

1/1/2022-1 – 12/31/2024

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

Expiration Date:
December 31, 2024

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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 Bureau of Mediation Services, except that for grievances subject to Minnesota Statutes, section 626.892, the selection of an arbitrator is governed exclusively by that law. During the time between the appeal to Step 4 and the date set for arbitration, either party may, by mutual agreement, submit the grievance to mediation through the Bureau of Mediation Services for attempt at resolution. A submission to mediation preserves the timelines for filing Step 4.

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 will be provided with vacation benefits on the same basis and subject to the same components provided for nonunion Employer employees.

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>
2022- 2024	\$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 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 fifty (50) 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 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 26. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) 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-employment health care savings plan.

The following arrangement shall apply to all employees within this bargaining unit. Eligible employees may opt out of the plan if eligible under current rules or law:

- Employees with 0 years through 9 years of service shall contribute 1% of pay.
- Employees with 10 years through 19 years of service shall contribute 2% of pay.
- Employees with 20 or more years of service shall contribute 3% of pay.

Upon separation from employment, 100% of unused vacation and sick leave exit pay will be contributed to the employee's HCSP.

ARTICLE 27. WAIVER

27.1 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 28. DURATION

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

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 [Signature]
Co-President

BY SGT. Q. MATHESON #206
Co-President

BY [Signature: Doug Henning]
Business Agent

DATE 09/26/2022

CITY OF MOORHEAD

BY [Signature: Sully Carlson]
Mayor

BY [Signature: D. Az. M...]
City Manager

09/29/2022

DATE _____

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, 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 wage will be as follows:

2022											
Step	1	2	3	4	5	6	7	8	9	10	11
Sergeant	\$70,377.80	\$73,424.15	\$76,470.50	\$79,516.85	\$82,563.21	\$85,609.56	\$88,655.91	\$91,702.26	\$94,748.63	\$97,794.98	\$100,539.71
Lieutenant	\$82,490.53	\$86,061.18	\$89,631.84	\$93,202.51	\$96,773.17	\$100,343.82	\$103,914.49	\$107,485.15	\$111,055.81	\$114,626.46	\$117,843.60

2023											
Step	1	2	3	4	5	6	7	8	9	10	11
Sergeant	\$72,489.13	\$75,626.87	\$78,764.62	\$81,902.36	\$85,040.11	\$88,177.85	\$91,315.59	\$94,453.33	\$97,591.09	\$100,728.83	\$103,555.90
Lieutenant	\$84,965.25	\$88,643.02	\$92,320.80	\$95,998.59	\$99,676.37	\$103,354.13	\$107,031.92	\$110,709.70	\$114,387.48	\$118,065.25	\$121,378.91

2024											
Step	1	2	3	4	5	6	7	8	9	10	11
Sergeant	\$74,663.80	\$77,895.68	\$81,127.56	\$84,359.43	\$87,591.31	\$90,823.19	\$94,055.06	\$97,286.93	\$100,518.82	\$103,750.69	\$106,662.58
Lieutenant	\$87,514.21	\$91,302.31	\$95,090.42	\$98,878.55	\$102,666.66	\$106,454.75	\$110,242.88	\$114,030.99	\$117,819.10	\$121,607.21	\$125,020.28

Section 1.3. Bargaining Unit Employees as of December 31, 2017 employed in the same job classification as of December 31, 2021 will receive a step increase in 2022, 2023, and 2024 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 2022, 2023, and 2024 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 2022, 2023, and 2024 as 2021.

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.

Section 1.6 Bargaining Unit Employees employed as Police Sergeant will be paid at a step in pay grade 22, subject to satisfactory performance, if they are employed both for: (i) 10 continuous years as a licensed peace officer with Employer; and (ii) 3 continuous years as Police Sergeant. The employee will initially be placed at the same step number in pay grade 22 that they were at in pay grade 21.

Bargaining Unit Employees employed as Police Lieutenant will be paid at a step in pay grade 26, subject to satisfactory performance, if they are employed both for: (i) 10 continuous years as a licensed peace officer with Employer; and (ii) 3 continuous years as Police Lieutenant. The employee will initially be placed at the same step number in pay grade 26 that they were at in pay grade 25.

