

AGREEMENT

BETWEEN

THE CITY OF LAKE CRYSTAL

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
Local #252 – Lake Crystal Police Officers**

January 1, 2023 through December 31, 2025

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT	Page 4
ARTICLE 2. RECOGNITION	Page 4
ARTICLE 3. DEFINITIONS.....	Page 4
ARTICLE 4. EMPLOYER SECURITY.....	Page 5
ARTICLE 5. EMPLOYER AUTHORITY.....	Page 5
ARTICLE 6. UNION SECURITY	Page 6
ARTICLE 7. EMPLOYEE- GRIEVANCE PROCEDURE.....	Page 6
ARTICLE 8. SAVINGS CLAUSE.....	Page 8
ARTICLE 9. SENIORITY	Page 8
ARTICLE 10. DISCIPLINE	Page 9
ARTICLE 11. WORK SCHEDULE	Page 10
ARTICLE 12. MEALTIME.....	Page 10
ARTICLE 13. OVERTIME	Page 10
ARTICLE 14. WAGES	Page 11
ARTICLE 15. COURT TIME	Page 12
ARTICLE 16. INSURANCE.....	Page 12
ARTICLE 17. GROUP INSURANCE; CANCER, LIFE, AND LTD	Page 12
ARTICLE 18. HOLIDAYS	Page 13
ARTICLE 19. SICK LEAVE.....	Page 13
ARTICLE 20. UNIFORM ALLOWANCE	Page 13
ARTICLE 21. VACATION.....	Page 14

ARTICLE 22. TRAINING..... Page 14

ARTICLE 23. POST LICENSE FEE Page 15

ARTICLE 24. FUNERAL LEAVE Page 15

ARTICLE 25. SEVERANCE PAY Page 15

ARTICLE 26. PART TIME EMPLOYEES..... Page 15

ARTICLE 27. PERSONAL LEAVE..... Page 15

ARTICLE 28. FAMILY MEDICAL LEAVE ACT..... Page 16

ARTICLE 29. WAIVER Page 16

ARTICLE 30. DURATION..... Page 16

ARTICLE 1 --- PURPOSE OF AGREEMENT:

This AGREEMENT is entered into between THE CITY OF LAKE CRYSTAL, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 252, hereinafter called the UNION.

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 representative for

“All peace officers subject to licensure employed by the Lake Crystal Police Department, Lake Crystal, Minnesota, who are public employees within the meaning of Minnesota Stat. 179A.03, Subdivision 14, and essential employees within the meaning of Minnesota Statutes 179A.03, Subd. 7 excluding supervisory, confidential and all other employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 --- DEFINITIONS:

- 3.1 UNION: Law Enforcement Labor Services, Inc. (L.E.L.S.), Local No. 252.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., (L.E.L.S.), Local No. 252.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Lake Crystal Police Department
- 3.5 EMPLOYER: The City of Lake Crystal
- 3.6 CHIEF: The Chief of the Lake Crystal Police Department
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement labor Services, Inc. (L.E.L.S.), Local No. 252

- 3.8 WORK SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Period during the WORK SHIFT during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.10 STRIKE: Concerted action in failing to report to 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 employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.11 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the Employees scheduled shift.
- 3.12 BASE PAY RATE: The employee's pay rate exclusive of any other special allowances.
- 3.13 PROBATIONARY PERIOD: The probationary period shall be one year from date of hire or rehire for full-time employees or 2,080 cumulative hours worked from date of hire or rehire for part-time employees.

ARTICLE 4 --- EMPLOYER SECURITY:

The UNION agrees that during the life of this AGREEMENT the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruptions of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 --- EMPLOYER AUTHORITY:

- 5.1 The EMPLOYER retains the full and unrestricted right to direct the operations and management of all manpower, facilities, and equipment; to set and amend budgets; to establish work schedules and assign overtime; to determine the utilization of technology; to determine and establish functions, programs and level of services to be provided; to determine whether services should be provided or purchased; 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 --- UNION SECURITY:

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

- 6.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in such deduction, and
- 6.2 Remit such deduction to the appropriate designated officer of the UNION.
- 6.3 The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choices.
- 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 City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 7 --- EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE:

7.1 DEFINITION OF A GRIEVANCE

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

7.2 UNION 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 UNION Representatives and of their successors when so designated as provided by 7.2 of this AGREEMENT.

