

LABOR AGREEMENT
BETWEEN
THE CITY OF MOORHEAD
AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, A.F.L. - C.I.O. COUNCIL NO. 65, LOCAL UNION NO. 1450
CLERICAL, TECHNICAL, BUILDING MAINTENANCE,
AND PUBLIC WORKS EMPLOYEES

(January 1, 2021 through December 31, 2021)

Expiration Date:
December 31, 2021

Table of Contents

ARTICLE 1.	Purpose of Agreement	1
ARTICLE 2.	Recognition	1
ARTICLE 3.	Definitions	1
ARTICLE 4.	Union Security	2
ARTICLE 5.	Employer Security	3
ARTICLE 6.	Employer Authority.....	3
ARTICLE 7.	Employee Rights - Grievance Procedure	3
ARTICLE 8.	Savings Clause	6
ARTICLE 9.	Work Schedules.....	6
ARTICLE 10.	Overtime Pay	7
ARTICLE 11.	Call Back/On-Call.....	7
ARTICLE 12.	Right of Subcontract	8
ARTICLE 13.	Discipline	8
ARTICLE 14.	Seniority.....	8
ARTICLE 15.	Reduction of Work Force	10
ARTICLE 16.	Probationary Periods	10
ARTICLE 17.	Employee Safety.....	11
ARTICLE 18.	Job Postings - Promotions	11
ARTICLE 19.	Time Off for Union Activity	12
ARTICLE 20.	Bulletin Boards - Union Access	12
ARTICLE 21.	Insurance	13
ARTICLE 22.	Holidays	13
ARTICLE 23.	Vacations	14
ARTICLE 24.	Sick Leave	14
ARTICLE 25.	Funeral Leave	15
ARTICLE 26.	Longevity Benefits.....	15
ARTICLE 27.	Family Medical, Child Bearing, Child Care and/or Adoption Leaves:	16
ARTICLE 28.	Other Leaves of Absence.....	16
ARTICLE 29.	Part Time Employees.....	16
ARTICLE 30.	Temporary/Seasonal Employees	17
ARTICLE 31.	Uniforms and Equipment.....	18
ARTICLE 32.	Legal Defense.....	18
ARTICLE 33.	Base Pay Structure	18
ARTICLE 34.	Waiver	18
ARTICLE 35.	Term of Agreement.....	188

LABOR AGREEMENT
BETWEEN
THE CITY OF MOORHEAD
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
A.F.L. - C.I.O., COUNCIL NO. 65, LOCAL UNION NO. 1450

ARTICLE 1. Purpose of Agreement

This agreement is entered into between the City of Moorhead, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., Council No. 65, Local Union No. 1450 hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2. Recognition

- 2.1 The employer recognizes the Union as the exclusive representative for all employees of the City of Moorhead, Moorhead, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subdivision 14, excluding all elected officials, supervisory and confidential employees, and further excluding all employees included in recognized, certified bargaining units in the Police and Fire Departments.
- 2.2 Job classifications recognized under this agreement are listed in APPENDIX A. This list is not to be construed to be an all-inclusive list of job classifications and may be added to or deleted from by the Employer, after meet and confer with the Union.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. Definitions

- 3.1 UNION: The American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., Council No. 65, Local Union No. 1450

- 3.2 EMPLOYER: City of Moorhead.
- 3.3 UNION MEMBER: A member of the American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., Council No. 65, Local Union 1450.
- 3.4 UNION OFFICER: Officer elected or appointed by the American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., Council No. 65, Local Union 1450.
- 3.5 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.6 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.7 EMPLOYEE SENIORITY: Length of continuous service with the Employer.
- 3.8 JOB CLASSIFICATION SENIORITY: Length of service within a job classification.
- 3.9 SEVERANCE PAY: Payment made to an employee upon retirement or death.
- 3.10 OVERTIME: Work performed at the express authorization of the Employer will be compensated at one and one half (1 1/2) times the employee's hourly rate for all hours worked in excess of forty (40) hours in a workweek.
- 3.11 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.12 DUTY ASSIGNMENTS: Duty assignments will be defined as the type or nature of work assigned to an employee by the Employer.
- 3.13 PUBLIC WORKS/WASTEWATER: For the purpose of this agreement, Public Works and Wastewater shall be defined as all work divisions of the Public Works Department including Streets, Sanitation, Fleet Maintenance, Sign Maintenance, Forestry, Park Maintenance, and Golf Maintenance; and the following job classifications in the Wastewater Division of the Engineering Department: Maintenance Mechanic and Process Instrumentation Technician.

