

## **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, Union is the exclusive representative for certain employees of the Employer in the appropriate unit ("Bargaining Unit Employees");

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 have specified new wages in the Labor Agreement for calendar years 2019 and 2020;

WHEREAS, the Employer desires to make the begin date of the new wages align with the Employer's payroll periods; and

WHEREAS, the Employer and Union desire to specify the date that new wages will begin being paid through this MOU.

NOW, THEREFORE, all parties hereto understand as follows:

### **Article 1. New Wages Begin Date**

Wages specified in Section 18.1 of the Labor Agreement for calendar year 2019 will begin on December 30, 2018 and for calendar year 2020 on December 29, 2019.

### **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, except as otherwise specified 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, contract, or law.

**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 the latest date affixed to the signature below.

**Article 8. Expiration**

This MOU will expire and no longer be in force or effect, effective the date that the Labor Agreement 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**

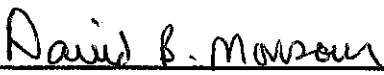
\_\_\_\_\_  
Mayor

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

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

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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Recording/Corresponding Secretary

  
\_\_\_\_\_  
Union Steward

Dated: 19 JUNE 19