

01-01-2022 through 12-31-2024

LABOR AGREEMENT

BETWEEN

THE CITY OF MOORHEAD

AND

MOORHEAD BATTALION CHIEFS (S)
International Association of Firefighters
LOCAL 1323

Expiration Date:
December 31, 2024

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LABOR AGREEMENT BETWEEN
THE CITY OF MOORHEAD
AND
MOORHEAD BATTALION CHIEFS IAFF Local 1323 (S)
January 1, 2022 through December 31, 2024

Article I. Purpose of Agreement

This Agreement is entered into as of the 1st day of January, 2018, between the City of Moorhead, hereinafter called the Employer, and Moorhead Battalion Chiefs Local 1323 (S), hereinafter called the Union. It is the intent and purpose of this Agreement to:

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

Article II. Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative under the Minnesota Public Employee Labor Relations Act of 1971 and amendments thereto. The following job classifications will be covered under this Agreement:

Battalion Chief

- A. If the job classifications described above are modified as a result of any appeals process, the job classifications above will be deemed modified as established in the appeals process.
- 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 III. Definitions

- 3.1 UNION: Moorhead Battalion Chiefs, Local 1323 (S).
- 3.2 UNION MEMBER: A member of Moorhead Battalion Chiefs, Local 1323 (S).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Moorhead.
- 3.5 DEPARTMENT: The Moorhead Fire Department.

- 3.6 CHIEF: The Chief of the City of Moorhead Fire Department.
- 3.7 UNION OFFICER: Officer elected by Moorhead Fire Fighters and/or Battalion Chiefs, Local 1323.
- 3.8 OVERTIME: Work performed at the direction of the Employer in excess of the employee's scheduled shift.
- 3.9 DUTY ASSIGNMENT: Duty assignments are defined as the type or nature of work assigned to a Fire Marshal/Battalion Chief, Training Officer/Battalion Chief, or Shift Commander/Battalion Chief or Chief's designee.
- 3.10 CALL-BACK: The calling of off duty personnel to respond to an emergency call to backfill the stations or respond to the scene.

Article IV. Employer Security

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.

Article V. Employer Authority

- 5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, 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; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 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 VI. Union Security

- 6.1 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.
- 6.2 The Union may designate employees from the Bargaining Unit to act as Union representative and shall inform the Employer in writing of such choices and changes in the position of Union representative.
- 6.3 The Employer shall make space available on the employees' bulletin board for the posting of Union notice(s) and announcement(s).

- 6.4 Employees elected to Union Office shall be granted one shift to attend Union activities held quarterly, without loss of pay. No more than one employee-union officer shall be granted said one shift per quarter for Union activities.
- 6.5 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 VII. Employee Rights - Grievance Procedure

7.1 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.

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 as provided by Section 6.2 of this Agreement.

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 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.

7.4 Procedure:

Grievances, as defined by Section 7.1, shall be resolved solely 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, 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 Union 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 shall be presented by the Union and discussed with the Employer designated Step 3 representative. 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 3A. If the grievance remains unresolved at Step 3, either party may submit the grievance to mediation with the State of Minnesota, Bureau of Mediation Services, within 10 calendar days after the Employer designated Step 3 representative's answer in Step 3. Submitting the grievance to mediation preserves and tolls the timelines to Step 4 of the grievance procedure.

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.

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 decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be 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 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 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 any 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 VIII. Savings Clause

- 8.1 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 IX. Seniority

- 9.1 Seniority shall be determined by the Employee's length of continuous service with the Fire Department. Seniority within the Department shall commence on the date on which an employee is hired. In the event more than one employee is hired on the same date, seniority shall be determined by the final score on the entrance examinations.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or

reassigned employee may be placed back into his previous position.

- 9.3 A reduction of work force will be accomplished on the basis of seniority. The reduction would begin with the member with least seniority and continue to progress in order 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 years of the time of his or 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 on the first work day two weeks after date of notice shall be considered to have voluntarily terminated employment with the Employer promoted on the same day, seniority shall be determined by the final score on the promotion examination.
- 9.5 Length of service on any shift or any duty assignment shall not be considered for the purpose of seniority. No employee is entitled, as a matter of right, to any duty assignment solely because of seniority. Seniority may be considered by a superior officer in making duty assignments, but no superior officer is required to give consideration to seniority.
- 9.6 The selection of vacation days or days off shall be determined by seniority.