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.

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

LAW ENFORCEMENT LABOR SERVICES, INC.

BY [Signature]
Co-President

BY SGT. R. MATHESON #206
Co-President

BY [Signature]
Business Agent

DATE 09/26/2022

CITY OF MOORHEAD

BY [Signature]
Mayor

BY [Signature]
City Manager

9/29/2022

DATE _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) 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, the parties are parties to a Labor Agreement with a duration of January 1, 2022 through December 31, 2024;

WHEREAS, City has a policy regarding vacation benefits;

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

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Vacation

Section 1.1. At a Bargaining Unit Employee's option, the employee may sell back to the Employer a maximum of two 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 2022, 2023, and 2024 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 sellback.

Section 1.2. The Employer’s 7.05 Vacation Leave policy is attached to this MOU for reference only.

Section 1.3. The parties will meet and negotiate if Employer intends to reduce vacation accrual or accumulation rates.

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 which exception includes the requirement to bargain collectively if and under the circumstances specified in Section 1.3 of this MOU.

Article 4. 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 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

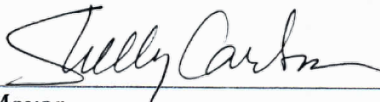
This MOU is effective and executed on the latest date affixed to the signatures below.


Article 8. 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

LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #375)

BY 
Co-President

BY SGT. R. MATHESON #206
Co-President

BY 
Business Agent

DATE 9/29/2022

DATE 09/26/2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) 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, the parties are parties to a Labor Agreement with a duration of January 1, 2022 through December 31, 2024;

WHEREAS, City has a policy regarding vacation benefits;

WHEREAS, the parties desire to specify terms of vacation for Bargaining Unit Employees that opt out of the vacation policy; and

NOW, THEREFORE, all parties hereto agree as follows:

Article 1. Vacation Opt-Out

Section 1.1. The Union will email to Employer Human Resources Director Amy Settergren at amy.settergren@ci.moorhead.mn.us by no later than 12:00 p.m on October 31, 2022 the names of Bargaining Unit Employees who are opting out of the City’s Vacation policy.

Section 1.2. Bargaining Unit Employees who opt out above will be subject to the following in lieu of the City Vacation policy and the Memorandum of Understanding regarding vacation:

A. 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

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

- G. 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.
- H. The employee will be allowed, under 22.4 of the Labor Agreement, to earn and use in a calendar year and accrue a combined total at any time of up to 120 hours of compensatory time instead of 50 hours.

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.

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collectively with respect to the express subjects or matters included in this MOU, except as otherwise specified in this MOU.

Article 4. Limitations

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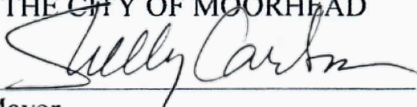

Article 7. Effective Date


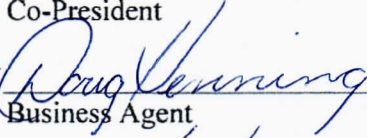
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Article 8. Expiration

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FOR THE CITY OF MOORHEAD
BY 
Mayor
BY 
City Manager

LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #375)
BY 
Co-President
BY SGT. R. MATHESON #206
Co-President
BY 
Business Agent
DATE 09/26/2022

DATE 9/29/2022



7.05 Vacation Leave

Effective June 18, 1990

Policy Updated 3/11/2022 Authorized by

A handwritten signature in black ink, appearing to read "Dan Mahli", is written over a horizontal line.

Dan Mahli, City Manager

Policy Previously Updated 3/22/2012

*Only applies to unrepresented employees and employees in bargaining units who have agreed to the policy language through removal of existing contract language regarding vacation leave.

Purpose

The City of Moorhead (City) outlines a policy to provide employees with paid vacation leave for purposes of assisting employees with maintaining a better work-life balance.

Policy

The City provides regular full-time and regular part-time employees with paid vacation as outlined under this policy. Temp/Seasonal employees, interns and Elected Officials are not eligible for vacation as outlined in this policy.

I. VACATION ACCRUAL SCHEDULE

- A. Vacation shall be accrued based on the following schedule. Regular part-time employees shall earn vacation on a pro rata basis.