ARTICLE 4. Union Security

In recognition of the Union as the exclusive representative:

- 4.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues.

- 4.2 The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of names from whom such deductions were made.
- 4.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE 5. Employer Security

- 5.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer, except as provided by law.

ARTICLE 6. Employer Authority

- 6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7. Employee Rights - Grievance Procedure

7.1 Definition of Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

7.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during

normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the grievance must be in writing and shall be presented by the designated Union grievance representative(s) and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the grievance must be in writing and shall be presented by the designated Union grievance representative(s) and discussed with the Employer designated Step 3 representative will give an answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. This appeal may be presented via E-mail or regular postal mail. Any grievance not appealed in writing

to Step 4 by the Union within ten (10) calendar days shall be considered waived.

- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

During the time between the appeal to Step 4 and the date set for arbitration, either party may submit the grievance to mediation through the Bureau of Mediation Services for attempt at resolution.

7.5 Arbitrator’s Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator’s decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator’s interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witness. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance

to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

7.7 Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed required probationary period, the grievance may be appealed either to Step 4 of article 7 or another procedure such as Veteran's Preference. or Department of Human Rights. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of article 7. The aggrieved employee shall indicate in writing, which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure and shall sign a statement to the effect, that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8. Savings Clause

8.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. The voided provision may be renegotiated at the request of either party. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 9. Work Schedules

9.1 The sole authority in the establishment of work shifts and work schedules is the Employer. The typical workweek shall be forty (40) hours Monday through Friday.

9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the typical workday, Monday through Friday. The Employer will give one (1) week's advance notice to adjust an employee's established workday, (unless the employee and supervisor mutually agree). This includes the adjustment of work schedules to include Saturday and/or Sunday work hours in lieu of the established work schedule.

9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than their regularly scheduled work shift; however, each employee has an obligation to work

overtime or call backs if requested unless unusual circumstances prevent the employee from working.

- 9.4 Employees reporting for work as scheduled by the Employer, without notification not to report as scheduled, shall receive a minimum of four (4) hours pay whether or not the employee works as assigned.
- 9.5 The position of Part-Time Office Specialist/Power Typist may be scheduled to work on Saturday and/or Sunday. This schedule will not require Sunday hours to be paid at two (2) times the employee's regular base pay rate.
- 9.6 Nothing contained in this or any other Article shall interpret to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 10. Overtime Pay

- 10.1 Overtime will be distributed as equally as practicable within job classifications.
- 10.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.3 Overtime refused by employees will, for record purposes under Section 10.1, be considered as unpaid overtime worked.
- 10.4 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate. Should the employee request to work the required overtime on a Sunday instead of a Saturday, as scheduled, and the supervisor approves, the employee agrees to waive the double-time pay as stated in Section 10.6.
- 10.5 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 10.6 Employees shall receive a minimum of two (2) hours pay at two (2) times the employee's hourly rate of pay for Sunday work, except for employees employed in job classifications regularly scheduled to work on Sundays. The employer will meet and discuss with the union any intended change in a regular schedule of a job classification to include Sunday at least 21 calendar days in advance of such schedule change.

ARTICLE 11. Call Back/On-Call

- 11.1 An employee called to duty at a time other than his/her normal scheduled work shift will be compensated for a minimum of three (3) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension of, or early report to, a scheduled work shift does not qualify for the three (3) hours minimum.

- 11.2 Employees who are on an established on-call schedule shall receive four (4) hours time off with pay after being on-call for a full week. Accrued on-call time off hours must be taken on or before May 31 of the following calendar year or the hours will be forfeited. All terminating employees shall be paid any accumulated on-call time off hours.

ARTICLE 12. Right of Subcontract

- 12.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.
- 12.2 In the event the employer elects to contract out bargaining unit work that will result in the displacement of bargaining unit employees, the employer shall provide at least ten (10) days written notice to the Union and provide the Union the opportunity to meet and confer regarding the impact of such contracting out on displaced employees.

ARTICLE 13. Discipline

- 13.1 The employer will discipline an employee only for just cause. Discipline will be in one of the following forms but not necessarily in sequential order, based upon just cause, severity of incident in question, and employment history.

Discipline will be in the form of:

- a) Documented oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion;
 - e) Discharge.
- 13.2 Suspension, demotions and discharges will be in written form.
- 13.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union Representative, read, and acknowledged by signature of the Employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 13.4 Employees may examine their own individual personnel files at a reasonable time under the direct supervision of the Employer.