Article X. Discipline

- 10.1 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.

Discipline will be in the form of:

- a) Documented oral reprimand;
- b) Written reprimand;
- c) Suspension;
- d) Demotion; or
- e) Discharge

- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspensions, 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.
- 10.4 Employees will not be questioned concerning an investigation of disciplinary action involving suspension, demotion, or discharge unless the employee has been given an opportunity to have a Union representative present at such questioning.

Article XI. Constitutional Protection

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

Article XII. Overtime and Call-Back Time

12.1 Call-back overtime for employees assigned to 56-hour work weeks shall be paid at two and one tenth (2.1) times the normal hourly rate with a minimum payment for call-back of two (2) hours pay.

Call-back overtime for employees assigned to 40-hour work weeks shall be paid at one and one-half (1 1/2) times the normal hourly rate with a minimum payment for call-back of two (2) hours pay.

12.2 Overtime for employees assigned to 56-hour work weeks shall be paid at two and one tenth (2.1) times the normal hourly rate for the following assignments: mandatory meetings, mandatory training, extension of duty, and emergency situations for which the Mayor has declared an official state of emergency disaster declaration and has been consented to by the Moorhead City Council. All other overtime for employees assigned to 56-hour work weeks shall be paid at one and one-half (1 1/2) times the normal hourly rate.

Overtime for employees assigned to 40-hour work weeks shall be paid at one and one-half (1 1/2) times the normal hourly rate.

Article XIII. Hours/Work Schedule

13.1 The sole authority in the work schedule is the Employer.

13.2 When a vacancy exists on a shift, employees may bid to change shifts. If more than one (1) employee bids for a shift change, it shall be granted on the basis of seniority. If the request cannot be granted, reasons shall be given to the employee.

Article XIV. Vacations - Holidays

14.1 Fire Department employees who work a twenty-four (24) hour day shall compute vacation and holidays combined in the following schedule, to be awarded in January of each year. In the year of each stated anniversary, the days will be awarded, with the first year being pro-rated from the Employees start date.

Anniversary Year

1st through 9th	11 working days each calendar
In the 10th	14 working days. (336)
In the 15th and 16th	15 working days. (360)
In the 17th and 18th	16 working days. (384)

In the 19th and over

17 working days. (408)

14.2 Fire Department employees who normally work an eight (8) hour day 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
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

14.3. Maximum accumulation of vacation shall be two hundred eighty (280) hours. A minimum of forty (40) hours shall be taken by all employees during each calendar year. All vacations must be scheduled and approved by the Fire Chief.

14.4 Employees working fifty-six (56) hour weeks may carry over up to 48 vacation hours to be used on or before December 31 of the following year. Employees working forty (40) hour weeks are not allowed to accumulate more than two hundred eighty (280) hours of vacation. Whenever an employee accumulates more than two hundred eighty (280) hours, each hour so accumulated will be placed in the deferred sick leave bank.

14.5 Upon leaving employment with the City, employees are paid for unused vacation computed to the nearest hour based on their hourly wage at the time of termination.

14.6 Fire Department employees who normally work an eight (8) hour day shall receive the following paid holidays:

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

14.7 If New Year's Day, Independence Day or Veteran's Day falls on a Saturday, the preceding day will be a holiday. If New Year's Day, Independence Day, Veteran's Day or Christmas

Day falls on a Sunday, the following day will be a holiday.

- 14.8 When Christmas Eve Day falls on a Friday then Monday shall be observed for Christmas Day. When Christmas Eve Day falls on a Saturday, Friday shall be for Christmas Eve Day and Monday for Christmas Day. When Christmas Eve Day falls on a Sunday, Friday shall be observed for Christmas Eve Day and Monday for Christmas Day.
- 14.9 Each employee working 56 hour work weeks shall be compensated at a rate of one and one-half (1 ½) times their normal rate of pay for all hours of work performed on the ten following actual day of the holidays upon ratification of this contract.

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

Article XV. Working Out of Classification

- 15.1 Any Fire Department employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of any officer position shall be paid at the rate for that position while so acting.

Article XVI. Insurance

- 16.1 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.
- 16.2 The Employer will provide and pay for a Term Life Insurance policy, including accidental death and dismemberment, in the amount of \$30,000.000 for each Fire Supervisor covered under this Agreement. In addition, these Employees shall have the option, at the Employee's own expense, to buy additional insurance, with evidence of insurability. The option to purchase additional life insurance can be done at any time with evidence of insurability.
- 16.3 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 XVII. Uniform Allowance

- 17.1 Each employee is allowed \$510 in 2021 for the purchase and maintenance of employer-required uniforms.

- 17.2 The Employer shall furnish, at no cost to the employee, the following:
- First issuance of the official required duty uniform(s) to all new hires or newly promoted officers.
 - First issuance of new style official required duty uniform(s), as determined by the Fire Chief to all current employees.
- 17.3 This allowance shall be excluded from employee wages per IRS rules. The employer may purchase employer-required clothing or uniforms on behalf of the employee from employer-selected vendors and/or periodic allowance payments made to the employee for the purchase and maintenance of specific articles of employer-required uniforms which are not adaptable to general use, and are not worn for general use, and the employee substantiates the expense.
- 17.4 New employees shall receive a pro-rata share of the allowance based on the number of months of service prior to the end of the calendar year in which they were employed.
- 17.5 All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

Article XVIII. Sick Leave

- 18.1 Employees who work twenty-four (24) hour shifts shall accumulate sick leave from their first day of employment at a rate of one (1) day per month, until reaching a maximum of two thousand eight hundred eighty (2880) hours. When the total of two thousand eight hundred eighty (2880) hours has been accrued, each twenty-four (24) hours earned thereafter, but still maintaining the two thousand eight hundred eighty (2880) hour total, shall be divided, with three-fourths (3/4) hour put into a deferred sick leave bank, to be used only after the two thousand eight hundred eighty (2880) hours of regular sick leave has been depleted, and the other one-fourth (1/4) hour to be used as additional vacation the following year. Additional vacation is calculated 12 – 35 hours = 1 shift, 36– 59 hours = 2 shifts, and 60 – 72 hours = 3 shifts.
- 18.2 Sick leave shall be charged in the following manner. An employee on sick leave for one (1) working day shall be charged one (1) sick day. An employee on sick leave for two (2) working days shall be charged three (3) sick days. (The two (2) he or she should have been on duty plus the day in between). No sick leave shall be charged for his or her regular four (4) days off.
- 18.3 Sick leave shall be charged in the following manner for employees with partial sick leave days. An employee who is sick for a minimum of twelve (12) hours or more to the end of a shift and who is sick a minimum of twelve (12) or more hours at the beginning of the next shift shall have partial sick leave charged for the day in between a working day. Partial sick leave for the day in between a working day shall be calculated by adding the sick leave hours together with the overall total sick hours divided by two (2). No sick leave shall be charged for his or her regular four (4) days off.

- 18.4 Employees shall be compensated in cash at their regular rate of pay, for any unused accumulation of sick leave when they are permanently separated from service by retirement or death only. An employee working eight (8) hour shifts will be paid one-half (1/2) of their accumulated sick leave. An employee working twenty-four (24) hour shifts will be paid up to 672 hours, or the remaining sick leave balance if the remaining hours do not equate to 672 hours. Employees retiring with twenty (20) years of service, regardless of age, will be compensated in the above manner. Employees shall not be entitled to cash payment for unused second sick bank upon their termination of employment, regardless of the reason.
- 18.5 Employees who work eight (8) hour shifts 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) hour 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 the following year, provided that the total hours of extra vacation earned plus the total hours of regular vacation to be earned during the following year do not exceed two hundred (200) hours.
- 18.6 Employees who terminated employment in good standing with at least twenty (20) years of service will receive sick leave exit pay at their regular rate of pay. An employee working eight (8) hour shifts will be paid one-third (1/3) of their accumulated sick leave. An employee working twenty-four (24) hour shifts will be paid up to 448 hours, or the remaining sick leave balance if the remaining hours do not equate to 448 hours.

Article XIX. Funeral Leave

- 19.1 Employees who work twenty-four (24) hour shifts shall be allowed up to three (3) scheduled working days with pay, not to be deducted from sick leave, and up to an additional two (2) scheduled working days to be charged to sick leave without being charged for any day in between in the event of a death of a parent, sibling, spouse, child, grandchild, grandparent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or member of household.
- 19.2 Employees who work twenty-four (24) hour shifts shall be allowed up to one (1) scheduled working day with pay, not to be deducted from sick leave, and up to an additional two (2) scheduled working days to be charged to sick leave without being charged for any day in between, in the event of a death of a brother-in-law, sister-in-law, aunt, or uncle.
- 19.3 Employees who work twenty-four (24) hour shifts shall be allowed sick leave of not more than one (1) scheduled working day in the event of the death of a first cousin, niece, or nephew.
- 19.4 Employees who work eight (8) hour shifts shall be allowed up to five (5) scheduled

working days with pay, not to be deducted from sick leave, and up to an additional five (5) scheduled working days to be charged to sick leave in the event of a death of a parent, sibling, spouse, child, grandchild, grandparent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, or member of household.

19.5 Employees who work eight (8) hour shifts shall be allowed up to two (2) scheduled working days with pay, not to be deducted from sick leave, and up to an additional five (5) scheduled working days to be charged to sick leave, in the event of a death of a brother-in-law, sister-in-law, aunt, or uncle.

19.6 Employees who work eight (8) hour shifts shall be allowed sick leave of not more than one (1) scheduled working day in the event of the death of a first cousin, niece, or nephew.

Article XX. Injury on Duty Time

20.1 In the event that an employee is injured and permanently or temporarily disabled while in the line of duty, or the employee suffers from sickness caused on the job, he or she shall be charged sick leave for up to the first five (5) scheduled work days pro-rated with Worker's Compensation so the employee will receive a full week's earnings. Thereafter he or she shall receive his or her normal compensation for his or her classification for a maximum of one year less any Worker's Compensation Benefits paid to the employee.

20.2 Sick leave charged for up to the first five (5) scheduled work days shall be deducted from the deferred sick bank provided there are accrued hours in said bank so as not to diminish the vacation days earned each year for maintaining the two thousand eight hundred eighty (2880) hours maximum accrual each year (refer to ARTICLE XVIII).

Article XXI. Medical Examinations

21.1 It is hereby agreed that City of Moorhead Policy 4.30 - Medical Examinations - Fire, amended, April 1, 2009 will 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 understood and agreed that employees will abide by the conditions of the program as outlined in Policy 4.30.

21.2 It is understood that annual medical examinations are required of Battalion Chiefs as a result of their appointment as a State of Minnesota Regional HAZMAT Team.

Article XXII. Physical Fitness

22.1 City of Moorhead Policy 4.35 - Physical Fitness - Fire, amended, August 24, 2022 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 the program as outlined in Policy 4.35.

Article XXIII. Base Pay Structure

23.1 In calendar year 2022, employees will be paid a base pay as established in the City's base pay structure for calendar year 2022. In calendar year 2023, employees will be paid a base pay as established in the City's base pay structure for calendar year 2023. In calendar year 2024, employees will be paid a base pay as established in the City's base pay structure for calendar year 2024.

Article XXIV. Waiver

24.1 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.

24.2 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 waives 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 of the parties at the time this contract was negotiated or executed.

Article XXV. Duration

This Agreement shall be effective as of January 1, 2022, and shall remain in force and effect until the 31st day of December 2024.

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

FOR MOORHEAD BATTALION CHIEFS, IAFF
LOCAL 1323 (S)

BY Jerry Thier
President

BY [Signature]
Vice President

BY [Signature]
Secretary/Treasurer

DATE 8-16-22

FOR THE CITY OF MOORHEAD

BY [Signature]
Mayor

BY [Signature]
City Manager

DATE 9-16-2022

Appendix A

EMT Registration Fee:

Employees holding National Emergency Medical Technician (EMT) Certification shall have their National EMT Certification fee paid by the Employer when due every two (2) years.

Appendix B

**MEMORANDUM OF UNDERSTANDING
Between
The City of Moorhead And
Moorhead Battalion Chiefs, IAFF Local 1323**

**HAZARDOUS MATERIALS RESPONSE
OUTSIDE THE CITIES OF MOORHEAD, MN AND FARGO, ND**

Both parties further agree that the Hazardous Materials Response issue noted above remains unresolved and will continue to be negotiated.

The establishment of 2012 through 2013 contract language does not constitute the establishment of any policy or past practice regarding this issue.

This agreement does not bind the parties to reach any agreement.

It is the intent to continue negotiations on this issue during normal and customary negotiation sessions for the contract years 2015 and beyond. Special negotiation sessions for this issue are neither planned nor anticipated.

The parties hereto have executed this Memorandum of Understanding on latest date affixed to the signatures below.

FOR MOORHEAD BATTALION CHIEFS, IAFF
LOCAL 1323 (S)

BY Jerry Shier
President

BY [Signature]
Vice President

BY [Signature]
Secretary/Treasurer

DATE 8-16-22

FOR THE CITY OF MOORHEAD

BY [Signature]
Mayor

BY [Signature]
City Manager

DATE 9-10-2022

Appendix C

**MEMORANDUM OF UNDERSTANDING
Between
The City of Moorhead And
Moorhead Battalion Chiefs, IAFF Local 1323**

The City's Fire Chief at the time of the signing of this Memorandum of Understanding has established a work schedule of an average fifty-six (56) hour and forty (40) hour work week.

These work schedules will not be changed by the Fire Chief without advance notice of such change and providing an opportunity for Moorhead Battalion Chiefs Local 1323 to meet and confer with the City on the proposed work schedule(s).


At the end of the meet and confer meeting with regard to work schedules, the City has the right to establish whatever work schedules it believes appropriate for the City based on justifiable criteria.

The parties hereto have executed this Memorandum of Understanding on latest date affixed to the signatures below.

FOR MOORHEAD BATTALION CHIEFS, IAFF
LOCAL 1323 (S)

BY 
President

BY 
Vice President

BY 
Secretary/Treasurer

DATE 10-14-22

FOR THE CITY OF MOORHEAD

BY 
Mayor

BY 
City Manager

DATE 1-4-23

Appendix D

**MEMORANDUM OF UNDERSTANDING
Between
The City of Moorhead And
Moorhead Battalion Chiefs, IAFF Local 1323
HEALTH CARE SAVINGS PLAN**


Minnesota Statute 352.98 authorizes the Minnesota State Retirement System (MSRS) to establish and administer a Minnesota Post Employment Health Care Savings Plan (HCSP) as outlined in the MSRS Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's HCSP account. Participation is mandatory for all members of this bargaining unit, unless the member receives an approved participation waiver by MSRS. Upon the death of an employee, severance will be paid out in cash to the beneficiary or estate.

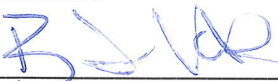
Bargaining unit members have agreed to contribute to the Minnesota Post Employment Health Care Savings Plan (HCSP) as described below, effective January 1, 2018:

1. All employees shall contribute 2% of pay.
2. Upon retirement 100% of Vacation and Sick leave exit pay will be contributed.

The parties hereto have executed this Memorandum of Understanding on latest date affixed to the signatures below.

FOR MOORHEAD BATTALION CHIEFS, IAFF
LOCAL 1323 (S)

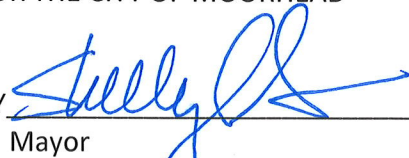
BY 
President

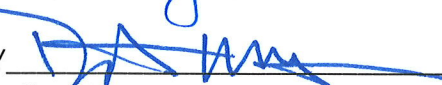
BY 
Vice President

BY 
Secretary/Treasurer

DATE 8-16-22 e

FOR THE CITY OF MOORHEAD

BY 
Mayor

BY 
City Manager

DATE 9-16-2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Moorhead, Minnesota (“Employer”), a municipal corporation, and International Association of Firefighters, Local 1323 (Battalion Chiefs) (“Union”).

