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.
- 5.3 Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement.
- 5.4 The Employer has the right to establish and enforce reasonable work rules not in conflict with the terms of this Agreement. The Employer agrees to advise the Union of changes in work rules as far in advance as practical.

ARTICLE 6
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 Representatives - The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such representatives and of their successors when so designated.
- 6.3 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 employees and shall therefore be accomplished during normal work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the 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 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.

6.4 Procedure - 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 Police Chief. The Police Chief 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 violation, the remedy requested, and shall be appealed to Step 2 by the Union within ten (10) calendar days. 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 Manager. The City Manager shall give the Union the Employer's Step 2 answer in writing within ten calendar days. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance not resolved in Step 2 may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the mediation process does not preclude either party from proceeding to arbitration. The use of the BMS is for possible mediation resolution only.

Step 4. A grievance not resolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration, within 10 calendar days following the conclusion of mediation, 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 Bureau of Mediation Services.

Either party may, within sixty (60) calendar days, request a list of arbitrators from the Bureau of Mediation Services. In the event that neither party requests a list of arbitrators within the sixty (60) day period, it is understood the grievance is waived.

6.5 Arbitrator's Authority - The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the 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. 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's decision

shall be submitted in writing. 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 the Agreement and to the facts of the grievance presented. 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 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.

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 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, 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 written agreement of the Employer and the Union in each step.

6.7 Choice of Remedy - If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VI or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VI, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VI or another appeal procedure - and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VI.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority that are necessary for it to operate and direct the affairs of the Police Department in all of its 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 are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; 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. The above foregoing shall be subject to the grievance procedure set forth in this contract.

ARTICLE 8
HOURS OF WORK

- 8.1 The Chief of Police shall establish work schedules, subject to review and modification by the Police Commission, and further subject to review and modification by the City Council.
- 8.2 The normal work year shall consist of 2080 hours and may consist of shifts between eight (8) and twelve (12) hours in length.
- 8.3 Employees shall be given a lunch period of thirty (30) minutes during each work day.
- 8.4 An employee required to appear in criminal court during his scheduled off-duty time shall be guaranteed a minimum of two (2) hours pay at one and one-half times their base rate of pay unless court time is an extension or early report to his shift in which case pay will be for actual time on duty. Employees shall be eligible for court pay if they receive less than twenty-four (24) hours' notice from the date of their court appearance that the appearance has been cancelled or rescheduled for another date.
- 8.5 The Employer will pay for the cost of any Employer approved law enforcement in-service seminars and classes, including those sponsored on a local level. Documented mileage, lodging meal and conference costs shall be reimbursed in accordance with existing City policies. Employees will be paid for travel which occurs outside of their scheduled shift.
- 8.6 Employees attending out of town training, including seminars, classes or conferences, and are expected to stay overnight, the work day shall count as eight (8) hours worked, exclusive of travel time to and from the training.
- 8.7 An employee returning from a training seminar during the hours which she/he is scheduled to work depending on staffing levels may be required to work the balance of the shift. In the event an employee returning from a training seminar and is not required to complete the balance of his/her scheduled shift, the employee shall be required to work the hours missed prior to the completion of the twenty-one (21) day period.

ARTICLE 9
OVERTIME

- 9.1 Employees shall receive one and one-half (1-1/2) times the regular straight-time hourly rate of pay for all hours worked in excess of one hundred twenty (120) hours in a twenty-one (21) day schedule. In lieu of overtime payment in cash employees shall have the option of electing to receive compensatory time at the rate of one and one-half (1-1/2) hour for each overtime hour worked or portion thereof.

