

LABOR AGREEMENT

BETWEEN

THE CITY OF NORTHFIELD

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

SERGEANTS UNIT - 331

JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the Employer of Northfield, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.
- 1.2 It is the intent and purpose of this Agreement to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Relations Act.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative as certified by the State of Minnesota, Bureau of Mediation Services in BMS Case No. 06-PCE-0869 for: all licensed essential Sergeants employed by the City of Northfield Police Department, Northfield, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential 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. UNION SECURITY

In recognition of the Union as the exclusive representative the Employer will :

- 3.1 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 writing such deduction, and remit such deduction to the Union.
- 3.2 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 an action taken or not taken by the Employer under the provisions of this Article.
- 3.3 The Union may designate up to two employees from the bargaining unit to act as Union stewards. The Union will notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 3.4 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 3.5 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence without pay and with prior approval from the Employer for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Department.

- 3.6 The Employer agrees to post all promotional opportunities within the Department, to publish the method by which promotions shall be made within the Department, and to make copies of all work rules and regulations available to employees.
- 3.7 Representatives or the Business Agent or the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Department for the purpose of investigating and discussing grievances in a responsible and reasonable manner.

ARTICLE 4. PROBATIONARY PERIOD

- 4.1 Hired employees will serve a one-year probationary period.
- 4.2 A probationary employee may be terminated at the sole discretion of the Employer.
- 4.3 Promoted employees will serve a one-year probationary period. During the probationary period, a promoted employee may be returned to employee's previous position at the sole discretion of the employer.

ARTICLE 5. EMPLOYEE RIGHTS

5.1 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.

5.2 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.

5.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as provided in this Article is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative will 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. The employee and the Union representative must request 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.

5.4 GRIEVANCE PROCEDURES

Grievances, as defined by Section 5.1, must be resolved in conformance with the following procedure:

- Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Police Chief or designee 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 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in writing in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.
- Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Human Resources Manager or Human Resource Manager's designated Step 2 representative. The Employer-designated representative will 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 will be considered waived.
- Step 3. If appealed, the written grievance will be presented by the Union and discussed with the City Administrator or the City Administrator's designated Step 3 representative. The City Administrator or the City Administrator's designated representative will 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 City Administrator or the City Administrator's 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 will be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed in Step 4, may, by mutual agreement, be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days will be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator will be made in accordance with the Rules as established by the Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

5.5.1 The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement.

5.5.2 The arbitrator will 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 will be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding for both the Employer and the Union and will 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.

5.5.3 The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and Union provided that each party will 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 will be shared equally.

5.6 WAIVER OF GRIEVANCE

If a grievance is not presented within the time limits set forth above, it will be considered waived. If a grievance is not appealed to the succeeding step within the specified time limit or any agreed extension thereof, it will 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 agreement of the Employer and the Union in each step.

5.7 ELECTION OF REMEDIES

If, as a result of the written Employer response at Step 4, 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 5 of Article 5, or a procedure such as veterans' preference or human rights, if by law they can

appeal. If appealed to any procedure other than Step 5 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 5. The grieved employee must indicate in writing which procedure is to be utilized – Step 5 of Article 5 or another appeal procedure – and must sign a statement to the effect that the choice of any other hearing precludes the grieved employee from making a subsequent appeal through Step 5 of Article 5. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to *Equal Employment Opportunity Commission v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir. 1992)* or if this case is judicially or legislatively overruled, the italicized portion of this section will be deleted.

ARTICLE 6. DISCIPLINE

- 6.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
- a. verbal reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- 6.2 Suspensions, demotions and discharges will be in written form.
- 6.3 Written reprimands, notices or suspension, notices of demotion and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 6.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 6.5 Discharges will be preceded by a five (5) day suspension without pay. This section does not apply to veterans.
- 6.6 Grievances relating to this Article must be initiated by the Union at Step 3 of the grievance procedure under Article 5 of this Agreement.
- 6.7 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.