7.3 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 working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION Representative have notified and receive 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.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative 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, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative'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. A grievance unresolved in Step 2 and appealed to Step 3 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 3 answer. If the parties are unable to agree on the selection of an arbitrator, the UNION shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator'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 be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such 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.

7.6 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.

ARTICLE 8 --- SAVINGS CLAUSE:

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Lake Crystal. 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 9 --- SENIORITY:

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in the previously held position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of the work force shall be according to inverse seniority, with the least senior employee laid off first and so forth. When employees are recalled to duty the most senior laid off employee shall be recalled first and so forth.
- 9.4 An employee on lay-off shall have an opportunity to return to work within eighteen (18) months of the time of his/her lay-off before any new employee is hired.
- 9.5 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

ARTICLE 10 --- DISCIPLINE:

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimands (which will be documented in writing);
 - b) written reprimands;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 10.2 All discipline issued will be in written form and will state the reasons for the action taken. The UNION shall be provided with a copy of such notice.
- 10.3 All forms of discipline which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION Representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure.

ARTICLE 11 --- WORK SCHEDULE:

- 11.1 The EMPLOYER shall be the sole authority in determining work schedules. Said schedules may be amended at any time by the EMPLOYER.
- 11.2 A normal work year shall consist of a minimum of 1,920 hours and up to a total of 2,080 hours to be accounted for by each employee through the following:
- a) Scheduled hours of work;
 - b) Approved and assigned training;
 - c) Authorized paid leave time; and
 - d) Compensatory time.

ARTICLE 12 --- MEALTIME:

Employees shall be given a minimum of one-half hour of time during a full shift for meals. During the mealtime, the employee shall be considered to be “on duty” and shall be responsible for assigned duties. If an employee is required to perform duties during the employee’s mealtime the employee shall have the opportunity to finish the meal later within the shift whenever practicable.

ARTICLE 13 --- OVERTIME:

- 13.1 Employees will be compensated at one and one-half (1 ½) times the employee’s regular base pay rate for any and all hours worked in excess of the employee’s regular scheduled shift. Changes in shift do not qualify any employee for overtime under this article.
- 13.2 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 13.3 Overtime will be distributed as equally as practicable. For purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 If requested by an employee, compensatory time off shall be allowed at an equivalency of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked. Accrual and use of compensatory time off shall be subject to the approval of the Chief of Police.
- 13.5 Hours for which the employee is compensated but does not work shall not be counted as hours worked for the purpose of calculating overtime.

ARTICLE 14 --- HOURLY WAGE / STANDBY PAY / ON CALL TIME:

14.1 Effective January 1, 2023 the Officers will be placed into the new wage scale as follows:

Officer Gangelhoff: 2023 Step 5 (\$30.59/hour)

Officer Killion: 2023 Step 1 (\$26.67/hour)

Officer Smith: 2023 Step 1 (\$26.67/hour)

The “study base” wage schedule will be increased by 3% effective January 1st of each year of the Agreement. These amounts of increase will be adjusted to match those of any other City employee should they receive annual general wage increases *larger* than these.

Officers will advance one step on the pay scale upon their anniversary date of hire each year.

The Employer may install newly hired Officers within the pay scale based upon their previous job-relevant training and experience.

Part-time Officers will be paid at the Step 1 rate.

The 2023-2025 wage scale is as follows:

City Pay Grade 4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Study Base	\$25.89	\$26.79	\$27.73	\$28.70	\$29.70	\$30.74	\$31.82	\$32.93	\$34.09	\$35.28	\$36.51	\$37.79
2023 (+ 3%)	\$26.67	\$27.59	\$28.56	\$29.56	\$30.59	\$31.66	\$32.77	\$33.92	\$35.11	\$36.34	\$37.61	\$38.92
2024 (+ 3%)	\$27.47	\$28.42	\$29.42	\$30.45	\$31.51	\$32.61	\$33.76	\$34.94	\$36.17	\$37.43	\$38.73	\$40.09
2025 (+ 3%)	\$28.29	\$29.27	\$30.30	\$31.36	\$32.45	\$33.59	\$34.77	\$35.98	\$37.25	\$38.55	\$39.90	\$41.29

14.2 Commencement of employment through 12 months of employment (probationary period): wages to be set at the discretion of the City Council.

