LABOR AGREEMENT

BETWEEN

THE CITY OF NORTHFIELD

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

POLICE PATROL UNIT - 293

JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

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ARTICLE 1. STATEMENT OF AGREEMENT

1.1 This Agreement is entered into by and between the City 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 for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 02-PRE-234 as of November 7, 2001.

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.

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 in writing to the Police Chief or designee as designated by the Employer. The Employer-designated representative will discuss with appropriate parties 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 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 as a licensed police officer within the Employer Police Department. 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 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 normal, annual, average week of the bargaining unit will be forty (40) hours and vary from eight (8) to ten (10) hours per day, depending upon which shift the employee is working.

9.3 An employee required to <u>appear in court</u> during their scheduled off-duty time will receive a minimum of three (3) 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 three (3) hour minimum.

9.4 An employee who is <u>called to duty</u> 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 shift, and up to sixty (60) minutes for a lunch break on a ten (10) hour shift. 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 work week of forty (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 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 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 Employees <u>hired prior to January 1, 2011</u> shall 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.

Employees <u>hired after January 1, 2011</u> shall 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.

13.2 Sick Leave Use. Sick leave may be used for the care of self and family members as set forth in Minn. Stat. § 181 and Employer policy.

13.3 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 of the workers compensation pay and the person’s salary.

When an employee is injured on duty, the employee will sign over the workers compensation 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 hourly rate and worker's compensation check total.

ARTICLE 15. SEVERANCE PAY

15.1 SEVERANCE BENEFITS

Employees hired prior to January 1, 2011:

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 in chart 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

Employees hired after January 1, 2011:

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 1/3 of all unused sick leave in the employee's individual accrual bank to a maximum of 320 hours provided the employee resigns or retires in good standing.

15.2 SEVERANCE OPTIONS

The employee shall have the option to receive the severance benefits in one of the two (2) following options:

15.2.1 One cash payment upon severance;

15.2.2 Any other financial arrangement acceptable to both parties, which is allowable under Federal and State Law.

15.3 POST EMPLOYMENT HEALTH PLAN

Employees will be eligible for PEBSCO the first anniversary of employment. The City will defer one (1) hour per month of the employee's accrued sick leave into the employee's Post Employment Health Plan account. After an employee has accrued four hundred and eighty (480) hours of paid sick leave, the city will defer two (2) hours of the employee's accrued sick leave per month. After an employee has accrued eight hundred hours (800) hours of paid sick leave, the city will defer four (4) hours per month of the employee's accrued sick leave per month.

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

If this 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.

15.4 Severance pay will not be granted if discharged for just cause.

15.5 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 the employee's 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 the employee's family, at the option of the employee. The Employer will pay a maximum premium of $550 per month for the employee and the employee's 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, excluding employees or groups of employees who are designated as Grade P or higher in the Employer's employee grading system, during this agreement, the same monthly premium share will be granted to the members of the bargaining unit covered by this agreement.

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 Time off may be allowed by the City Administrator or the City Administrator's designee when requested in cases of major disaster, sickness, or death, but in no case longer than three (3) days or 30 hours. Special time off will normally be restricted to one (1) day or portions thereof. Sickness or death other than in the employee's or spouse's immediate family will normally require use of vacation time. Employees can use sick leave to care for family members as set forth in Minn. Stat. § 181 and Employer policy.

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, the employee's 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 BASE PAY SCHEDULE

In calendar year 2019, Police Officers 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, Police Officers 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 SHIFT DIFFERENTIAL PAY

Employees who are regularly scheduled to work a shift that includes the hours of 6:00 p.m. to 6:00 a.m. will receive shift differential pay of $70.00 per pay period for each pay period they are regularly scheduled to work such shifts. Patrol Officers substituting or filling in for an absent Patrol Officer will not be eligible for the shift differential pay. Shift differential pay will not be pro-rated.

19.3 FIELD TRAINING

The Employer will pay Officers assigned to perform Field Training Officer duties a wage premium of two dollars ($2.00) per hour while training.

19.4 ASSIGNMENT PAY

An employee assigned to be an Investigator, School Resource Officer, or on Drug Task Force will receive a lump sum payment of $300 per month for each month the employee is so assigned.

19.5 The payments specified in 19.2, 19.3, and 19.4 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 Act (MPLA).

The Employer will adopt and enforce a municipal Family and Medical Leave Policy that is in compliance with FMLA and MPLA for all employees of the Employer to ensure 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 the employee's 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 the employee's 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 agreement.

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

ARTICLE 23. EDUCATION INCENTIVE

23.1 This Agreement is effective January 1, 1973.

23.2 The Employer agrees to pay fifty cents ($.50) per quarter credit hour to each employee that successfully completes any duly recognized law enforcement or related course work.

23.3 The Employer further agrees to make payment on a quarterly schedule as follows: March 31, June 30, September 30 and December 31.

ARTICLE 24. LICENSING

24.1 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 25. SAVINGS CLAUSE

25.1 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 26. WAIVER

26.1 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.

26.2 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 27. DURATION

27.1 This AGREEMENT shall be effective as of January 1, 2019, and shall 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: ______________________

____
City Clerk

Date: ______________________

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

____
Business Agent

Date: 2/26/2019

____
Union Steward

Date: 2/26/2019

____
Union Steward

Date: 2/24/2019

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:

____

Mayor

Date: ______________________

____

City Clerk

Date: ______________________

FOR LAW ENFORCEMENT LABOR SERVICES, INC:

J.E. McLan [signature]

Business Agent

Date: 2/26/2019

Brian P Kramer [signature]

Union Steward

Date: 2/26/2019

Mark [signature]

Union Steward

Date: 2/24/2019

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.

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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.

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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	**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**
______________________ Mayor	J.E. McLeod Business Agent
______________________ City Clerk	Brian P. Kramer Steward
Dated: ______________	Mark [illegible] Steward
	Dated: 2/26/2019