ARTICLE 7. EMPLOYER AUTHORITY

- 7.1 The Employer retains the full and unrestricted right to operate and manage all manpower, 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 an inherent managerial function not specifically limited by this Agreement.
- 7.2 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 8. SENIORITY

- 8.1 Seniority is defined as an employee's length of continuous employment with the Employer. Only permanent and continuous time will count towards seniority; seasonal, temporary, or hourly work time prior to permanent appointment will not count towards seniority. Authorized leave of absence as well as layoff because of lack of work will not be deemed as continuous employment; however, it will not result in loss of seniority. Whenever an employee is re-employed following termination of his/her employment, the seniority date will be the date of reemployment and all benefits will be based on this new seniority date.
- 8.2 Job classification seniority will be the determining criterion for layoffs. Job classification seniority will be the determining criterion for recall. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled employees will have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 9. HOURS OF WORK

- 9.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- 9.1.1 hours worked on assigned shifts;
 - 9.1.2 holidays;
 - 9.1.3 assigned training;
 - 9.1.4 authorized leave time.
- 9.2 The average work week will be forty (40) hours.
- 9.3 An employee required to appear in court during their scheduled off-duty time will receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employees' base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

- 9.4 An employee who is called to duty during their scheduled off-duty time will receive a minimum of two (2) hours pay at one and one-half (1-½) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 9.5 During their normal workday, employees will be granted two (2) fifteen (15) minute rest periods, and a thirty (30) minute lunch break during an eight (8) hour or nine (9) hour shift, and up to sixty (60) minutes for a lunch break on a shift greater than or equal to ten (10) hours. The employee will remain on continual duty during their rest periods and lunch break.
- 9.6 The rest periods and the lunch break time allowance are part of the normal annual average workweek of 40 hours.

ARTICLE 10. OVERTIME

- 10.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.
- 10.4 Employees may accumulate up to a maximum of 80 hours compensatory time in lieu of payment. Accrual of compensatory time will be at the sole discretion of the Employer. Compensatory time may only be used with the specific permission of the Employer. Accumulated compensatory time as of the second payroll of December of each year will be cashed out to the employee each year.

ARTICLE 11. HOLIDAYS

- 11.1 Employees will be paid on December 1 of each year for eleven (11) holidays totaling 88 hours. In addition, each employee will be given eight (8) hours off per year on the day of their choice, provided the Employer grants prior approval of the day selected.
- 11.2 Employees who work on the following actual holiday days will receive pay at a rate of one and one-half (1.5) times the employee's base rate of pay as specified in Article 19 for hours worked on the holiday:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	

ARTICLE 12. VACATION LEAVE

- 12.1 Employees will accrue vacation at the rate set forth in section 12.2. Vacation will be accrued on a payroll basis. Accrued vacation time may be used as it is accrued. Vacations will be taken as approved by Employer.
- 12.2 Accrual per payroll period if hours worked in the period will be as follows:

Years of eligible continuous service	Hours earned each pay period (26 pay periods)	Hours earned per year	Total days
0-4	3.40	88.40	11.00
Start of year 5-9	4.61	119.86	14.98
Start of year 10	4.92	127.92	15.99
Start of year 11	5.23	135.98	16.99
Start of year 12	5.53	143.78	17.97
Start of year 13	5.84	151.84	18.98
Start of year 14	6.15	159.90	19.98
Start of year 15	6.50	169.00	21.12

- 12.3 Should the City Council change the accrual or accumulation rate for any other group of employees (union or non-union), this Agreement will automatically incorporate the change. It is agreed that vacation benefits will not and cannot be different from any individual employee and or bargaining unit. The City Administrator position is a contract with the City Council and, therefore, exempt from this provision.
- 12.4 Employees may request in writing up to 40 hours of vacation pay in lieu of time off once per year.

ARTICLE 13. SICK LEAVE

- 13.1 Regular Sick Leave Accrual for employees hired PRIOR to January 1, 2007. Full time employees accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of two thousand (2000) hours.
- 13.2 Regular Sick Leave Accrual for new employees hired ON OR AFTER January 1, 2007. Full time employees accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of nine hundred sixty (960) hours. The sick leave accrual provisions of this section are modified by the PEBSO provisions in of this Article. This provision shall not apply to employees who are promoted from within into the position of Sergeant and were hired by the Employer prior to January 1, 2007.
- 13.3 Sick leave may be used for the care of self and family members as set forth in Minn. Stat. § 181 and Employer policy.

