

City Proposal
LABOR AGREEMENT

BETWEEN

CITY OF NORTH ST. PAUL

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

Local 298

(Police Sergeants)

January 1, 2022 through December 31, 2024

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**LABOR AGREEMENT
BETWEEN
THE CITY OF NORTH ST. PAUL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
POLICE SERGEANTS**

ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2019, between the CITY OF NORTH ST. PAUL, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 298, 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 II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes 179A.03, Subdivision 14, for all police personnel in the job classification: **Sergeant**.
- 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 III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 298.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The CITY OF NORTH ST. PAUL Police Department.
- 3.5 EMPLOYER: The CITY OF NORTH ST. PAUL.
- 3.6 CHIEF: The Chief of the CITY OF NORTH ST. PAUL Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.

- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE IV. EMPLOYER SECURITY

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

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, 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 functions 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 VI. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees 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 employees from the bargaining unit to act as a Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) 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 provision of this Article.

ARTICLE VII. 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 specific terms and conditions of this AGREEMENT.
- 7.2 **Union Representatives:** The EMPLOYER will recognize the UNION 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 6.2 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 received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program 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 this 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. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall

give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

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

7.5 ARBITRATOR'S AUTHORITY

1. 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.

2. 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 the 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 express terms of this AGREEMENT and to the facts of the grievance presented.

3. 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 VIII. SAVINGS CLAUSE

This AGREEMENT is subject to the law in the event any provision of this AGREEMENT shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limit 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 IX. 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. A seniority roster may be maintained by the Chief on the basis of time-in-grade and time within specific classification.
- 9.2 During the probationary period, a newly hired or hired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of the work force shall be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of the layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to changes in job classification through transfer, assignment, or promotion when the job-relevant qualifications of an employee are equal.
- 9.5 One continuous vacation period shall be selected on the basis of seniority until April 1st of each calendar year.
- 9.6 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.

ARTICLE X. DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - 1) Oral reprimand
 - 2) Written reprimand
 - 3) Suspension
 - 4) Demotion or
 - 5) Discharge
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimand 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 when as a result of the questioning disciplinary action could occur unless the employee has been given an opportunity to have a UNION Representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 3 of the grievance procedure under ARTICLE VII.

ARTICLE XI. CONSTITUTIONAL PROTECTION

Employees shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII. WAGES

See Appendix A for wages.

ARTICLE XIII. INSURANCE

- 13.1 For the term of this Agreement, the EMPLOYER will contribute the premium amounts listed below toward employee health insurance and dental insurance. Employees opting out of the health insurance plan will be compensated at a rate set by the EMPLOYER. Employees must provide proof of coverage under another group insurance policy in order to receive the monthly opt-out amount provided by the City.

Dental Coverage	City Contribution	Employee Contribution	Monthly Premium
Single	\$ 37.02	\$ 3.14	\$ 40.16
Family	\$ 87.02	\$ 8.71	\$ 95.73
Medical Coverage PEIP High-Deductible	City Contribution	Employee Contribution	Monthly Premium
Single	\$ 434.86	\$ 48.32	\$ 483.18
Family	\$ 1,028.03	\$ 257.01	\$ 1,285.04

The EMPLOYER will contribute to an employee's HSA account if the employee opts to participate in the City's Medical Benefit Plan. Contributions will be made the first and second pay period of each month to each employee's HSA account. Contributions will be prorated for new and departing employees based on their starting and ending date of employment. Listed below is a chart that outlines the annual HSA contribution amounts.

Annual HAS Contributions (Health Savings Account)	2022 – 2024
Single	\$ 1,200.00
Family	\$ 2,400.00

For the term of this Agreement, any increases to the premiums will be shared by the EMPLOYER and Employee. The EMPLOYER will cover 90% of the increase for single coverage and 80% of the increase for family coverage and the Employee shall be responsible for covering 10% of the increase in premiums for single coverage and 20% of the increase in premiums for family coverage.

The EMPLOYER will pay for the cost of long-term disability (LTD) insurance premiums for all regular full-time employees and for an employee assistance program (EAP) for all employees.

