

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") 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"); and

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 specify certain components of the Bargaining Unit Employees' post employment health plan ("PEHP") in the Labor Agreement;

WHEREAS, the Employer and Union desire to modify terms of Bargaining Unit Employees' PEHP through this MOA.

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Amendments to Labor Agreement

Section 1.1. 13.2 of the Labor Agreement is amended in its entirety to read as follows:

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. 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.

Section 1.2. 15.3 of the Labor Agreement is amended in its entirety to read as follows:

15.3 POST EMPLOYMENT HEALTH PLAN

15.3.1 Employees are eligible to participate in the Health Care Savings Plan ("HCSP") established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the Employee for the HCSP as described in this section of the agreement will be deposited into the employee's HCSP account.

15.3.2 All Employee sick leave balances will be reviewed on the second week of January each calendar year.

15.3.3 An Employee is eligible with a minimum of 120 hours of accumulated sick leave to contribute two hours of sick leave per month that the Employee accrues will be converted into cash and deposited in their HCSP.

15.3.4 For each month that the Employee has more than three hundred sixty (360) hours of accumulated sick leave, the Employer will convert three (3) hours of sick leave into cash and deposit it into their HCSP. For each month, however, that the Employee has more than four hundred eighty (480) hours of accumulated sick leave, the Employer will convert four (4) hours of sick leave into cash and deposit it into their HCSP.

15.3.5 All severance pay specified in 15.1 of this Agreement will be deposited into the Employee's HCSP.

15.3.6 Once eligible, employees will not have a waiting period if transferring to another City of Northfield HCSP.

15.3.7 Employee cannot contribute to the Plan after death.

Article 2. Entire Agreement

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA 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. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment, Modification, or Termination

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

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this Agreement 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 MOA is effective the latest date affixed to the signatures below.

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

FOR THE CITY OF NORTHFIELD

Mayor

City Clerk

Dated: _____

**FOR LAW ENFORCEMENT LABOR
SERVICES, INC.**



Business Agent



Steward



Steward

Dated: August 12, 2019