- 9.2 Once the twenty-one (21) day schedule has been set, and during the twenty-one (21) day established schedule an officer fills the shift or shifts of another officer due to illness, the officer filling the shifts shall not be required to take time off his/her previously scheduled shifts to avoid the receipt of overtime payment.
- 9.3 Employees called in to work prior to the beginning of his/her regularly scheduled shift or on scheduled day off, or is called back to work on the same day after having gone home, shall be guaranteed a minimum of two (2) hours pay at the overtime rate of one and one-half (1-1/2) times the employee's base rate of pay for hours worked. However, an employee called in to work less than two (2) hours prior to the beginning of his/her regularly scheduled shift the employee will be paid at the rate of one and one-half (1-1/2) times their base rate of pay. The aforementioned minimum of two (2) hours will not apply on early call in of less than two (2) hours prior to the beginning of the regularly scheduled shift.
- 9.4 Employees in an on-call status shall receive fifty percent (50%) of their regular hourly rate of pay.
- 9.5 An employee called out during scheduled off-duty time shall be guaranteed a minimum of two (2) hours at one and one-half times their base rate of pay.
- 9.6 All hours worked and paid sick leave hours shall count toward the computation of overtime.
- 9.7 An employee during their first year of employment shall be permitted to accrue a maximum of twenty (20) compensatory time hours during their first year of employment. In the event an employee's compensatory time bank exceeds twenty (20) hours within their first year the employee shall receive cash payment for overtime worked in lieu of compensatory time. Employees beyond their first year of employment shall be permitted to accrue compensatory time to a maximum of forty (40) hours.

ARTICLE 10
VACATION

- 10.1 Regular employees shall earn vacation benefits on the following basis:

	Accrual Hours
Beginning first year	0
Beginning second year	80
Beginning third year	88
Beginning fourth year	96

Beginning fifth year	104
Beginning sixth year	112
Beginning seventh year	120
Beginning eighth year	128
Beginning ninth year	136
Beginning tenth year	144
Beginning eleventh year	152
Beginning twelfth year	160

Maximum vacation accrual shall not exceed 200 hours.

- 10.2 New employees may not use vacation benefits until one (1) year of employment has been completed.
- 10.3 Employee vacation benefits per month or per year provided by 10.1 of this Article shall be computed on the basis of the employee's anniversary date of service with the City, provided:
 - 10.31 Preferences for vacation periods shall be made known to the office of the Police Chief not less than fifteen (15) days prior to the proposed vacation. Shorter notice of preference is permissible if the employee and the office of the Police Chief are able to agree on shift coverage during the proposed vacation. In case of a conflict as to dates, senior employees shall have preference.
 - 10.32 All vacations must be approved by the Police Chief.
 - 10.33 Only one (1) employee may be on vacation at any time.

ARTICLE 11
HOLIDAYS

- 11.1 The following days shall be paid holidays for all regular employees based on an eight-hour work shift: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Christmas Eve (1/2 day), and Good Friday (1/2 day) Holidays shall be observed on the actual holiday.
- 11.2 All regular employees will receive eighty (80) hours of holiday pay for the holidays set forth in Section 11.1. During the last pay period of the calendar year, employees will receive a lump sum payment for all holidays earned during said year. Regular employees who end their employment with the City in good standing shall receive a pro-rated portion of the holiday pay upon separation.

- 11.3 Employees actually working on each such holiday shall receive compensation of one and one-half (1-1/2) times the number of hours worked in addition to the holiday pay.

ARTICLE 12

SICK LEAVE, FUNERAL LEAVE, LEAVES OF ABSENCE, RETIREMENT

- 12.1 Sick leave with pay shall be earned by each regular employee at the rate of one (1) working day for each month of service. This shall take place from the date that the employee starts employment.
- 12.2 Sick leave may be accumulated up to a maximum of ninety (90) days.
- 12.3 Accumulated sick leave may be used as follows with respect to the employee and employee's immediate family:
- 12.31 Sick leave may be used for absence from work due to illness or disability, or to obtain medical or dental care not available during normal off-duty hours.
- 12.4 Sick Leave shall be granted in accordance with the Minnesota Parental Leave Act and FMLA.
- 12.5 The Employer may require a certificate to substantiate use of sick leave for more than three (3) working days.
- 12.5 Accumulated sick leave may be used in the event of death, as follows:
- 12.51 Twenty-four (24) working hours for a death in the immediate family of an employee or employee's spouse.
- 12.52 Sixteen (16) working hours for a death of any other blood relative of the employee or employee's spouse.
- 12.53 Eight (8) working hours to serve as a pallbearer.
- 12.6 The Employer may grant a leave of absence without pay for such length of time as it may deem proper.
- 12.7 Employees shall retire at the end of the month in which the age of sixty-five (65) is attained.
- 12.8 The compensation payable to an employee resulting from the employee's absence from work due to illness or disability shall be reduced by an amount paid to the employee as a result of disability insurance provided by the Employer.
- 12.9 Upon approval of the Employer, and after two (2) years of employment, employees shall

be granted as requested an educational leave of absence for a time period not exceeding one year. Employees shall maintain their seniority and be placed in their former position of employment upon their return to employment.