In accordance with federal health care reform laws and regulations, the EMPLOYER shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work thirty (30) or more hours per week or the equivalent of one hundred thirty (130) hours or more per month. In order to comply with the health care reform law while avoiding penalties, part-time employees will be scheduled according to business needs and in a manner that ensures positions retain part-time status as intended.

Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the EMPLOYER to be subject to a penalty, tax or fine, the employees covered by this Agreement will meet immediately to bargain over alternative provisions so as to comply with the Act and to avoid any penalties, taxes or fines for the EMPLOYER.

13.2 Life Insurance. The amount of life insurance per employee will be fifty thousand dollars (\$50,000).

ARTICLE XIV. UNIFORMS

14.1 The EMPLOYER shall provide each employee in the bargaining unit on or about the first payroll period in January a \$1,200.00 cash uniform allowance. Employees who have completed one continuous year of employment shall receive pro-rated uniform allowance. Employees who leave their employment with the CITY shall be responsible to return this uniform allowance on a monthly pro-rated basis. Uniforms and/or equipment provided or issued by the CITY, that are damaged in the line of duty, will be repaired and/or replaced by the EMPLOYER at no cost to the employee.

ARTICLE XV. INJURY ON DUTY

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 Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave or other accumulated paid benefits, after a five (5) working day initial waiting period per injury. The five (5) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments.

ARTICLE XVI. VACATIONS

16.1 Vacation time is earned at the following rate:

1 to 5 years- 80 hours per year or 3.08 per payroll period

5 to 10 years -	120 hours per year or 4.62 per payroll period
10 to 15 years	160 hours per year or 6.15 per payroll period
Start of 16 years -	168 hours per year or 6.46 per payroll period
Start of 17 years -	176 hours per year or 6.77 per payroll period
Start of 18 years -	184 hours per year or 7.08 per payroll period
Start of 19 years -	192 hours per year or 7.38 per payroll period
Start of 20 years -	200 hours per year or 7.69 per payroll period

16.2 Accumulation of vacation time to be as follows:

- Maximum of 160 hours 1 through 10 years of employment.
- Maximum of 200 hours 11 through 14 years of employment
- Maximum of 240 hours over 15 years of employment.

ARTICLE XVII. HOLIDAYS

- 17.1 There will be twelve (12) holidays for all employees per calendar year.
- 17.2 Employees assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day or Christmas Day, shall receive an additional one-half (1/2) hour holiday credit for each hour worked on those days. Employee to be paid for an entire shift if any portion of a shift is worked on a holiday.
- 17.3 The City will add Juneteenth to the paid holidays when it becomes a recognized holiday pursuant to Minn. Stat. Section 645.44.

If the statute recognizes Juneteenth in a year in which the holiday has already occurred, the City shall grant the Employees one additional floating holiday which must be used by the end of the year.

ARTICLE XVIII. LEAVES OF ABSENCE

Employees subpoenaed as witnesses or called and selected for Jury Duty shall receive their regular compensation and other employment benefits, less the amount received by them as Jurors or Witnesses fees.

ARTICLE XIX. SICK LEAVE AND SEVERANCE

- 19.1 Sick leave shall be earned by each regular employee at the rate of eight (8) hours per month to a maximum accumulation of one thousand two hundred (1,200) hours.
- 19.2 After five (5) years of continuous employment, an employee who is retired under the Retirement Ordinance or is laid off shall be entitled to severance pay. The amount of severance pay shall be computed at the employee's regular rate of pay at the time of severance, an amount equal to:

15% of the accumulated sick leave if the accumulated sick leave is between 0-399 hours

30% of the accumulated sick leave if the accumulated sick leave is between 400-699 hours

50% of the accumulated sick leave if the accumulated sick leave is between 700-899 hours

65% of the accumulated sick leave if the accumulated sick leave is over 900 hours.

Employees discharged for just cause or those who voluntarily terminate their employment will receive no severance pay.

ARTICLE XX. COMPENSATORY TIME

On January 1 of each year employees shall be credited with thirty-two hours (32) of compensatory time. Any time not used by December 31 shall be forfeited.