Years of Service	Hours Earned Per Year
Date of hire through initial year	80
Start of year 2	88
Start of year 3	96
Start of year 4	104
Start of year 5	112
Start of year 6	120
Start of year 7	128
Start of year 8	136
Start of year 9	144
Start of year 10	152
Start of year 11	160
Start of year 12	168
Start of year 13	176
Start of year 14	184
Start of year 15	192

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the City starting on the employee's most recent hire date.

Under special circumstances, newly hired employees may be given credit toward "years of service" based on directly related experience, and/or adjustments may be made to their accrual balances at the time of hire. Requests for an exception may be submitted by the Department/Division Director to Human Resources and approved by the City Manager.

Additional vacation hours may be earned when the maximum accumulation of 960 hours of sick leave have been reached. See Section 7.10 – Sick Leave.

II. ADMINISTERING VACATION

A. Eligibility and Scheduling

- Vacation shall accrue at the end of each pay period and shall not be used until it is accrued.
- Vacation may be granted to new employees during their probationary period at the supervisor's discretion.
- Employees are required to follow their Department/Division procedures for submitting time off requests. Department/Division Directors are responsible for approving and scheduling vacation leaves for employees under their supervision. All vacation requests are subject to supervisor/director approval.
- Unused vacation shall accrue to a maximum of 280 hours for supervisors, directors and exempt employees and 240 hours for all other eligible employees, computed bi-weekly. Any time in excess of these maximums shall be placed in a deferred sick leave bank if not taken by the end of the last pay period of the current year. (Example: Last pay period of 2021 is 12-06-21 through 12-19-21, time in excess of the maximum will be placed in a deferred sick leave bank if not taken by 12-19-2021.) It is the responsibility of the employees to monitor their vacation balances to determine if they are nearing their maximum.
 - Department/Division directors may submit a request to Human Resources for exemption from the maximum accrual for instances where the employee was unable to use their annual leave due to circumstances beyond their control (i.e. extraordinary work demands). Any requests will be reviewed on a case-by-case basis and approved by the City Manager.

B. Coordination with other Policies

- Illness During Vacation
 - If an employee must be hospitalized for an injury or illness during vacation, sick leave benefits maybe used instead of vacation for the amount of time spent in the hospital. Employees are to notify their supervisors (if possible) within twenty-four (24) hours of being hospitalized.
- Funeral Leave During Vacation
 - If an employee suffers the loss of a family member or relative during regularly scheduled vacation and funeral leave is appropriate, the time off for the funeral will not be considered vacation. See Section 7.30 – Funeral Leave (Bereavement).
- Holidays During Vacation
 - When a paid holiday falls during a vacation period, the employee is not charged with vacation for that day, but instead charged holiday pay, provided it falls on a day when the employee is normally scheduled to work..

III. DONATION OF VACATION LEAVE TO ANOTHER EMPLOYEE

Employees may transfer vacation hours to another employee only under the following conditions:

- Such transfer will be authorized for employees faced with a serious medical emergency that caused a severe impact to them resulting in a need for additional time off in excess of their available accrued paid leave.
- Requests to receive such transfer of vacation leave must be submitted to Human Resources, in writing, by the recipient employee or by the recipient employee's supervisor with the consent of the recipient employee. The Human Resources Director will forward all such requests to the City Manager for final approval.
- The proposed recipient of the transfer must have used all of his/her paid leave before the transfer can occur.
- Potential donors must submit their request to donate in writing on the designated form to Human Resources. Such request will be kept on file in the Human Resources Department. The City Manager may limit the total number of hours that may be transferred.
- Such transfer shall be on an hour-for-hour basis.
- Any unused portion of such donated vacation shall be returned to the donor(s) on a pro rata basis.

IV. OTHER PAID LEAVE TIME

- A. Personal Leave Time: After 20 years of service with the City, employees shall receive 16 hours of personal leave per year. These hours will be prorated in the year the employee reaches the 20 year threshold and for the additional years after, they would receive the 16 hours at the first of the year. This personal leave must be taken by the end of the last pay period of the current year or it will be lost.