ARTICLE 14. Seniority

- 14.1 Employee seniority shall be determined by length of continuous service with the employer in a position identified in Article 2.1 and 2.2 of this agreement.

14.2 Position Criteria:

- A. Job Descriptions: All employees shall have a job description. Each job description shall contain the following components:
1. Position Title
 2. Department
 3. Accountable To
 4. Essential Functions and Responsibilities
 5. Other Responsibilities
 6. Desired Minimum Qualifications
 - a. Education and Experience
 - b. Necessary Knowledge, Skills, and Abilities
 7. Specific Requirements (i.e. typical hours scheduled; work week)
 8. Physical Requirements and Work Environment
- B. Job Qualifications: Qualifications specified in job descriptions are defined to mean entry-level qualifications. Such qualifications shall be relevant to the stated essential functions and responsibilities as well as other responsibilities (secondary duties), and State licensure requirements, if applicable. Qualifications shall be determined by objective criteria and capable of being validated by training, experience and/or licensure.
- C. Probationary Period: Probationary period pursuant to Article 16 of this Agreement is defined as follows: The probationary period will provide the employee with the opportunity to demonstrate job qualifications and essential functions as specified by job description. If, during the probationary period, the opportunity to demonstrate any qualification or essential function was not provided, the supervisor will document it and that qualification or duty will not serve as basis for probationary evaluation.
- D. Evaluation: The Union and the Employer encourage periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall aid the employee in resolving the problem.
1. The supervisor will evaluate non-Probationary employees at least once during each year.
 2. Employees serving a probationary period as defined in Article's 14.2.C. and 16.1 shall receive from their supervisor a written performance evaluation no later than ten (10) working days following the completion of each three months of the probationary period as defined in Article's

14.2.C and 16.1. Employees serving a “trial period” as a result of promotion will be evaluated during the trial period.

3. Evaluations shall be specific to qualifications and duties as defined by the job description.

14.3 Employees shall lose seniority for voluntary resignation, retirement or discharge for cause.

14.4 Employees shall lose job classification seniority for voluntary resignation, retirement, discharge for cause, or demotion for cause.

14.5 An employee’s seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoff.

14.6 Job classification seniority may be considered in shift changes, but the Employer retains the full and unrestricted right to establish shifts and work schedules.

14.7 Seniority for part-time employees will be prorated according to hours worked.

ARTICLE 15. Reduction of Work Force

15.1 Employees will be reduced on the basis of job classification seniority. Employees will be recalled within job classification on the basis of job classification seniority. An employee on layoff shall have an opportunity to return to work within the job classification from which the employee was reduced or laid off for up to two (2) years from the time of layoff before any new employee is hired or promoted. An employee on layoff must keep their current address on file with the City Human Resource Department. Any employee on layoff, who is notified at the employee’s last known address by certified mail to return to work, and failed to return within seven (7) work days, shall be considered to be a voluntary termination.

ARTICLE 16. Probationary Periods

16.1 All newly hired or rehired employees will serve a probationary period of one (1) year. At any time during the probationary period, a newly hired or rehired, employee may be terminated at the sole discretion of the Employer. A probationary employee serving an original one (1) year probationary period as described in this Article shall have no right to use the grievance procedure in the event of discharge or demotion.

16.2 All promoted, reassigned and transferred employees shall serve six (6) month trial period. During the trial period a promoted, reassigned or transferred employee may be returned to the employee’s previous position at the sole discretion of the Employer.

ARTICLE 17. Employee Safety

- 17.1 The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 17.2 The Union and the Employer agree to an on-going employee safety committee with labor and management serving on this committee.
- 17.3 Pursuant to the City of Moorhead Safety Handbook, employees will be assigned personal protective equipment and apparel, which will be required to be used/worn during working hours. Employees will keep personal protective equipment and apparel in good working and sanitary condition. Employees will return any worn or defective personal protective equipment and/or apparel to their supervisor.
- 17.4 Employees who fail to comply with the safety requirements for their jobs as outlined in the City of Moorhead Safety Handbook will be subject to disciplinary action.
- 17.5 The City will pay the cost of required personal protective equipment and apparel.
- 17.6 The City will not be responsible for lost or misused apparel.