- 12.10 Sick Leave Incentive Program: An employee who has accrued seven hundred twenty (720) hours of sick leave shall have those hours deposited into their HCSP as set forth in Article 17.

ARTICLE 13
INSURANCE

- 13.1 The employer agrees to pay ninety percent (90%) of the monthly premium for group health insurance for a single premium and the employee contribution shall be ten percent (10%) per month. The Employer agrees to pay eighty percent (80%) of the monthly premium for dependent coverage, and the employee shall pay twenty percent (20%) per month.
- 13.2 The employer shall make a one-time contribution of \$1,200.00 toward the deductible for each employee upon initial (first time) enrollment in an Employer sponsored family health insurance plan. In each year following initial enrollment, an employee enrolled in an Employer sponsored single or family health insurance plan shall receive a contribution toward the deductible of \$600.00. For employees hired prior to January 1, 2022, the employer shall contribute six hundred dollars (\$600) toward the single deductible plan and twelve hundred dollars (\$1200) toward the family plan in 2022. The respectable deductibles will be paid to the employee's plan the first week in January of each calendar year.
- 13.3 The City and Union acknowledge that the health insurance plans are subject to IRS rules and that any changes to the plans dictated by the IRS shall not constitute a change to the plans requiring negotiation between the City and Union.
- 13.4 The City shall continue to provide arrest insurance for all members of the Police Union.

ARTICLE 14
PROBATIONARY PERIODS, SENIORITY, DISCIPLINE

- 14.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period, during which time they may be terminated at the sole discretion of the Employer.
- 14.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of the Agreement and shall have seniority dating from the beginning date of their continuous employment.

- 14.3 In the event of a layoff or recall, seniority shall govern provided the senior employee is qualified to perform the work involved.
- 14.4 Discipline- Regular employees shall be disciplined for just cause only and, where appropriate, the complaint procedures as contained in the Rules and Regulations shall be followed.
- 14.41 Discipline may include any of the following though not necessarily in the order shown:
- a. Counseling
 - b. Remedial education
 - c. Oral reprimand
 - d. Written reprimand
 - e. Suspension with or without pay
 - f. Demotion
 - g. Discharge
- 14.42 Suspensions, demotions and discharges shall be in writing.

ARTICLE 15
WAGES AND UNIFORMS

- 15.1 Pay periods shall be bi-weekly and paid based on an hourly schedule running from Sunday at 7:01 a.m. to Sunday at 7:00 a.m.
- 15.2 Each new employee shall be furnished a complete uniform. Such uniform shall, at a minimum, consist of the following: Three (3) pairs of pants, three (3) short sleeve shirts, one (1) pair of shoes, two (2) jackets, one (1) tie, one (1) winter hat, one (1) summer hat, one (1) set of leather, such accessories as determined by the Chief of Police, and one (1) bullet proof vest. Upon termination of the employment of an employee, the Police Chief, in his discretion, may require that all or part of such complete uniform be returned.
- 15.3 The Employer shall provide a \$650.00 annual clothing allowance for each full-time employee which may be used to replace any uniform items issued pursuant to: paragraph 15.2 above, as well as to compensate for the cost of dry cleaning of jackets.
- 15.4 It is the duty of the employee to utilize the clothing allowance so that the uniforms of the employees are kept neat and up-to-date at all times.
- 15.5 The employer shall reimburse each officer twenty-five dollars (\$25.00) per month toward a cell phone for work related usage. This will be a one-time payment at year end or upon separation of employment, whichever occurs first.

- 15.6 Employees' basic hourly rates of pay shall be set forth in the wage schedule found at "Schedule A" of this Agreement.

ARTICLE 16
SERGEANT POSITION

- 16.1 The City may at any time determine that it will appoint one of the Union members to the position of Sergeant. Such appointment shall be at the sole discretion of the City, and the City shall also have an absolute right to terminate the appointment at any time that it determines such a position is no longer advisable, without cause, and without notice or hearing. The City shall provide the employee serving in the Sergeant position a two (2) week notice that the Sergeant position will be eliminated. The Union member serving the Sergeant position will continue to accrue seniority.