ARTICLE XXI. OVERTIME / FLEXTIME

EMPLOYEES will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift, except when, at the EMPLOYEE'S request, the EMPLOYER agrees to allow the EMPLOYEE to flex their schedule. The flex time shall be earned at one and one-half (1½) times and must be used within 60 days of its accrual by end of calendar year. The use of flex time must be approved by the EMPLOYER in advance of its use. Changes of shifts do not qualify an EMPLOYEE for overtime under this ARTICLE.

ARTICLE XXII. COURT TIME

An employee who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIII. CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIV. STANDBY PAY

EMPLOYEES required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hours' pay for each hour on standby.

ARTICLE XXV. POST LICENSE

The EMPLOYER agrees to pay P.O.S.T. licensure fees.

ARTICLE XXVI. DEFERRED COMPENSATION

The EMPLOYER agrees to match up to \$115.00 per pay period for Deferred Compensation.

ARTICLE XXVII. POST RETIREMENT HEALTH CARE

The City of North St. Paul is enrolled in a Post Retirement Health Care Savings Plan (HCSP) through which public employers and employees may save to cover post-retirement health care costs. Changes to the plans are allowed based on HCSP guidelines. Plan decisions are made outside the terms of this agreement.

ARTICLE XXVIII. WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.

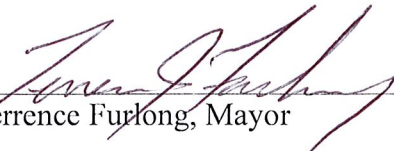
The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the 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 of the parties at the time this contract was negotiated or Executed.

ARTICLE XXIX. DURATION

The AGREEMENT shall be effective as of January 1, 2022, shall remain in full force and effect until December 31, 2024. In witness whereof, the parties hereto have executed this AGREEMENT.

The City reserves the right to add, change, modify or delete any and all proposals during the course of negotiations.

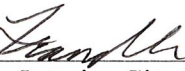
FOR THE CITY OF NORTH ST. PAUL



Terrence Furlong, Mayor

6/23/22

Signature Date



Brian Frandle, Interim City Manager


6/23/22

Signature Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Jim Roberts, LELS Business Agent

Signature Date



Joe Friedrichs, Union Steward

6/23/22

Signature Date



Ray Rozales, Union Steward

6/23/22

Signature Date

APPENDIX A CLASSIFICATION AND WAGES

Listed below are job grades for members in the unit:

Title	Job Grade
Police Sergeant	15

Wages:

Employees will be eligible to receive annual step wage adjustments, beginning with Step 1 up to Step 6. Step increases will occur on the 1st of the year. Employees hired after March 2019, will receive step increases on the anniversary of their hire date.

2022 (3% increase from 2021)

6-Step Plan						
Grade	1	2	3	4	5	6
15	\$42.41	\$44.34	\$46.36	\$48.48	\$50.69	\$53.00

2023 (3% increase from 2022)

6-Step Plan						
Grade	1	2	3	4	5	6
15	\$43.68	\$45.67	\$47.75	\$49.93	\$52.21	\$54.59

2024 (3% increase from 2023)

6-Step Plan						
Grade	1	2	3	4	5	6
15	\$44.99	\$47.04	\$49.18	\$51.43	\$53.78	\$56.23

Employee Name	Title	Initial Step
FRIEDRICHS, JOE	Police Sergeant	6
ROZALES, RAY	Police Sergeant	6
DECORY, AMBERKAE	Police Sergeant	5
BADOWICH, BEN	Police Sergeant	4

Longevity: Sergeants will be eligible for a longevity step at 10 years of Service with the City of North St. Paul Police Department, (of which at least 5 years must have been in the role of sergeant) that is 2.5% greater than the proceeding step.

Employees classified or assigned by the EMPLOYER to the following job classifications or positions will receive two hundred dollars (\$200.00.00) per month or two hundred seventy-five dollars (\$200.00) pro-rated for less than a full month in addition to the regular wage rate:

INVESTIGATOR

SHIFT DIFFERENTIAL

Shift differential pay will be paid to those employees regularly assigned to an overnight shift. That identified shift is from 6 p.m. to 6 a.m. Officers assigned or electing to work that shift will be paid one dollar (\$1.00) per hour in addition to regular wages.