

## **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 No. 293 (Patrol Unit) (“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 (“2017 Base Pay Schedule”);

WHEREAS, the parties are parties to a labor agreement for January 1, 2017 through December 31, 2018 (“Labor Agreement”); and

WHEREAS, the parties desire to clarify certain components of implementing the Base Pay Schedule.

NOW, THEREFORE, all parties hereto understand as follows:

### **Article 1. Steps in Base Pay Schedule**

**Section 1.1.** Bargaining Unit Employees employed as of the date the contract is executed will be paid, effective January 1, 2017, the greater of: (1) the wage at a step in the 2017 Base Pay Schedule that is closest to, but not lower than, their hourly equivalent base wage plus longevity as of December 31, 2017 if the pay plan and longevity as of the calendar day before the Labor Agreement was executed remained in place for 2017; or (2) an hourly equivalent base wage equivalent to 2% more than their hourly equivalent base wage plus longevity pay as of December 31, 2017 based on a 2,080 hour work year if the pay plan and longevity as of the calendar day before the Labor Agreement was executed remained in place for 2017.

**Section 1.2.** If a Bargaining Unit Employee whose start date of employment with the City is before January 1, 2000 is placed at a step equal to or lower than a Bargaining Unit Employee whose start date of employment with the City is on or after January 1, 2000, the employee will be placed at one step higher than the employee whose start date of employment with the City is on or after January 1, 2000.

**Section 1.3.** Bargaining Unit Employees employed as of the date the Labor Agreement is executed who are paid an hourly equivalent base wage in 2017 that is not a base wage in a step in the pay grade for their position will be placed at the step in the 2018 BPS, effective January 1, 2018, equivalent to the step in the 2017 BPS that is closest to, but not lower than, their hourly equivalent base wage in 2017.

**Section 1.4.** In calendar year 2018, employees employed as of the date the Labor Agreement is executed will receive a step increase in the 2018 BPS on January 1, 2018.

**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, 2017.

**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, 2017, through December 31, 2018, 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 Rhonda Pownell

\_\_\_\_\_  
Len McFarland – Business Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Deb Little – City Clerk

\_\_\_\_\_  
Blaine Anderson – Union Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Drew Wierson – Union Steward

Date: \_\_\_\_\_