ARTICLE 18. Job Postings - Promotions

- 18.1 All vacancies for job classifications listed in Article 2 of this Agreement shall be posted after the Employer determines that a vacancy exists. Employees shall have five (5) working days beginning at 12:00 NOON on DAY 1 of the posting through 12:00 NOON on DAY 5 of the posting period to complete the application process for such vacancies.
- 18.2 All internal postings will be transmitted to all posting areas via computer and the date and time of posting as well as closing date will be stated on each posting.
- 18.3 Temporary Filling of Vacancies: An employee temporarily assigned to fill a vacancy shall be paid the rate applicable to the vacant job position. An employee assuming all or part of another employee's job duties due to an employee's sickness, vacation or other leaves will not receive a change in pay rate.
- 18.4 Those employees working for more than sixty seven (67) work days in a calendar year and who are members of the bargaining unit will be permitted to apply during the internal posting period outlined in Section 16.2 above, providing they meet the qualifications, take the required tests, if any, and receive a passing score for the full-time position being posted.

- 18.5 The Employer has the right of decision in the selection of employees to fill posted jobs based on seniority, qualifications, abilities and experience. The employer shall determine whether an employee is qualified for the position applied for, subject to employee appeal through the grievance procedure.
- 18.6 The Employer and the Union agree that permanent job vacancies above the entry level within the designated bargaining unit shall be filled based upon promotion from within the bargaining unit provided the applicant:
- A. Has the necessary job relevant qualification to meet the standards of the job vacancy.
 - B. Has the ability to perform the duties and responsibilities of the job vacancy, and,
 - C. Successfully completes the promotional trial period.
- 18.7 Work out of Class Pay – Supervisory: A 5% differential pay of an employee’s hourly salary shall be paid when an employee is filling in for a supervisor for 24- hours per pay period. This pay is to be retroactive to the first hour once the 24- hour minimum time period is met.
- 18.8 Off Season Pay – Parks: Mid-November through Mid-March, those employees assigned to Street Maintenance Department as Truck Drivers will continue to be paid in accordance with the Park Maintenance wage schedule.

ARTICLE 19. Time Off for Union Activity

- 19.1 Any employee elected by the Union to represent such Union at International, State or District meetings, and which requires his or her absence from duty, may be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer, provided such absence does not interfere with the services of the particular department.

ARTICLE 20. Bulletin Boards - Union Access

- 20.1 The Union shall be permitted the use of bulletin boards located on the premises of the Employer for the posting of matters of interest to its members. Representatives of the American Federation of State, County, and Municipal Employees shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which he or she is concerned, provided permission is requested from the Department Director.

ARTICLE 21. Insurance

- 21.1 Employees agree to accept the same employer contribution for health insurance per employee per month as is established for the Professional, Supervisory and Management employees in the City of Moorhead.
- 21.2 The Employer will provide and pay for a Term Life Insurance policy in the amount of \$15,000.00 for each regular employee under this Agreement. In addition, each Employee shall have the option, at the Employee's expense, to buy additional life insurance with evidence of insurability. The option to purchase additional life insurance after initial employment can be done at any time with evidence of insurability.

ARTICLE 22. Holidays

- 22.1 All employees will receive ten (10) holidays each year as follows: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Christmas Eve Day (not Operations and Waste Water employees as defined in Article 3, Section 3.13); and Christmas Day. Employees will receive eight (8) hours pay at their regular pay rate for each holiday, which falls on a scheduled workday.
- 22.2 When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a recognized holiday. When a recognized holidays falls on Sunday, the following Monday shall be observed as a recognized holiday.

The following applies to all clerical and technical employees. When Christmas Eve Day is on a Friday, then the following Monday shall be observed as the Christmas Day holiday. When Christmas Eve Day is on a Saturday, the preceding Friday shall be observed as the Christmas Eve Day holiday and the following Monday shall be observed as the Christmas Day holiday. When Christmas Eve Day is on Sunday, the preceding Friday shall be observed as the Christmas Eve Day holiday and the following Monday shall be observed as the Christmas Day holiday.

- 22.3 Employees who are required to work on any of the above named holidays, shall be paid double (2x) time rates for their work that day in addition to their regular holiday pay.
- 22.4 When a paid holiday falls during an employee's approved vacation leave, or while an employee is on approved sick leave, he or she receives an additional day of paid vacation or sick leave provided the holiday falls on a day he or she would normally have been scheduled to work.
- 22.5 In lieu of Christmas Eve Day holiday, all Public Works and Wastewater employees defined in Article 3, Section 3.13 shall be granted 8 floating holiday hours which must be taken on or before January 31 of the following calendar year

or the hours will be forfeited. At least one (1) week notice must be given to the employee's immediate supervisor before the floating holiday hours can be used.

