

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Northfield (“Employer”), a municipal corporation, and International Union of Operating Engineers, Local No. 70 (General Unit) (“Union”).

WHEREAS, Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, Bargaining Unit Employees participate in the Public Employees Insurance Program (“PEIP”) for group health coverage as determined solely by the Union under Minn. Stat. § 43A.316, subd. 5(b);

WHEREAS, all bargaining units in Employer participate in PEIP;

WHEREAS, Union desires that Bargaining Unit Employees participate in the Employer-sponsored group health plan for calendar year 2020 with a carrier other than PEIP (“Employer Health Plan”);

WHEREAS, for Bargaining Unit Employees to participate in the Employer Health Plan, the Union must withdraw Bargaining Unit Employees from participation in PEIP under Minn. Stat. § 43A.316, subd. 5(d) and (e) and all other exclusive representatives of bargaining units in Employer must withdraw from PEIP as well; and

WHEREAS, the Employer and Union desire to memorialize the requirements for Bargaining Unit Employees’ to participate in the Employer Health Plan.

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Bargaining Unit Employees’ Participation in Employer Health Plan

Bargaining Unit Employees will only be eligible to participate in Employer Health Plan in calendar year 2020 if, at a minimum, the following actions occur: (i) Union effectuates by no later than noon on Wednesday, October 9, 2019 the Bargaining Unit Employees’ withdrawal from PEIP; and (ii) all other bargaining units in Employer effectuate by no later than noon on Wednesday, October 9, 2019 all other bargaining units’ withdrawal from PEIP.

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, including, but not limited, to select or change a group health plan carrier or any other component of a group health plan, unless otherwise limited by law.

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.

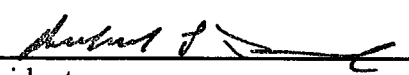
FOR THE CITY OF NORTHFIELD

Mayor

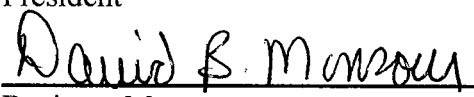
City Clerk

Dated: _____

FOR I.U.O.E. LOCAL 70 (GENERAL)



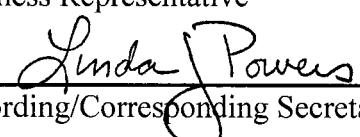
President



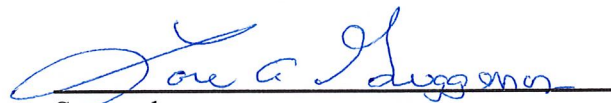
Business Manager



Business Representative



Recording/Corresponding Secretary


Steward

Steward

Dated: 10-8-19