14.3 STANDBY PAY/ON CALL TIME. The Chief of Police or other individual as appointed by the Chief to set the officers schedules shall schedule Standby/On Call hours. These hours will be scheduled and posted during the normal posting time. The officer shall receive no additional compensation for these hours, other than the additional \$1.00 per hour that was added to the officer's regular hourly pay rate, on January 1, 2006. This increase was for the purpose of providing the officer compensation for Standby/On Call time.

14.4 Progression through the wage schedule based on the anniversary date shall require satisfactory performance as determined by the EMPLOYER. An employee shall be provided with advance notice of unsatisfactory performance.

14.5 The preceding wage schedules shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.

- 14.6 FIELD TRAINING OFFICER PAY. Employees shall receive one (1) hour of vacation leave for each shift of four (4) hours or more in duration in which they act at the Employer's direction as Field Training Officers (FTO)

ARTICLE 15 --- COURT TIME AND CALL BACK:

A full-time regular employee or a part-time employee recognized under ARTICLE 2 - RECOGNITION of this AGREEMENT who is called back to duty or to appear in Court during the employee's scheduled off-duty time shall be paid at one and one-half (1-1/2) times the employee's regular base rate of pay for a minimum of two (2) hours. Any officer who has their court date cancelled within 24 hours of the schedule appearance time shall receive 2 hours of overtime pay.

ARTICLE 16 --- INSURANCE:

- 16.1 The EMPLOYER will pay one hundred percent (100%) for the cost of single coverage for each regular, full-time employee under the EMPLOYER'S group medical and hospitalization insurance.
- 16.2 The EMPLOYER will pay eighty percent (80%) of the cost of family coverage for each regular, full-time employee under the EMPLOYER'S group medical and hospitalization insurance. The remaining twenty percent (20%) will be paid by the employee.
- 16.3 The EMPLOYER is not liable for claims as a result of denial of insurance benefits by an insurance carrier.
- 16.4 The EMPLOYER contribution for medical and hospitalization insurance under Section 16.1 or 16.2 shall continue while an employee is on paid leave status. An employee on unpaid leave shall pay the full cost of the premium. An employee on unpaid leave may elect to convert accrued, unused vacation for payment of the premium.

ARTICLE 17 --- GROUP INSURANCE:

- 17.1 The EMPLOYER shall provide for each full-time regular employee group insurance having the same level of benefits and cost as that provided for other City employees.
- The EMPLOYER will pay one hundred percent (100%) of the cost of coverage for each regular Full-time employee who chooses to participate in the group term life and short-term disability insurance.
- 17.2 The EMPLOYER is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE 18 --- HOLIDAYS:

Each full-time regular employee shall be compensated for the following holidays which shall consist of eight (8) hours:

New Years' Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	

In addition, full-time regular employees shall be compensated for two (2) half-day holidays which shall consist of four (4) hours of Christmas Eve Day and New Years' Eve Day.

Each full-time regular employee recognized under ARTICLE 2 of this AGREEMENT who is scheduled to work on a holiday observed by the EMPLOYER shall be paid at two (2) times the employee's hourly pay rate for hours worked or shall receive a compensatory day off with pay.

ARTICLE 19 --- SICK LEAVE:

- 19.1 Each full-time regular employee shall accrue sick leave at the rate of eight (8) hours for each calendar month of full-time service.
- 19.2 Unused accrued sick leave may be accumulated to a maximum of seven hundred and twenty (720) hours.
- 19.3 Sick leave may be used due to illness or injury of the employee or the employee's relatives, as "safety leave", and as parental leave, all as defined and applied in Minnesota Statutes 181.940 through 181.944. Sick leave usage shall be subject to approval and verification by the EMPLOYER.

ARTICLE 20 --- UNIFORM ALLOWANCE:

- 20.1 The EMPLOYER shall provide eight hundred dollars (\$800.00) for the year to each full-time regular employee for replacement, maintenance and cleaning of the uniform. The stated uniform allowance may be paid in cash or actual uniform purchases may be paid or reimbursed by the EMPLOYER, following the submission of invoices or other proof-of-purchase.

