

MEMORANDUM OF UNDERSTANDING

RE: Clarification of CBA's Exhibit "E" entitled Compression of Wages" as it affects new 2014 Hires.

It is AGREED and UNDERSTOOD that this Memorandum of Understanding ("MOU") between the Town of Windsor ("Town") and the members Teamsters Local Union No. 317 ("Union") modifies the existing Collective Bargaining Agreement ("CBA"); but only as to the specific term herein addressed and no other terms or conditions are affected.

1. History: Exhibit "E" to the existing CBA is silent as to compression of wages for new hires in 2014. Otherwise the CBA and Exhibit "E" correctly address the compression of wage for other covered employees. To be equitable, a new hire in 2014 would need an additional \$.08 in 2015 and \$.08 in 2016.
2. Modification: Exhibit "E" shall be modified to include a \$.08 compression of wages in 2015 and a \$.08 compression of wages in 2016 for the member of the eligible class. This compression of wages for the eligible class shall be retroactive to January 1, 2015.

- a. Eligible Class. New hires in 2014, include only the following:

Michael Kithcart; and

3. Miscellaneous:

- a. Modification of CBA. This MOU does not modify or affect any term of the CBA, other than what has specifically been addressed herein.
- b. Legislative Approval. This MOU is subject to legislative approval by the Town Board.
- c. No Third Party Benefits. This MOU is not intended to, nor does it create any third party benefits or rights or claims or interests.
- d. Expiration. It is understood and agreed that this MOU shall run until expiring by operation of the MOU, with no further action necessary by either party at the expiration of any CBA. The CBA, and thus this MOU, expires pursuant to its own terms, without further obligation to either party.
- e. Non precedent setting. This MOA is not precedent setting and its existence shall not be used for purpose of contending that the Town has established past practice. It is expressly understood that the Town has no further responsibility to extend the terms past the expiration date of the CBA.
- f. Savings Clause. If any clause, sentence, paragraph, section or part of this MOU shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

FOR THE UNION:

Name:

Title:

Date:

FOR THE TOWN:

Name:

Title:

Date: