

1/1/2021 – 12/31/2021

LABOR AGREEMENT  
BETWEEN  
THE CITY OF MOORHEAD  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL 375  
POLICE SERGEANTS AND POLICE LIEUTENANTS

Expiration Date:  
December 31, 2021

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LABOR AGREEMENT  
BETWEEN  
THE CITY OF MOORHEAD AND  
LAW ENFORCEMENT LABOR SERVICES INC.  
POLICE SERGEANTS AND POLICE LIEUTENANTS

ARTICLE 1. PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into between the City of Moorhead, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. hereinafter called the Union. It is the intent and purpose of this Agreement 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' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative of:  
  
All Sergeants and Lieutenants employed by the City of Moorhead Police Department, Moorhead, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding the Chief, Deputy Chief, Office Manager and confidential employees.
- 2.2 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 Moorhead Police Supervisors Association.
- 3.2 UNION MEMBER: A member of the Moorhead Police Supervisors Association.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Moorhead Police Department.
- 3.5 EMPLOYER: The City of Moorhead.
- 3.6 CHIEF: The Chief of the City of Moorhead Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Moorhead Police Supervisors Association.
- 3.8 DUTY ASSIGNMENT: Duty Assignments are defined as the type or nature of work assigned to a Sergeant or Lieutenant by the Chief or chief's designee.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.

#### ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 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.
- 4.2 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 5. UNION SECURITY

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate Employees from the Bargaining Unit to act as Stewards and shall inform the Employer in writing of such choices and changes in the position of Stewards.
- 5.3 The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

##### 6.1 Definition of a 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.

##### 6.2 Union Representative

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 as provided by 5.2 of this Agreement.

##### 6.3 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 a Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that 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.

### Procedure

Grievances, as defined by Section 6.1, shall be resolved solely in conformance with the following procedures:

#### 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, 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 written grievance 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 written 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

(City Manager or his/her designee). The Employer designated Representative shall give the Union the Employer's 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. 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 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 and amendments thereto. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 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 decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever occurs 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 expressed 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 witnesses. 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.

6.6 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 written agreement of the Employer and the Union in each step.

#### ARTICLE 7. SAVINGS CLAUSE

- 7.1 This Agreement is subject to the laws of the United States, and the State of Minnesota. 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

#### ARTICLE 8. SENIORITY

- 8.1 Seniority shall be determined by the Employee's length of continuous service with the Police Department. Seniority within the Department shall commence on the date on which a member is sworn into service. In the event more than one member is sworn in on the same date, seniority shall be determined by the final score on the entrance examinations. Seniority rosters may be made by the Chief on the basis of time and grade and time within specific classifications.
- 8.2 The probationary period for Employees shall be six (6) months of continuous employment after date of hire or promotion. During the probationary period, a newly hired or rehired Employee may be demoted at the sole discretion of the Employer.
- 8.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired, except that, any Employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.
- 8.4 Service in classification is determined by the date of promotion to Sergeant or Lieutenant. If more than one member is promoted on the same day, seniority shall be determined by the final score on the promotion examination.
- 8.5 The Chief shall post a seniority list not later than May 1 of each year.

#### ARTICLE 9. DISCIPLINE

- 9.1 The Employer will discipline Employees for just cause only. 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.
- a) Documented oral reprimand;

- b) Written reprimand;
- c) Suspension;
- d) Demotion; or
- e) Discharge.

- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 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. Employees and the Union will receive a copy of such reprimands and/or notices. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.4 Employees will not be questioned concerning an investigation of disciplinary action involving suspension, demotion, or discharge unless the Employer has first advised the Employee of his/her right to have a Union Representative present at such questioning.

#### ARTICLE 10. CONSTITUTIONAL PROTECTION

- 10.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

#### ARTICLE 11. WORK SCHEDULE

- 11.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each Employee through:
- a) Scheduled hours of work
  - b) Paid leave time
  - c) Roll Call
  - d) Training
  - e) Special Assignments
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.
- 11.3 The averaged scheduled work week shall consist of approximately forty (40) hours. The Chief shall establish the scheduled shifts.
- 11.4 It is understood by the parties that Management reserves the right to change the work shifts of Police Sergeants and Police Lieutenants in order to insure adequate supervision of Patrol Officers and complete work assignments within the 2,080 hour work year.

#### ARTICLE 12. CALL BACK

- 12.1 A Police Lieutenant who is called to duty during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the

Employee's regular base pay rate or compensatory time of 4.5 hours subject to Article 22.4. An extension or early report to a regularly scheduled shift does not qualify the Employee for the three (3) hour minimum.

- 12.2 A Police Sergeant who is called back to duty during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the Employee's regular base pay rate or compensatory time of 4.5 hours subject to Article 22.4. An extension or early report to a regularly scheduled shift does not qualify the Employee for the three (3) hour minimum.

#### ARTICLE 13. COURT TIME

- 13.1 A Police Lieutenant required to appear in Court during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the Employee for the three (3) hour minimum.
- 13.2 A Police Sergeant required to appear in Court during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 1/2 ) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the Employee for the three (3) hour minimum.
- 13.3 Court time will be paid if the employee is not notified by the close of business the day prior that court has been cancelled.

#### ARTICLE 14. VACATIONS

- 14.1 Employees shall earn vacation at the following rate:

Zero through 5 Years	80 hours of vacation each calendar
year In the 6th Year	96 hours of vacation
In the 7th Year	104 hours of vacation
In the 8th Year	112 hours of vacation
In the 9th Year	120 hours of vacation
In the 10th-15th Year	128 hours of vacation
In the 16th Year	136 hours of vacation
In the 17th Year	144 hours of vacation
In the 18th Year	152 hours of vacation
In the 19th Year	160 hours of vacation
In the 20th Year	168 hours of vacation
In the 21st 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

- 14.2 Vacation schedules are approved by department directors or division supervisors. Vacation may be granted to new employees during their probationary period at the discretion of their supervisor.

14.3 No employee is allowed to accumulate more than 280 hours of vacation. Whenever an employee accumulates more than 280 hours, each hour so accumulated will be placed in the Deferred Sick Leave Bank.

14.4 Extra Vacation

Extra vacation hours can be earned when the maximum accumulation of 960 hours of sick leave has been reached. When the maximum is reached and maintained, each additional hour of sick leave earned is split in half, with one-half (1/2) to be accumulated for use as extra vacation during the next calendar year.

14.5 Vacation Due Upon Termination

Upon leaving employment with the City, employees are paid accumulated vacation based on their hourly wage at the time of termination.

14.6 Experience Credit

Employees are given experience credit toward "years of service" based on the following criteria:

1. Education (maximum of 5 years):

- a. 2-Year Degree = 2 years of service
- b. Bachelors Degree = 4 years of service
- c. Masters Degree = 1 additional year of service

2. Prior Experience in Same Field:

Employees with prior experience in the same field receive one-half (1/2) year credit for each one (1) year of such experience. This means "exactly the same job" at some other agency. Credit of 3/8 year for each year of actual service in a "very closely" related prior position will be granted.

3. Prior Experience in a Related Field

Employees with prior experience in a related field receive one-fourth (1/4) year credit for each one (1) year of such experience. This means very similar work. Certain active duty military experience may be counted here. No credit is granted for National Guard or Reserve Time.

4. Prior Uninterrupted Service with The City of Moorhead in any full-time permanent position is given one (1) year credit for each year of service.

5. Total years of credit under Items 1, 2, and 3 cannot exceed ten (10) years.

Credit toward "years of service" is to be determined by the Human Resource Director. If agreement cannot be reached between the employee and the Human Resource Director, the department director will make the final determination.

No credit is given for more than one type of experience in a given year. For example, if an individual was in college, earning four (4) year's credit for a degree, no credit is given for after school or summer jobs in a related field during that same period of time. For the same reason, National Guard experience is not given credit.

- 14.7 At the Employee's option, the Employee may sell back to the Employer a maximum of two (2) unused vacation days at the Employee's straight time rate of compensation. This sell-back option will be available to affected employees on or about December 1 of each year or when the Employee reaches or exceeds 270 accrued vacation hours, whichever is earlier. The Employee must maintain a minimum vacation balance of forty (40) hours after the vacation sell-back.

#### ARTICLE 15. HOLIDAYS

- 15.1 On January 1 of each calendar year, employees shall receive the hours in a holiday bank equivalent to the product of ten times the employee's regularly scheduled shift length. Holiday bank time may be used for paid time off. The employee's supervisor must approve all requests to use hours in this holiday bank as paid time off. If an employee requests paid time off on the actual holiday day recognized by the Employer, they must use holiday bank time to the extent the employee has such time in his or her bank. Hours equal to the product of two times the employee's regularly scheduled shift length remaining in an employee's holiday bank time as of December 1 of the calendar year may be cashed out. Hours in a holiday bank for an employee that separates from employment will be cashed out on a prorated basis based on the calendar month in which he or she separates from employment.
- 15.2 Each employee shall be compensated at the rate of; (i) one and one-half (1 1/2) times their normal rate of pay for all hours of work performed on the actual day of the holiday recognized holiday by the employer; or (ii) two times their normal rate of pay for all hours of work performed on a recognized holiday in which they were not scheduled to work in addition to receiving an additional day off with pay as per the mutual agreement between the parties.
- 15.3 Employees will receive ten (10) holidays each calendar year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

#### ARTICLE 16. INSURANCE

- 16.1 The members of this bargaining unit 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.



16.2 The Employer will provide and pay for a Term Life Insurance Policy, including accidental death and dismemberment, in the amount of \$30,000.00 for each regular Employee covered by this Agreement. In addition, Employees shall have the option, at their own expense, to buy additional insurance, in \$5,000.00 units with evidence of insurability. The option to purchase additional life insurance can be done at any time with evidence of insurability additional life insurance.

16.3 False Arrest Insurance

The Employer agrees to provide at no cost to the Employee, a false arrest insurance policy, which will indemnify the Employee for any loss the Employee might sustain as a result of a false arrest litigation brought against the Employee in the performance of duties.

16.4 The Employer and Union will meet and negotiate while this contract is still in force and effect any component of group health insurance specifically addressed in this Agreement or otherwise requiring meeting and negotiation and negotiating if changing, establishing or eliminating such component is necessary to comply with the law or the effects of such law on the component are substantial as determined by either party.

ARTICLE 17. UNIFORMS AND EQUIPMENT

17.1 The Employer will provide all Employees with equipment and clothing articles required by the Employer to be used and/or worn in the course of their employment.

17.2 Employees permanently assigned to plain clothes duty will receive the following annual allowance for clothing, prorated by the number of months so assigned.

<u>Year</u>	<u>Annual Allowance</u>
2021	\$575.00

17.3 Vouchers for clothing purchased under this section shall be submitted by Employees to the Chief for approval and payment.

ARTICLE 18. SICK LEAVE

18.1 Employees accumulate sick leave from their first day of employment at a rate of eight (8) hours for each month worked with a maximum allowable accumulation of 960 hours. When this total accumulation has been accrued, each hour earned thereafter, but still maintaining the nine hundred sixty (960) hours total, is divided, with one-half (1/2) hour put into a deferred sick leave bank, to be used only after the 960 hours of regular sick leave have been depleted, and the other one-half (1/2) hour to be taken as additional vacation the following year.

18.2 Employees entitled to the benefits of the Workers' Compensation Act, as a result of injury or sickness caused on the job, shall have their monthly benefits paid by Workers' Compensation, supplemented by the Employer, 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 Employer only.



## ARTICLE 19. INJURY ON DUTY

- 19.1 In the event that an Employee is injured and permanently or temporarily disabled while in the line of duty, the Employee shall be charged with sick leave for the first five (5) working days, pro-rated with Workers' Compensation, so the Employee will receive a full week's earnings. Thereafter, the Employee shall receive normal compensation for a maximum of one (1) year. Any Workers' Compensation benefits paid to the Employee shall be subtracted from normal compensation in determining the amount of compensation to be paid by the City, with the exception of permanent partial or permanent total disability awards from Workers' Compensation.