13.4 The employee must notify the Employer of any illness at or before their normal scheduled starting time. The employees must submit satisfactory proof of illness proof of injury by way of a Doctor's certificate if absent more than three (3) days and if requested by the Employer. Those employees who misuse sick leave may be subject to disciplinary action.

ARTICLE 14. INJURY ON DUTY

14.1 The injury-on-duty benefit is for thirty (30) working days. This benefit will be given to an individual who is injured on duty who qualifies for workers' compensation benefits. The benefit will make up the difference between the amount the worker's compensation pay and the person's salary.

When an employee is injured on duty, the employee will sign over the workers comp check to the Employer. Sick leave hours, if any, used by the employee for injury on duty will be replenished based on the difference between the employee's salary and workers' compensation check total.

ARTICLE 15. SEVERANCE PAY

15.1 Severance Benefits for employees hired PRIOR to January 1, 2007

After a minimum of five (5) years of service, severance pay will be granted to an employee who resigns or retires in good standing. The severance benefits will be comprised of accumulated sick leave (as shown below) during the Employee's tenure with the Employer.

Years of Service	Maximum Hours of Accumulated Compensable Sick Leave
5	168
6	202
7	235
8	269
9	302
10	336
11	370
12	403
13	437
14	470
15	504
16	538
17	571
18	605
19	638
20	672
21 or more	700

Severance pay will not be granted if the employee is discharged for just cause.

15.2 Severance Benefits for employees hired ON OR AFTER January 1, 2007

After a minimum of five (5) years of service, severance pay will be granted to an employee who resigns or retires in good standing. The severance benefits will be calculated to the extent of one-third of all unused sick leave at the average rate of pay of the employee's three (3) highest contract hourly wage rates during the employee's tenure with the Employer.

This provision will not apply to employees who are promoted from within into the position of sergeant and were hired by the Employer prior to January 1, 2007.

Severance pay will not be granted if the employee is discharged for just cause.

15.3 POST EMPLOYMENT HEALTH PLAN

15.3.1 Employees agree to the terms of the Post Employment Health Plan, as administered by PEBSICO, Inc.

15.3.2 Employees will be eligible for PEBSICO upon employment as a Sergeant.

15.3.3 Deferrals:

- The Employer will defer two (2) hour per month of the employee's accrued sick leave into the employee's Post Employment Health Plan account.
- After an employee has accrued eight hundred (800) hours of paid sick leave, the Employer will defer three hours per month of the employee's accrued sick leave per month into the employee's Post Employment Health Plan account.
- Upon retirement, severance pay will not be deferred to the Post Employment Health Plan.

15.3.4 If the Post Employment Health Plan is discontinued in the future, the sick leave hours deferred under this section will revert back to the employee's regular sick leave accrual.

If an employee dies while in the employment of the Employer, the severance pay he/she would have been entitled to under the above conditions shall be paid to his/her estate.

ARTICLE 16. INSURANCE BENEFITS

16.1 The Employer agrees to provide \$50,000 term life insurance with AD and D rider and Disability Insurance for each employee, at the Employer's cost.

16.2 The Employer agrees to provide Hospital and Health Insurance and Major Medical Coverage for each employee and his/her family, at the option of the employee. The Employer will pay a maximum premium of \$550 per month for the employee and his or her

dependent (s) in 2019 and 2020. The Employer will pay for ½ of the increase in premiums exceeding the \$550 per month. The employee will pay for ½ of the increase in premiums exceeding the \$550 per month. Employees working less than forty (40) hours, but more than twenty-five (25) hours per week will pay the prorated difference of the premium.