A newly hired police officer will be authorized an initial issue, consisting of the following, instead of the yearly clothing allowance, for the first year of employment:

2 pair pants; 2 long-sleeved shirts;
 2 short-sleeved shirts; 1 summer jacket; 1 winter coat

- 20.2 A protective vest and/or insert shall be provided by the EMPLOYER and the EMPLOYER shall replace same on a schedule conforming to the manufacturer’s recommendations.
- 20.3 Replacement of eyeglasses damaged during the performance of an employee’s job duties shall be replaced at the expense of the EMPLOYER.

ARTICLE 21 --- VACATION:

- 21.1 Full-time regular employees shall accumulate vacation in accordance with the following schedule based on years of continuous service:

Continuous Years of Service	Hours of Vacation/Year
0 - 6 years	96 hours
7 - 15 years	120 hours
16 - 20 years	144 hours
21 and more years	192 hours

- 21.2 Employees may take vacation only with the prior approval of the EMPLOYER. The Chief of Police shall inform employees within fourteen (14) days of the request whether or not vacation has been approved.
- 21.3 Carry-over into the next calendar year of more than two hundred sixty (260) hours of vacation is permitted only with the prior approval of the EMPLOYER.
- 21.4 In the event that the EMPLOYER declines the employee permission to carry over unused vacation time, the employee shall be paid for such unused vacation time as a portion of and inclusion of the employee’s last yearly paycheck.
- 21.5 The EMPLOYER may cancel / postpone approved vacation in cases of emergency. However, the EMPLOYER is then required to reimburse the Employee for any lodging / travel deposits / cancellation expenses that are incurred provided the Employee provides proper documentation of said losses.

ARTICLE 22 --- TRAINING:

- 22.1 Training required by the EMPLOYER shall be considered time worked. Required POST training shall be considered required training. Training expense shall be paid by the EMPLOYER.

22.2 If overtime is earned in accordance with ARTICLE XIII - OVERTIME, Section 1, it shall be at one and one-half (1-1/2) times the employee's regular base rate of pay.

ARTICLE 23 --- POST LICENSE FEE:

The EMPLOYER will pay the cost of POST license fees for all Employees requiring such license.

ARTICLE 24 --- FUNERAL LEAVE:

24.1 A full-time regular employee may use a maximum of forty (40) hours of the employee's accrued sick leave for funeral leave in the event of a death in the employee's immediate family.

24.2 Immediate family shall be defined as the employee's husband, wife, child (including foster children, stepchildren, adopted children), mother, father, sister, brother, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, and brother-in-law.

ARTICLE 25 --- SEVERANCE PAY:

The EMPLOYER shall provide for each full-time regular employee severance pay having the same level of benefits as those provided for other City employees. Employees shall be paid any accrued but unused vacation time at the time of separation of employment.

ARTICLE 26 --- BENEFITS FOR PART-TIME EMPLOYEES:

Part-time employees who may become a member of the UNION in the future, and hence become recognized under ARTICLE 2- Recognition of this Agreement, will receive the following benefits:

- a) Uniform allowance on a pro-rata basis and in accordance with ARTICLE 20 - Uniform Allowance, and
- b) Court time and callback in accordance with ARTICLE 15 - Court Time and Call Back.

ARTICLE 27 --- PERSONAL LEAVE:

An employee shall be granted twenty-four (24) hours of personal leave not to be deducted from the employee's accrued sick leave. Personal leave may be used for doctor appointments, funeral leave and vacation and must be scheduled with the prior approval of the EMPLOYER-designated representative. Personal leave not used within the same calendar year shall be lost.

ARTICLE 29 --- WAIVER:

- 29.1 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.
- 29.2 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 in 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 30 --- DURATION:


This AGREEMENT shall be effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2025.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

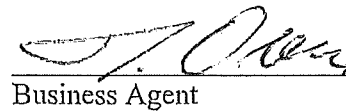
Dated this 10th day of OCTOBER, 2022.

FOR THE EMPLOYER:


FOR THE UNION:



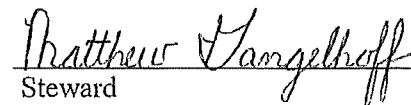
Mayor



Business Agent



City Administrator



Steward