

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Princeton (“Employer”) and Law Enforcement Labor Services, Inc., Local No. 306 (“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 structure for calendar year 2023 (“Base Pay Structure”);

WHEREAS, the parties are parties to a labor agreement for January 1, 2021 through December 31, 2023 (“Labor Agreement”); and

WHEREAS, the parties desire to adopt the Employer’s Base Pay Structure as of the date of July 1, 2023 through December 31, 2023.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Adoption of Employer Base Pay Structure for 2023

Section 1.1. In calendar year 2023, employees will be paid base pay as established in employer’s base pay structure for the respective calendar year.

Section 1.2. Establish base pay based on the employer’s base pay structure.

Section 1.3. Article 14.01 of the Labor Agreement is amended to read in its entirety:

14.01 In calendar year 2023, employees will be paid base pay as established in employer’s Base Pay Structure for 2023, effective July 9, 2023.

The Employer and the Union agree that work performance varies among individual Employees, and that work performance should be considered in the establishment of salaries. It is therefore the goal of the Employer and the Union to establish a standard of performance and criteria upon which to base individual worker performance. Performance criteria will be maintained by the Employer. The Employer will give regular annual performance appraisals of each Employee.

An Employee's salary will be based on his/her performance of job responsibilities and length of service from the first twelve (12) months of employment (probation) throughout the balance of employment. Attached for reference, regarding the job classifications of Police Officer and Police Officer/K-9 Officer, are the respective steps and wages from the Employer’s Base Pay Structure.

Article 2. Entire Understanding

This MOA constitutes the entire understanding 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 understandings, 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 current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA is intended for a one-time purpose only and 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 does not waive and expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOA 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 MOA; 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 MOA 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 made this MOA on the latest date affixed to the signatures below.

FOR THE CITY OF PRINCETON:

FOR LELS, LOCAL NO. 306

Date: _____

Date: _____

Date: _____

Date: _____