

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 parties are parties to a labor agreement for January 1, 2019 through December 31, 2020 ("Labor Agreement"); and

WHEREAS, the Labor Agreement includes provisions related to Bargaining Unit Employees who are on call; and

WHEREAS, the parties desire to specify additional components of being on call for Bargaining Unit Employees for a limited time.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. On Call Components

In calendar year 2020 only, two Bargaining Unit Employees will be assigned on call on a weekly basis or a time period mutually agreed upon by the Employer and the Employee. Each Employee assigned to be on call in calendar year 2020 will be compensated each week for being on call at the rate of 1.5 times the base rate of pay for seven (7) hours.

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, including the right to assign Bargaining Unit Employees to be on call, 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 and Expiration Dates

This MOU is effective January 1, 2020. This MOU will expire and no longer be in force or effect, effective December 31, 2020.

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

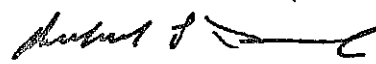
FOR THE CITY OF NORTHFIELD

Mayor

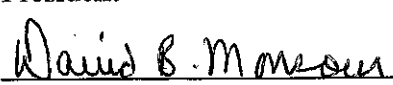
City Clerk

Dated: _____

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



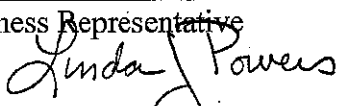
President




Business Manager



Business Representative



Recording/Corresponding Secretary



Union Steward

Dated: 19 June 19