

**Memorandum of Agreement  
between  
American Federation of State, County and Municipal Employees, Council No. 65  
and  
City of Marshall**

This Memorandum of Agreement, hereinafter referred as the “MOA”, is entered into by and between the American Federation of State, County and Municipal Employees, Council No. 65, hereinafter referred to as the “Union”, and the City of Marshall, Minnesota, hereinafter referred to as the “City”.

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit, hereinafter referred to as “Bargaining Unit Employees”;

WHEREAS, the Union and Employer are parties to a Labor Agreement, effective January 1, 2022 through December 31, 2024, hereinafter referred to as the Labor Agreement; and

WHEREAS, the parties hereto desire to amend Article 13 of the Labor Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

**Agreement**

**Article 1. Amended Article 13**

Article 13, clause 13.2 is amended to include the position of Technical Operator and reads as follows:

13.2 The EMPLOYER shall make stand-by assignments for qualified personnel. The positions eligible for stand-by assignments are: Wastewater Treatment Plant Operator I, Wastewater Treatment Operator II, Wastewater Treatment Senior Maintenance Operator, Wastewater Treatment Maintenance Operator, and Technical Operator.

**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 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, or past practice.

**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 shall be effective on the first business day following the latest date affixed to the signatures below.

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

City of Marshall

American Federation of State, County, and  
Municipal Employees, Council No. 65

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

*Eric Austin*  
\_\_\_\_\_  
Business Agent

1.9.2023  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*Carey Sumner*  
\_\_\_\_\_  
Union President

1/9/23  
\_\_\_\_\_  
Date