

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“MOA”) is made by and between the City of Princeton (“Employer”) and American Federation of State, County and Municipal Employees, Council No. 65 (“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 new base pay schedules for calendar year 2023 (“Base Pay Schedule(s)”);

WHEREAS, the parties are parties to a labor agreement for January 1, 2021 through December 31, 2023 (“Labor Agreement”); and

WHEREAS, the parties desire to specify step placement for certain employees in the 2023 Base Pay Schedule and step increase dates for curtailed employees in the Base Pay Schedules for employees employed by the Employer as of the date of July 1, 2023 through December 31, 2023.

NOW, THEREFORE, all parties hereto understand as follows:

### **Article 1. Steps in Base Pay Schedules**

**Section 1.1.** In calendar years 2023, employees will be paid base pay as established in employer’s base pay schedule for the respective calendar year.

**Section 1.2** Establish base pay based on employer’s base pay schedule.

Employees shall move through the steps on an annual basis on the employee’s anniversary date based on satisfactory performance as solely determined by the EMPLOYER.

Me Too Clause: Should the city grant any Cost of Living wage adjustments to any other bargaining unit; it is agreed that the wages of the AFSCME Union employees shall be increased by the same percentage.

### **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 3. Waiver of Bargaining**

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOA.

**Article 4. Limitations**

This MOA is intended for the sole and limited purpose specified herein. This MOA is intended for a one-time purpose only and 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 does not waive and expressly reserves the right to exercise all of its management rights without limitation.

**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 is effective the latest date affixed to the signatures below.

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

FOR THE CITY OF PRINCETON:

FOR AFSCME, COUNCIL NO. 65


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\_\_\_\_\_

Date: \_\_\_\_\_

Date: 6-29-2023

\_\_\_\_\_



Date: \_\_\_\_\_

Date: 6.29.23