## ARTICLE 20. FUNERAL LEAVE

- 20.1 An Employee shall be allowed up to five (5) working days with pay, not to be deducted from sick leave, additional days shall be allowed and charged to sick leave, for a death in the immediate family. Immediate family is defined in the City of Moorhead Policy 7.30 – Funeral Leave revised October 1, 2010. (Attached Appendix A).
- 20.2 One day of sick leave shall be allowed for the death of any other blood relative defined in the City of Moorhead Policy – 7.30 – Funeral Leave revised October 1, 2010. (Attached Appendix A).

## ARTICLE 21. EXIT PAY

### 21.1 Upon Death or Retirement

Upon death or retirement from employment, one-half (1/2) of the unused portion of sick leave, excluding the deferred bank, shall be granted as severance pay to the employee or be paid to the employee's estate. Retirement is defined as terminating employment with the City and meeting the age and service requirements on the date of termination to be eligible to receive retirement benefits from Public Employees Retirement Association.

- 21.2 Exit pay equal to one-third (1/3) of the hours of regular sick leave accumulated at the employee's date of termination is paid at the employee's last rate of pay when he or she terminated employment in good standing with at least twenty (20) years

## ARTICLE 22. OVERTIME

- 22.1 Police Lieutenants will be compensated at one (1 ½) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift.
- 22.2 Police Sergeants will be compensated at one and one-half (1 ½ ) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift as described in ARTICLE XI of this Agreement.
- 22.3 It is the intent of the parties to this Agreement that the OVERTIME provisions of the Fair Labor Standards Act (FLSA) apply; and the parties acknowledge that this

department is a 207K Department for purposes of the FLSA; and that any employee exceeding the FLSA standards for their scheduled work shift shall be compensated for overtime hours at a rate of one and one-half (1 ½) times the Employee's regular base pay rate.

- 22.4 Employees may elect to receive compensatory time off in lieu of pay for call back time (Article 12). Employees may earn and use in a calendar year and accrue a combined total at any time of up to one hundred and twenty (120) hours of compensatory time. Any compensatory time accumulated as of the date after the last date of the last full pay period in a calendar year will be cashed out on the payroll covering such pay period. All compensatory time must be scheduled and approved by the employer. All terminating Employees shall be paid accumulated compensatory time.

#### ARTICLE 23. MEDICAL EXAMINATIONS

- 23.1 City of Moorhead Policy 4.40 - Medical Examinations (Police), effective amended April 1, 2009, shall be incorporated into this Agreement. It is understood and agreed that this program is offered as a voluntary program to Employees covered under this agreement. It is further understood and agreed that Employees electing to participate in this program will abide by the conditions of this program as outlined in Policy 4.40.

#### ARTICLE 24. PHYSICAL FITNESS

- 24.1 City of Moorhead Policy 4.45 - Physical Fitness (Police), effective amended April 1, 2009, shall be incorporated into this Agreement. It is understood and agreed that this program is offered as a voluntary program to Employees covered under this agreement. It is further understood and agreed that Employees electing to participate in this program will abide by the conditions of this program as outlined in Policy 4.45.

#### ARTICLE 25. WAGES

- 25.1 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 26. WAIVER

- 26.1 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.

#### ARTICLE 27. DURATION

- 27.1 This Agreement shall be effective as of January 1, 2021, and shall remain in full force and effect until December 31, 2021.

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

LAW ENFORCEMENT LABOR SERVICES,  
INC.

BY *Michael M. Sotby*  
Co-President

BY *[Signature]*  
Co-President

BY *Asa Robert*  
Business Agent

DATE *1/6/2021*

CITY OF MOORHEAD

BY *[Signature]*  
Mayor

BY *[Signature]*  
City Manager

DATE *1/13/21*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Moorhead, Minnesota (“Employer”), a municipal corporation, and Law Enforcement Labor Services, Inc. (Sergeants and Lieutenants) (“Union”).

WHEREAS, Union is the exclusive representative for an appropriate unit (“Bargaining Unit”) of certain employees of the Employer in the job classifications of Sergeant and Lieutenant (“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 wage will be as follows:

2021											
Step	1	2	3	4	5	6	7	8	9	10	11
Sergeant	\$68,327.96	\$71,285.58	\$74,243.20	\$77,200.83	\$80,158.46	\$83,116.08	\$86,073.70	\$89,031.32	\$91,988.96	\$94,946.58	\$97,611.37
Lieutenant	\$80,087.89	\$83,554.54	\$87,021.20	\$90,487.87	\$93,954.53	\$97,421.18	\$100,887.85	104,354.51	\$107,821.17	\$111,287.83	\$114,411.26

**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 or July 1, whichever is sooner. The Employer may, at its discretion, modify any step increase to address any concerns related to such steps relative to other employees in the same position. The Employer shall notify the Union of any such modification. The Employer will not modify any step increase date to be later than the date established in the first sentence of this section.