- 16.3 If the Employer grants an increase in the maximum monthly premium share exceeding the maximum share specified in this agreement to any employee or group of employees the same monthly premium share will be granted to the members of the bargaining unit covered by this contract. It is agreed that health insurance benefits will not and cannot be different from any individual Employee and or labor group. The Employer Administrator position is a contract with the Employer Council and therefore exempt from this provision.
- 16.4 The insurance rates and coverages will be subject to change annually. The Employer will meet and discuss with the Union plan design changes before implementation of the changes.
- 16.5 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 Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE 17. EMERGENCY LEAVE

- 17.1 Paid time off other than paid time off referenced elsewhere in this Agreement may be allowed by the City Administrator or designee when requested in cases of major disaster or death, but in no case longer than three (3) days (30 hours) as set forth in Minn. Stat. § 181 and Employer policy. Special time off will normally be restricted to one (1) day or portions thereof. Death other than in the employee's or spouse's immediate family will normally require use of vacation time.

ARTICLE 18. LEGAL SERVICE

- 18.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer will defend, save harmless and indemnify an Employee and/or, his/her estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of Employee's duties to the fullest extent permitted by Minnesota Law.
- 18.2 For the Provisions of this Article, the meaning of the words "malfeasance", "willful", and "wanton" shall be described in Minnesota Statutes.

ARTICLE 19. WAGES

- 19.1 In calendar year 2019, Sergeants will be paid pursuant to the terms and conditions of the Employer's Base Pay Schedule for 2019, which will include a 2.5% general wage increase to the Base Pay Schedule, effective January 1, 2019.

In calendar year 2020, Sergeants will be paid pursuant to the terms and conditions of the Employer's Base Pay Schedule for 2020, which will include a 2.5% general wage increase to the Base Pay Schedule, effective January 1, 2020.

- 19.2 Any employee assigned to be an Investigative Sergeant will receive a lump sum payment monthly of \$300 per month for each month the employee is so assigned, effective on the date this Agreement is executed.
- 19.3 Employees who are regularly scheduled to work a shift in which a majority of hours worked include the hours of 6:00 p.m. to 6:00 a.m. will receive a shift differential pay of \$50.00 per pay period for each pay period they are regularly scheduled to work such shifts. Employees substituting or filling in for absent employees will not be eligible for the shift differential pay. Shift differential pay will not be pro-rated.
- 19.4 The payments specified in 19.2 and 19.3 will not be included in calculating any other payment specified in this Agreement.

ARTICLE 20. UNIFORMS & GEAR

- 20.1 The Employer will provide one hundred percent (100%) of the Police Uniform, including firearms, leather goods, gear, supplies, shirts, pants, ties, hat, shoes and weather wear such as coats and jackets.

ARTICLE 21. JURY DUTY PROVISION

- 21.1 When an employee is required to attend court as a prospective juror, serve as a juror, or answer a summons or subpoena (witness duty), the employee will be paid his or her regular salary by the Employer. Witness duty for other than Employer related business does not qualify. Upon the completion of jury service or witness duty, the employee must provide a copy of their jury or witness monetary compensation statement, less the amount included for traveling expenses, which will be deducted from the employee's next regular paycheck.

ARTICLE 22. FAMILY AND MEDICAL LEAVE

- 22.1 Employer agrees to ensure that all employees of the bargaining unit receive all protections and benefits offered by the Federal Family and Medical Leave Act (FMLA) and the Minnesota parenting leave law (MPL).

The Employer will adopt and enforce a municipal Family and Medical Leave Policy that is in compliance with FMLA and MPL for all employees of the Employer to insure consistency and fairness in the application of the policy across all classifications of Employer employees.

The Employer will follow the guidelines of the FMLA for employees that have less than 480 hours of accrued leave. If the employee is unable to resume his/her regular assigned position, and the Employer is not able to provide the employee a comparable position within

the organization, the Employer shall pay the employee the balance of the employee's accrued paid leave, pursuant to the terms of this Agreement. The Employer will extend the FMLA guidelines for those employees with accumulated paid leave greater than 480 hours to the extent of the accrued leave, but not to exceed six (6) months. When the accrued paid leave is exhausted or the six (6) months maximum has been reached, and the employee is not able to resume his or her regular assigned position, and the Employer is not able to provide the employee a comparable position within the organization, the Employer will pay to the employee the balance of the employee's accrued paid leave, pursuant to the terms of this contract.