ARTICLE 17
POST-RETIREMENT HEALTH CARE SAVINGS PLAN

- 17.1 The Employer shall establish a post-retirement health care savings plan (HCSP) through the Minnesota State Retirement System (MSRS), pursuant to Minn. Stat. 352.98. The HCSP allows employees to save money on a tax-free basis to pay for medical expenses and health insurance premiums after retirement as defined by PERA. The MSRS will determine all provisions of this plan, and employees will deal directly with the MSRS on all account matters. The City's responsibility will be to process the initial employee enrollment in the HCSP and to forward the employee contributions as set forth below.
- 17.1.1 Employees who accrue sick leave in excess of seven-hundred and twenty (720) hours shall have four (4) hours pay per month paid into their HCSP.
- 17.1.2 Employees with at least one (1) year of service and who end their service in good standing shall have vacation hours earned but not used at the time of separation deposited directly into their HCSP.
- 17.1.3 Upon the employee's death, contributions owed but not yet paid to the HCSP will be paid to the employee's designated beneficiary.

ARTICLE 18
LIGHT DUTY

- 18.1 Employees unable to perform the full duties of their position as determined by a qualified medical professional may request a light duty assignment. The assignment shall be determined by the Chief of Police. Requests for light duty may not be unreasonably denied.

ARTICLE 19
WAIVER

- 19.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 19.2 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 term or condition 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 20
SAVINGS CLAUSE

- 20.1 This Agreement is subject to the laws of the United States and the State of Minnesota and the City of Springfield charter. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party

ARTICLE 21
COMPARABLE CITIES

- 21.1 The City and Union will agree to a comparable set of cities to compare wages with prior to negotiations on subsequent contracts.

ARTICLE 22
WORK PERFORMANCE/STEP MOVEMENT

- 22.1 Eligible employees shall receive step movement on the wage schedule at "Appendix A" of this Agreement on their anniversary date of hire. An employee must have overall satisfactory work performance to be eligible for step movement.

The employee's performance review shall be conducted by the Chief of Police. The performance review shall be completed no less than 3 months prior to the employee's

anniversary date of hire. (For example, if an employee's anniversary date is Jan. 1, the performance review must be completed by Oct. 1 of the preceding year).

If an employee has less than overall satisfactory work performance, the Chief of Police shall develop a performance improvement plan ("PIP") for the employee that:

- (1) Clearly identifies the employee's performance deficiency(ies);
- (2) Sets out clear and reasonably attainable goals designed to improve the employee's performance deficiency(ies); and
- (3) Is for a length of time not to surpass the employee's forthcoming anniversary date.

If the Chief of Police determines that the employee has not successfully completed the PIP, the employee may elect to appeal the outcome of this decision to the grievance procedure as set forth in Article 6 (Employee Rights, Grievance Procedure).

If the Employer elects not to conduct an employee performance review, the employee will automatically receive step movement on their anniversary date of hire.

ARTICLE 23
DURATION

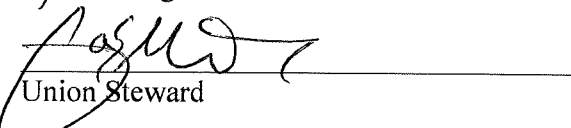
This Agreement shall be effective January 1, 2022– December 31, 2022 and shall remain in effect from year to year thereafter, unless either party shall give written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate this Agreement. If proper notice is given by either party, then any adjustment in the wage schedule shall be effective as of the beginning of the next calendar year.

The parties agree that negotiations on a subsequent contract shall commence no later than July 1 of the expiring year of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16 day of November, 2021.

FOR LAW ENFORCEMENT LABOR SERVICES, INC. (Local No. 417):


Business Agent


Union Steward

12-8-2021
Date

FOR CITY OF SPRINGFIELD, MN:


Mayor


City Clerk

11-16-2021
Date

SCHEDULE A

- A. Wage Schedule - The following wage schedule shall cover the base pay for officers. Step movement shall be effective with the pay period in which employee's anniversary date occurs:

Jan. 1, 2022								
Officer	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>
	\$	\$	\$	\$	\$	\$	\$	\$
	23.57	24.43	25.31	26.23	27.18	28.17	29.19	30.25

Placement onto the wage schedule in 2022 shall be as follows: Officer Bellmont—Step B; Officer Maples—Step C; Officer Micka—Step H.