**Section 1.4** In 2021 only, any Bargaining Unit Employee in the job classification of Sergeant whose anniversary date of hire is 1995 or earlier will maintain the same step date in 2021 as 2020.

**Section 1.5** Any Bargaining Unit Employee promoted to the position of Sergeant or Lieutenant on or after January 1, 2018 will be placed on the step that is the step closest to, but not less than, their base wage as of the date they begin employment in that job classification plus one (1) step in the base pay schedule specified in Section 1.2 of this MOU. Upon successful completion of the six (6) month probationary period, employees will receive one (1) additional step in the wage schedule. The ongoing wage anniversary date for these employees will be the first day after they successfully complete their probationary period, except that the ongoing wage anniversary date for such employees that were promoted to the position of Sergeant or Lieutenant from January 1, 2018 through June 30, 2018 will be March 1. The Employer may, at its discretion, modify the placement step, and additional step, and anniversary date solely for step purposes specified in this section of employees promoted to position of Sergeant to address any concerns related to such steps relative to other employees in the position of Sergeant. The Employer shall notify the Union of any such modification. The Employer will not modify the placement step, additional step, or anniversary date for any employee to be at a lower step or later step date that as established in the first sentence of this section.

**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. New Labor Agreement**

The parties will meet and negotiate for a labor agreement subsequent to the 2021 Labor Agreement. This MOU does not nullify the parties' legal obligation to meet and negotiate for such subsequent agreement.

**Article 5. 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 6. 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 7. 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 8. 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 9. Effective Date**

This MOU is effective January 1, 2021.


**Article 10. 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 WHEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

LAW ENFORCEMENT LABOR SERVICES, INC.

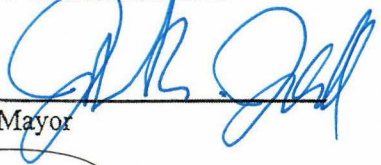
BY   
Co-President

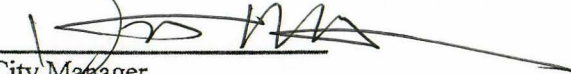
BY   
Co-President

BY   
Business Agent

DATE 1/6/2021

CITY OF MOORHEAD

BY   
Mayor

BY   
City Manager

DATE 1/13/21



## Minnesota Post Employment Health Care Savings Plan

Memorandum of Understanding between the City of Moorhead and LELS Local Union 375 – Police Sergeants and Police Lieutenants relating to the Post Retirement Health Care Savings Plan contributions.


LELS Local 375 employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes Chapter 352.98 and as outlined in the Minnesota State retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's Post Retirement Health Care Savings Plan account.

The arrangement outlined below shall remain in force for the duration of this agreement only and shall come into effect immediately upon approval. This letter does not indicate that negotiations have taken place relative to the collective bargaining contract currently in force.

Hired before 01-01-1995	\$100.00 per pay period and upon Retirement 100% of Sick and Vacation Leave Exit Pay will be contributed to HCSP.
Hired after 01-01-1995	\$50.00 per pay period and upon Retirement 100% of Sick and Vacation Leave Exit Pay will be contributed to HCSP.

IN WITNESS WHEREOF, the parties here to have executed this Agreement on the 11th day of August 2014.