The following applies to all Public Works and Wastewater employees. Christmas Eve Day is a normal work day. When Christmas Eve Day is on a Saturday, the preceding Friday shall be observed as the Christmas Eve Day holiday and is a normal work day. When Christmas Day is on a Saturday, the preceding Friday shall be observed as the Christmas Day holiday. When Christmas Day is on a Sunday, the following Monday shall be observed as the Christmas Day holiday.

ARTICLE 23. Vacations

23.1 All terminating employees shall be paid accumulated vacation computed to the nearest 1/100 hour. Maximum accumulation of vacation shall be 240 hours. All employees shall take a minimum of forty (40) hours during each calendar year. All vacations must be scheduled and approved by the Employer.

23.2 Sickness or accident not covered by benefits of the Worker's Compensation Act may be covered by accrued vacation leave.

23.3 Employees shall earn vacation at the following rate:

Zero through 5 Years	80 hours of vacation each calendar year.
In the 6th Year	88 hours of vacation.
In the 7th Year	96 hours of vacation.
In the 8th Year	104 hours of vacation.
In the 9th Year	112 hours of vacation.
In the 10th Year	120 hours of vacation.
In the 11th Year	128 hours of vacation.
In the 13th Year	136 hours of vacation.
In the 16th Year	144 hours of vacation.
In the 17th Year	152 hours of vacation.
In the 18th Year	160 hours of vacation.
In the 19th Year	168 hours of vacation.
In the 20th Year	176 hours of vacation.
In the 22nd Year	184 hours of vacation.
In the 23rd Year	192 hours of vacation.
In the 24th Year	200 hours of vacation.
In the 25th Year	208 hours of vacation.

ARTICLE 24. Sick Leave

24.1 Employees shall accumulate sick leave from their first day of employment on the basis of eight (8) hours of leave for each month of service, with a maximum allowable accumulation of nine hundred sixty (960) hours. When this total accumulation has been accrued, each hour earned thereafter, but still

maintaining the nine hundred sixty (960) hours total, shall be divided, with one-half (1/2) accrual put into a deferred sick leave bank, to be used only after the nine hundred sixty (960) hours of regular sick leave have been depleted, and the other one-half (1/2) hour to be used as additional vacation in the following year.

- 24.2 Employees entitled to the benefits of the Worker's Compensation Act, as a result of injury or sickness caused on the job, shall have their monthly benefits paid by Worker's Compensation, supplemented by the City, with total monthly pay not to exceed the employee's normal pay. The employee shall be charged with sick leave for that portion paid by the City only.
- 24.3 Upon death or retirement from employment, one-half of the unused portion of sick leave, excluding the deferred sick leave bank, shall be paid at their normal rate of pay to the employee or be paid to the employee's estate. Retirement is defined as terminating employment with the City and meet the age and service requirements on the date of termination to receive retirement benefits from Social Security and/or Public Employee Retirement Association.
- 24.4 An employee who has exhausted all accumulated sick leave may, be granted a leave of absence without pay not to exceed two (2) years without loss of seniority. At each six (6) month period, the City shall review the specific case to determine whether the leave shall be continued for the total two (2) years. A doctor's report will be required during each six (6) month period.

ARTICLE 25. Funeral Leave

- 25.1 An employee shall be allowed up to five (5) working days with pay, not to be deducted from sick leave, and up to five (5) additional days to be charged to sick leave, in the event of the death of a parent, step-parent, sibling, spouse, child, step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, member of household.
- 25.2 Two (2) working days with pay, not to be deducted from sick leave, and up to five (5) additional days to be charged to sick leave, in the event of the death of a brother-in-law, sister-in-law, aunt or uncle.
- 25.3 An employee shall be allowed one (1) day of sick leave in the event of the death of a first cousin, niece, or nephew.

ARTICLE 26. Longevity Benefits

- 26.1 No employee hired after December 31, 1976 shall be eligible to receive longevity benefits.
- 26.2 Employees hired prior to January 1, 1977, will receive longevity benefits based on the following schedule:

4% of base salary to employees after 20 years of continuous full-time service.

- 26.3 The longevity benefits shall be payable in a lump sum separate check as part of the second payroll period in December each year.
- 26.4 This benefit shall not be paid to any person not employed by the City of Moorhead on the date on which the benefit is paid, unless the person terminated employment during the year due to retirement, death, or disability, in which case a pro-rata benefit shall be paid.