WHEREAS, Union is the exclusive representative for an appropriate unit (“Bargaining Unit”) of certain employees of the Employer in the job classifications of Battalion Chiefs (“Bargaining Unit Employee(s)”);

WHEREAS, Employer and Union are parties to a labor agreement in force and effect from January 1, 2022 through December 31, 2024 (“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: 2022 will include a 3.00% increase, 2023 will include a 3.00% increase, and 2024 will include a 3.00% increase.

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

2022											
Step	1	2	3	4	5	6	7	8	9	10	11
Battalion Chief	\$79,279.69	\$82,711.36	\$86,143.04	\$89,574.71	\$93,006.39	\$96,438.08	\$99,869.75	\$103,301.43	\$106,733.10	\$110,164.78	\$113,256.69

2023											
Step	1	2	3	4	5	6	7	8	9	10	11
Battalion Chief	\$81,658.08	\$85,192.70	\$88,727.33	\$92,261.95	\$95,796.58	\$99,331.22	\$102,865.84	\$106,400.47	\$109,935.09	\$113,469.72	\$116,654.39

2024											
Step	1	2	3	4	5	6	7	8	9	10	11
Battalion Chief	\$84,107.82	\$87,748.48	\$91,389.15	\$95,029.81	\$98,670.48	\$102,311.16	\$105,951.82	\$109,592.48	\$113,233.14	\$116,873.81	\$120,154.02

Section 1.3. Bargaining Unit Employees will receive a step increase in 2022, 2023, and 2024 only on the employee's anniversary date of promotion.

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 2022 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, 2022.


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, 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.


INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1323

CITY OF MOORHEAD

BY 
President

BY 
Mayor

BY 
Vice President

BY 
City Manager

BY 
Secretary/Treasurer

DATE 9-16-2022

DATE 8-16-22

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Moorhead, Minnesota (“Employer”), a municipal corporation, and International Association of Firefighters, Local 1323 (Battalion Chiefs) (“Union”).

WHEREAS, Union is the exclusive representative for an appropriate unit (“Bargaining Unit”) of certain employees of the Employer in the job classification of Battalion Chief (“Bargaining Unit Employee(s)”);

WHEREAS, the Employer submitted letters to current Bargaining Unit Employees Benton Hicks and Gary Larsen, respectively, dated July 3, 2017, offering them the position of Battalion Chief, incorrectly stating that he would have a “six-month probationary period,” and stating that: “Upon successful completion of the probationary period you will receive one (1) additional step in the wage schedule for this position;”

WHEREAS, Employer and Union executed a Memorandum of Understanding on December 13, 2017 stating that: “Bargaining Unit Employees will receive a step increase in 2018, 2019 and 2021 only on the employee’s anniversary date of promotion;”

WHEREAS, the parties desire to clarify the correct probationary period and step increase dates for Bargaining Unit Employee Benton Hicks.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Base Pay Schedule

Consistent with Employer policy and practice, the probationary period for Bargaining Unit Employee Benton Hicks and Gary Larsen will be 12 months. Benton Hicks will receive a step increase in the Employer’s Base Pay Schedule on January 5 in 2022, 2023, and 2024.

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. 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 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU and the Offer Letters are based on unique circumstances and cannot be construed to be nor do such documents 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 5. 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 6. 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 7. Effective Date

This MOU is effective January 1, 2018.

Article 8. Expiration

This MOU will expire and no longer be in force or effect, effective the earlier of the date that Bargaining Unit Employees Benton Hicks and Gary Larsen receive their step increase as specified in Article 1 or separate from employment as Battalion Chief.

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

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1323

BY Jroy Shier
President

BY [Signature]
Vice President

BY [Signature]
Secretary/Treasurer

DATE 8-14-22

CITY OF MOORHEAD

BY [Signature]
Mayor

BY [Signature]
City Manager

DATE 9-16-2022