FOR THE CITY OF MOORHEAD:

  
\_\_\_\_\_  
Del Rae Williams, Mayor

  
\_\_\_\_\_  
Michael Redlinger, City Manager

  
\_\_\_\_\_  
Jill Wenger, Human Resources Director

FOR LELS LOCAL 375:

  
  
\_\_\_\_\_

Deric Swenson, Co-President  
Robert Matheson, Co-President

  
  
\_\_\_\_\_  
Mike Detloff, Negotiator  
Scott Kostohryz, Negotiator



**APPENDIX A**

**CITY OF MOORHEAD**

**POLICIES AND PROCEDURES**

**TITLE:** Funeral Leave (Bereavement)  
**DATE:** June 18, 1990

**SECTION:** 7.30  
**PAGE:** 1 of 2

**I. POLICY**

The City of Moorhead provides funeral leave for regular employees upon the death of family members and relatives. The amount of funeral leave is governed by labor agreements for employees represented by a bargaining unit.

**II. DEFINITIONS**

The following definitions have been adopted for the purpose of this policy:

- Parent:** Employee's mother/father at time of birth or adoption.
- Sibling:** Child of the employee's parents.
- Spouse:** Current wife/husband.
- Child:** Legal child of employee or spouse.
- Father-in-law/Mother-in-Law:** Parents of spouse.
- Son-in-Law/Daughter-in-Law:** Spouse of employee's child.
- Grandparents:** Parents of employee's parents.
- Grandchild:** Child of employee's child.
- Member of household:** Relative of employee or resident that has lived in the same household with employee for one year or more.
- Brother-in-Law/Sister-in-Law:** Spouse of employee's sibling
- Aunt/Uncle:** Sibling of employee's parent.
- First Cousin:** Child of employee's aunt/uncle.
- Niece/Nephew:** Child of employee's sibling.

**III. NON-REPRESENTED AND UNION REPRESENTED EMPLOYEES**

Up to five working days with pay, not charged to sick leave or vacation, and up to five additional days to be charged to sick leave are allowed for the death of the following immediate family members:

- |                     |                            |
|---------------------|----------------------------|
| <b>Parents</b>      | <b>Mother-in-Law</b>       |
| <b>Sibling</b>      | <b>Father-in-Law</b>       |
| <b>Spouse</b>       |                            |
| <b>Child</b>        | <b>Member of Household</b> |
| <b>Grandchild</b>   | <b>Son-in-Law</b>          |
| <b>Grandparents</b> | <b>Daughter-in-Law</b>     |

**CITY OF MOORHEAD**

**POLICIES AND PROCEDURES**

**TITLE:** Funeral Leave (Bereavement)

**SECTION:** 7.30

**DATE:** June 18, 1990

**PAGE:** 2 of 2

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One working day with pay, not charged to sick leave or vacation, and up to five additional days to be charged to sick leave are allowed for the death of the following relatives:

***Brother-in-Law***

***Sister-in-Law***

One day of sick leave is allowed for the death of the following relatives:

***Aunt***

***First Cousin***

***Uncle***

***Niece/Nephew***

Additional time off for the death of these family members or relatives may be granted by supervisors and charged to vacation.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOA”) is made by and between City of Moorhead, Minnesota (“Employer”) and Law Enforcement Labor Services, Inc. (Sergeants and Lieutenants) (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in an appropriate unit (“Bargaining Unit Employees”);

WHEREAS, City has a Tuition Reimbursement Policy; and

WHEREAS, the parties desire to memorialize certain related items; and

NOW, THEREFORE, all parties hereto agree as follows:

### **Article 1. Tuition Reimbursement**

**Section 1.1.** In calendar year 2021, Bargaining Unit Employees may be eligible to receive tuition reimbursement as established in City’s Tuition Reimbursement Policy.

**Section 1.2.** For calendar year 2021, the Employer: (i) will consider any request by a Bargaining Unit Employee to submit a request for reimbursement under the Tuition Reimbursement Policy on a date different than the dates specified in the policy to submit such a request; and (ii) may, at its discretion, modify such date.

**Section 1.3.** The parties will meet and discuss any potential modifications of the applicability of the Tuition Reimbursement Policy to Bargaining Unit Employees during calendar year 2021 upon request by the other party.

### **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. New Labor Agreement**

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**Article 5. Waiver of Bargaining**

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**Article 9. Effective Date**

This MOU is effective January 1, 2021.


**Article 10. 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 made this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF MOORHEAD

BY   
Mayor

BY   
City Manager

DATE 1/13/21

LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #69)

BY   
Steward

BY   
Steward

BY   
Business Agent

DATE 1-6-2021