ARTICLE 27. Family Medical, Child Bearing, Child Care and/or Adoption Leaves:

- 27.1 An employee may request an unpaid leave of absence of up to twelve (12) work weeks during any twelve (12) month period due to birth, adoption or foster care for a child, the employee's own serious health condition or the serious health condition of a spouse, child or parent leave. An employee making request for an unpaid leave shall follow the requirements as stipulated in the Family Medical Leave Act and City of Moorhead Policy No. –7.20 Family and Medical Leave. The employee shall use all accrued sick leave as stipulated in the Family Medical Leave Act before requesting unpaid leave. The granting of such leave shall be in accordance with the provisions of the Family Medical Leave Act (August 5, 1993).

ARTICLE 28. Other Leaves of Absence

- 28.1 Any employee shall be granted a leave of absence with pay for service on a jury. Such employee shall receive his or her regular pay and the compensation he or she receives as a juror. If excused, he or she should immediately return to work for the balance of the day.
- 28.2 Personal Leave: Effective upon ratification, after three (3) years of service, two weeks (80 hours) unpaid personal leave would be available on an annual basis subject to Supervisor approval.

ARTICLE 29. Part Time Employees

- 29.1 Employees scheduled to work less than full-time but more than 32 hours per week shall be eligible for health and life insurance benefits on a pro-rated basis.
- 29.2 Permanent part-time employees shall be eligible for holiday pay; sick leave and vacation pay on a prorated basis of their hours to two thousand eighty (2080) hours.

ARTICLE 30. Temporary/Seasonal Employees

- 30.1 Temporary/Seasonal employees shall be defined as those employees with job titles not listed in Article 2.1 and noted as temporary and/or seasonal as part of the job title.
- 30.2 Temporary/Seasonal employees will be placed on a separate seniority list and still earn seniority credit as follows:
 1. The length of continuous service shall determine Temporary/Seasonal seniority with the employer.
 2. Length of continuous service shall be determined by using regular hours worked and calculated as 173 regular hours worked equals one (1) month seniority.
- 30.3 Temporary/Seasonal employees will be compensated for hours worked only.
- 30.4 Temporary/Seasonal employees will not be eligible for Call Back as stated in Article 11.
- 30.5 Overtime will be compensated at one and one half (1 1/2) times the employee's hourly rate for all hours worked in excess of forty (40) hours in a workweek.
- 30.6 The employer will compensate temporary/seasonal employees at no less than the minimum hourly wage and has the authority to establish a higher hourly wage based upon job duties, skills and experience.
- 30.7 Temporary/Seasonal employees are excluded from all contract provisions except those specifically stated in this Article.
- 30.8 Temporary/Seasonal employees shall have the right to utilize the Grievance Procedure (Article 7) for those items covered in this Article with the exception of Subdivision 6 of this Article.
- 30.9 No amount of Temporary/Seasonal seniority shall supersede any amount of full-time seniority, for the purpose of filling of vacancies, or in case of layoff and/or recall. Further, it is understood by the parties that none of the accrued seniority (as stipulated in Section 32.2) shall carry over and accrue for those employees that may apply for, and be hired into a full time position with the Employer.

ARTICLE 31. Uniforms and Equipment

31.1 Uniforms will be furnished as required by the City.

31.2 Employer will provide tools as necessary at its discretion to mechanics.

ARTICLE 32. Legal Defense

32.1 The City of Moorhead will provide a legal defense for City employees who are acting within the scope of their employment while on duty and to the degree allowed by state statutes.

ARTICLE 33. Base Pay Structure

33.1 In calendar year 2021, employees will be paid a base pay as established in the City's base pay structure for calendar year 2021.

ARTICLE 34. Waiver

34.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

34.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 35. Term of Agreement

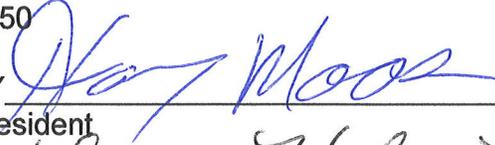
35.1 This Agreement shall be in full force and effective from January 1, 2021 until December 31, 2021, (and from year thereafter unless either party hereto shall give notice at least sixty (60) days prior to the expiration date of a desire to terminate or amend said Agreement.

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

FOR THE CITY OF MOORHEAD

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-
CIO, COUNCIL NO. 65, LOCAL UNION No.
1450

BY 
Mayor

BY 
President

BY 
City Manager

BY 
Secretary/Treasurer

DATE 4/29/21

BY 
Business Agent, AFSCME

DATE April 29, 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Moorhead, Minnesota (“Employer”), a municipal corporation, and AFSCME, Council No. 65 (“Union”).