The Employer agrees that its municipal policy will be no more restrictive than the FMLA and MPL.

ARTICLE 23. LICENSING

- 23.1 The Employer will pay the fee for the Minnesota Board of Peace Officer Standards and Training license for each employee the Employer requires to have such license.

ARTICLE 24. SAVINGS CLAUSE

- 24.1 In the event any provision of this Agreement is 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, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision will be voided. All other provisions of this Agreement will continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 25. WAIVER


- 25.1 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.
- 25.2 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 terms and conditions 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, for the life of this Agreement, each voluntarily and unequivocally 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 26. DURATION

26.1 This Agreement will be effective January 1, 2019, and will remain in full force and effect until December 31, 2020.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures below.

FOR THE CITY OF NORTHFIELD:



Mayor

Date: 1/8/2019



City Clerk


Date: 1/8/2019

FOR LAW ENFORCEMENT LABOR SERVICES, INC.




Business Agent

Date: 12-27-2018



Union Steward

Date: 12/27/18



Union Steward

Date: 12/27/18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Northfield ("Employer") and Law Enforcement Labor Services, Inc., Local 331 (Sergeants) ("Union").

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit Employees");

WHEREAS, the Employer established a new base pay schedule, effective January 1, 2017 (Base Pay Schedule);

WHEREAS, the parties are parties to a labor agreement for January 1, 2019 through December 31, 2020 ("Labor Agreement"); and

WHEREAS, the parties desire to specify step increases in the calendar years 2019 and 2020 Base Pay Schedules (BPS) for employees employed by the Employer as of the date the Base Pay Schedule was established.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Steps in Base Pay Schedule

Section 1.3. In calendar year 2019, Bargaining Unit Employees employed as of March 3, 2017 will receive a step increase in the calendar year 2019 BPS on January 1, 2019, and in the calendar year 2020 BPS on January 1, 2020, subject to satisfactory performance.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past

practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective January 1, 2019.

Article 8. Expiration

This MOU will expire and no longer be in force or effect, effective the date that the collective agreement between Employer and Union for January 1, 2019, through December 31, 2020, is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF NORTHFIELD:

Theresa Dowell
Mayor

Date: 11/8/2019

Debra Ritter
City Clerk

Date: 11/8/2019

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

[Signature]
Business Agent

Date: 12-27-2018

[Signature]
Union Steward

Date: 12/27/18

[Signature]
Union Steward

Date: 12/27/18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Northfield ("Employer"), a municipal corporation, and Law Enforcement Labor Services, Inc., Local 331 (Sergeants) ("Union").

WHEREAS, Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit Employees");

WHEREAS, Employer and Union are parties to a labor agreement in force and effect from January 1, 2019 through December 31, 2020 ("Labor Agreement");

WHEREAS, the parties have specified new wages in the Labor Agreement for calendar years 2019 and 2020;

WHEREAS, the Employer desires to make the begin date of the new wages align with the Employer's payroll periods; and

WHEREAS, the Employer and Union desire to specify the date that new wages will begin being paid through this MOU.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. New Wages Begin Date

Wages specified in Section 19.1 of the Labor Agreement for calendar year 2019 will begin on December 30, 2018 and for calendar year 2020 on December 29, 2019.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU, except as otherwise specified in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Memorandum of Understanding between City of Northfield and Law Enforcement Labor Services, Inc., Local No. 331 (Sergeants)

Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU, contract, or law.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date


This MOU is effective the latest date affixed to the signature below.

Article 8. Expiration


This MOU will expire and no longer be in force or effect, effective the date that the Labor Agreement is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF NORTHFIELD



Mayor




City Clerk

Dated: 1/8/2019

FOR LAW ENFORCEMENT LABOR SERVICES, INC.



Business Agent



Steward



Steward

Dated: 12/27/18