

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made by and between the City of Northfield (“Employer”) and International Union of Operating Engineers, Local No. 70 (Utility 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, 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**

In calendar year 2019, Bargaining Unit Employees employed as of May 9, 2017 will receive a step increase in the 2019 Base Pay Schedule on January 1, 2019, subject to satisfactory performance. In calendar year 2020, Bargaining Unit Employees employed as of May 9, 2017 will receive a step increase in the 2020 Base Pay Schedule 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 executed this MOU on the latest date affixed to the signatures below.

**FOR THE CITY OF NORTHFIELD**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

**FOR I.U.O.E. LOCAL 70 (UTILITY)**

*Robert J. ...*  
\_\_\_\_\_  
President

*David B. Monsour*  
\_\_\_\_\_  
Business Manager

*Ch*  
\_\_\_\_\_  
Business Representative

*Linda Powers*  
\_\_\_\_\_  
Recording/Corresponding Secretary

*John J. ...*  
\_\_\_\_\_  
Union Steward

Dated: 19 JUNE 19