WHEREAS, AFSCME, Council No. 65 (“Union”) is the exclusive representative for certain City of Moorhead employees (“Bargaining Unit Employee(s)”)

WHEREAS, Employer and Union are parties to a labor agreement in force and effect from January 1, 2021 through December 31, 2021 (“Labor Agreement”);

WHEREAS, the parties desire to clarify certain components of base pay for Bargaining Unit Employees.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Base Pay Schedule

Section 1.1. The Base Pay Schedule for 2021 will include a 2.25% increase.

Section 1.2 As established in the Employer’s Base Pay Schedules, Bargaining Unit Employees’ base wages will be as follows:

2021	1	2	3	4	5	6	7	8	9	10	11
POLICE TRANSCRIPTIONIST	\$33,438.05	\$34,885.44	\$36,332.83	\$37,780.22	\$39,227.61	\$40,675.00	\$42,122.39	\$43,569.78	\$45,017.17	\$46,464.56	\$47,768.64
CUSTODIAN	\$34,792.29	\$36,298.30	\$37,804.31	\$39,310.32	\$40,816.33	\$42,322.34	\$43,828.35	\$45,334.36	\$46,840.37	\$48,346.38	\$49,703.28
FORESTRY LABORER OFFICE SPECIALIST	\$36,201.38	\$37,768.38	\$39,335.38	\$40,902.38	\$42,469.38	\$44,036.39	\$45,603.39	\$47,170.39	\$48,737.39	\$50,304.39	\$51,716.25
COMMUNITY SERVICE OFFICER RECORDS SPECIALIST	\$39,193.07	\$40,889.57	\$42,586.07	\$44,282.56	\$45,979.06	\$47,675.57	\$49,372.07	\$51,068.57	\$52,765.07	\$54,461.57	\$55,990.10

2021											
	1	2	3	4	5	6	7	8	9	10	11
COMPOST ATTENDANT/TRUCK DRIVER	\$40,780.39	\$42,545.59	\$44,310.80	\$46,076.01	\$47,841.22	\$49,606.42	\$51,371.64	\$53,136.84	\$54,902.05	\$56,667.26	\$58,257.69
SANITATION TRUCK DRIVER											
STREETS TRUCK DRIVER											
TRUCK DRIVER/MOWER OPERATOR											
FORESTRY MAINTENANCE TECHNICIAN	\$42,431.99	\$44,268.69	\$46,105.39	\$47,942.09	\$49,778.79	\$51,615.49	\$53,452.19	\$55,288.89	\$57,125.58	\$58,962.29	\$60,617.13
GOLF COURSE TECHNICIAN											
PARK TECHNICIAN											
PROGRAM ASSISTANT											
SOLID WASTE EQUIPMENT OPERATOR											
TRANSFER STATION OPERATOR											
ACCOUNTING TECHNICIAN	\$44,150.49	\$46,061.57	\$47,972.66	\$49,883.75	\$51,794.83	\$53,705.91	\$55,617.00	\$57,528.09	\$59,439.17	\$61,350.26	\$63,072.13
HEAVY EQUIPMENT OPERATOR											
TECHNICAL OFFICE SPECIALIST											
ARBORIST	\$45,938.58	\$47,927.07	\$49,915.55	\$51,904.03	\$53,892.52	\$55,881.01	\$57,869.49	\$59,857.97	\$61,846.45	\$63,834.94	\$65,626.54
GOLF COURSE MECHANIC											
MAINTENANCE MECHANIC											
SIGN MAINTENANCE OPERATOR											

2021											
	1	2	3	4	5	6	7	8	9	10	11
SPECIAL ASSESSMENT SPECIALIST	\$45,938.58	\$47,927.07	\$49,915.55	\$51,904.03	\$53,892.52	\$55,881.01	\$57,869.49	\$59,857.97	\$61,846.45	\$63,834.94	\$65,626.54
FACILITY OPERATOR	\$47,799.09	\$49,868.11	\$51,937.13	\$54,006.15	\$56,075.17	\$58,144.19	\$60,213.20	\$62,282.22	\$64,351.24	\$66,420.26	\$68,284.42
FLEET MAINTENANCE MECHANIC											
PROCESS INSTRUMENTATION TECHNICIAN											
CODE COMPLIANCE TECHNICIAN	\$49,734.96	\$51,887.77	\$54,040.59	\$56,193.40	\$58,346.21	\$60,499.02	\$62,651.85	\$64,804.66	\$66,957.47	\$69,110.28	\$71,049.95
FORESTRY CREW CHIEF	\$51,749.23	\$53,989.23	\$56,229.23	\$58,469.23	\$60,709.23	\$62,949.24	\$65,189.24	\$67,429.24	\$69,669.24	\$71,909.25	\$73,927.47
PARK MAINTENANCE CREW CHIEF											
STREETS CREW CHIEF											
BUILDING INSPECTOR	\$53,845.07	\$56,175.79	\$58,506.52	\$60,837.24	\$63,167.96	\$65,498.68	\$67,829.41	\$70,160.13	\$72,490.85	\$74,821.57	\$76,921.53
ENGINEERING TECHNICIAN											
GIS TECHNICIAN	\$56,025.80	\$58,450.92	\$60,876.03	\$63,301.14	\$65,726.26	\$68,151.38	\$70,576.50	\$73,001.61	\$75,426.73	\$77,851.84	\$80,036.85
ASSISTANT BUILDING OFFICIAL	\$60,655.78	\$63,281.31	\$65,906.84	\$68,532.37	\$71,157.90	\$73,783.43	\$76,408.96	\$79,034.49	\$81,660.01	\$84,285.54	\$86,651.12
TRAFFIC ENGINEERING TECHNICIAN											

Section 1.3. Bargaining Unit Employees as of December 31, 2017 employed in the same job classification as of December 31, 2020 will receive a step increase in 2021 only on the employee's anniversary date of hire.

Section 1.4. In 2021 only, any Bargaining Unit Employee hired between January 1, 2012 and December 31, 2012 will receive a step increase on their ongoing wage anniversary.

Section 1.5. In 2021 only, any Bargaining Unit Employee hired between January 1, 2013 and December 31, 2013 will receive a step increase only on the employee's anniversary date of hire or July 1, whichever is sooner.

Section 1.6. In 2021 only, any Bargaining Unit Employee hired between January 1, 2014 and December 31, 2014 will receive a step increase on their ongoing wage anniversary.

Section 1.5. In 2021 only, any Bargaining Unit Employee promoted between January 1, 2014 and December 31, 2020 will receive a step increase on the employee's date of promotion into their new classification.

Article 3. 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 4. 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 5. 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.

Article 6. 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 7. 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 8. Effective Date

This MOU is effective January 1, 2021.

Article 9. 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, which will be when a successor labor agreement is executed between the parties.

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

FOR THE CITY OF MOORHEAD

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL NO. 65, LOCAL UNION NO. 1450

BY [Signature]
Mayor

BY [Signature]
President

BY [Signature]
City Manager

BY [Signature]
Secretary/Treasurer

DATE 4/29/21

BY [Signature]
Business Agent, AFSCME

DATE April 23, 2021

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MOOREHAD

and

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(AFSCME), COUNCIL NO. 65, LOCAL UNION NO. 1450

Minnesota Statute 352.98 authorizes the Minnesota State Retirement System (MSRS) to establish and administer a Post Retirement Health Care Savings Plan (PRHCSP), through which public employers and employees may save to cover Post Retirement health care costs. Participation is mandatory for all members of each employee group who vote to participate in the plan.

AFSCME – Local 1450

Upon retirement – 100% of Vacation and Sick Leave Exit Pay will be contributed to the Post Retirement Health Care Savings Plan.

IN WITNESSES WHEREOF, the parties here to have executed the Agreement on the 2 day of April 2013.

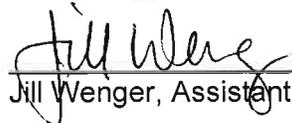
FOR THE CITY OF MOORHEAD:



Mark Voxland, Mayor



Michael Redlinger, City Manager

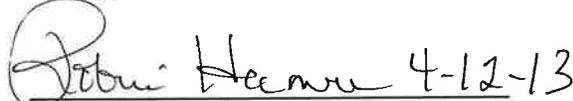


Jill Wenger, Assistant City Manager

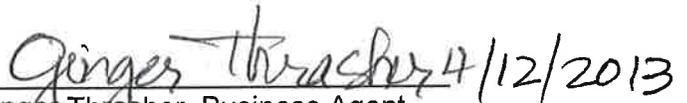
FOR AFSCME, LOCAL 1450:

 4-12-13

Heather Weber, President

 4-12-13

Robin Hamre, Secretary/Treasurer

 4/12/2013

Ginger Thrasher, Business Agent
AFSCME