

**LABOR AGREEMENT
BETWEEN
THE CITY OF MOORHEAD
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #69)
POLICE OFFICERS**

January 1, 2022 through December 31, 2024

Expiration Date:
December 31, 2024

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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 under the Minnesota Public Employment Labor Relations Act of 1971 and amendments thereto, inclusive, for all police personnel in the following job classifications:

Police Officer

- 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: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 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 Law Enforcement Labor Services, Inc.
- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 DUTY ASSIGNMENTS: Duty assignments will be defined as the type or nature of work assigned to an officer by the Chief or the Administrative Staff.

Article 4. Employer Security

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

Article 5. Employer Authority

- 5.1 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.
- 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 6. 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 Stewards and shall inform the Employer in writing of such choices and changes in the position of Stewards.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) and announcement(s).
- 6.4 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 7. 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 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 Article 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.

Procedure

Grievances, as defined by Section 7.1, 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 Union and discussed with the Employer designated Step 2 Representative – the Chief of Police or their designee. 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 City Manager or their 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.

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.
- 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.

7.6 Waiver

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

7.7 Election of Remedies

If, as a result of the written Employer response in Step 1, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII, or if permitted by law, to an appeal procedure available for resolution of said suspension, demotion or discharge of an Employee who has completed the required probationary period. If appealed to an appeal procedure available for resolution of said suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. Except that with respect to statutes under the jurisdiction of the United State Equal Employment Opportunity Commission an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under the grievance procedure as provided in Step 4 of Article VII.

The aggrieved Employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII, or if permitted by law, to an appeal procedure available for resolution of said suspension, demotion, or discharge of an employee who has completed the required probationary period, and shall sign a statement to the effect that this choice precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article VII as stated in paragraph 1 above.

Article 8. 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 9. Hiring and Promotion

9.1 Eligibility Roster

- A. After all examinations in the selection procedure for a position opening(s) have been administered, the City shall place the names of those who have passed all of the tests on an eligibility register, ranked according to their relative composite scores.
- B. When two or more candidates for promotion have the same composite score, their names shall appear on the eligibility register according to their seniority in the department.

9.2 Hiring

- A. Upon completion of the testing procedures and the establishment of an eligibility register, or when a vacancy occurs within a job classification while an existing eligibility register is in effect, the City shall certify to the City Manager the names of the three (3) highest ranking candidates on the eligibility register for each opening within the job classification.
- B. The City Manager has complete discretionary judgment and is the sole authority in selecting one of the three (3) candidates certified to fill the opening based upon comparison of the candidates' job-relevant qualifications, test scores, and other job-relevant information available to the City Manager. Prior to making a selection, the City Manager may obtain any

additional job-relevant information deemed necessary to complete the appointment, including recommendations from the Chief of Police.

- C. In the event more than one opening occurs within a job classification, the City Manager shall fill the first opening as set forth in subparagraph (b) herein; thereafter, the City shall certify to the City Manager the name of the next highest ranking candidate on the eligibility register, together with the names of the two (2) candidates not selected for the first opening. The City manager shall then make an appointment from among those three (3) eligible candidates to fill the second opening. Thereafter, if there are more than two (2) openings, this procedure will be repeated until all openings are filled. Should the current eligibility register be depleted to less than three (3) candidates, the City Manager may appoint one or both of the remaining candidates or call for a new test.
- D. Up to the time of actual appointment and after an appointment has been made by the City Manager, the candidate's name may be removed from the eligibility register by the City or the appointment withdrawn by the City Manager if it has been determined that:
 - 1) The application form has been falsified,
 - 2) The candidate has behaved dishonestly in preparing for or taking the examination(s), or
 - 3) The candidate does not meet the minimal job-relevant requirements established for that position,
 - 4) The candidate has a physical or health condition which would adversely affect job performance.
- E. Upon appointment to fill a position opening, the candidates name shall be stricken from the eligibility register. If a candidate on the eligibility register refuses to accept the appointment (other than a temporary appointment) when offered, the person's name shall be removed from the eligibility register.

9.3 Promotion

- A. Competitive job-relevant examination(s) shall be established by the City and administered for all promotional positions open within the department.
- B. All persons who meet the minimal job-relevant requirements established by the City for such promotional position(s) shall be eligible to compete in the examination procedure.
- C. After all the examinations in the promotional procedure for a position opening(s) have been administered and all scores to be utilized in the procedure have been determined, the City shall place the names of those who have passed all of the tests on an eligibility register, listed according to

their relative composite scores. When two or more candidates have the same composite score, their names shall appear on the eligibility register according to their seniority in the department.

- D. Pursuant to Minnesota Statutes 43A.11, all candidates whose names appear on the eligibility register shall be notified in writing of their composite score and requested to notify the City if they are eligible for, and desire to utilize, their veteran's preference to augment their composite scores and thereby change their rank order position on the eligibility register.
- E. Upon receipt of all claims of veteran's preference filed in the allotted time period, the City shall verify each claim of veterans' status and shall recalculate, in accordance with Minnesota Statute 43A.11 the composite scores of those eligible for veteran's preference. A revised eligibility register shall then be drawn up to reorder the rank order positions on the eligibility register in conformance with the recalculated composite scores.
- F. After each examination in the promotional procedure has been scored, the City shall notify in writing those who have not passed the examination.
- G. The eligibility register shall be in effect for a period of three (3) years or until the City announces a new series of competitive examinations. Candidates who are on the register at the time a new series of competitive examinations is announced and who meet the minimal job-relevant qualifications for the position open will be required, if they wish to be considered, to take the new series of examinations. The City retains the sole authority in determining when a new series of competitive examinations shall be announced.
- H. Upon completion of promotional testing procedures and the establishment of an eligibility register, or when a vacancy occurs within a job classification requiring a promotion during the time that an existing eligibility register is in effect, the City shall certify to the City Manager the names of the three (3) highest ranking candidates on the eligibility register for each opening within the job classification.
- I. The City Manager has complete discretionary judgment and is the sole authority in selecting one of the three (3) candidates certified to fill the opening based upon a comparison of the candidates' job-relevant qualifications, test scores, and other job-relevant information available to the appointing authority. Prior to making a promotion decision, the appointing authority may obtain any additional job-relevant information deemed necessary to complete the appointment, including recommendation from the Chief of Police.
- J. In the event more than one promotional opening occurs within a job classification, the City Manager shall fill the first opening as set forth in subparagraph (k) herein; thereafter, the City shall certify to the City manager

the name of the next highest ranking candidate on the eligibility register, together with the names of the two (2) candidates not selected for the first opening. The appointing authority shall then make an appointment from among those three (3) eligible candidates to fill the second opening. Thereafter, if there are more than two (2) openings, this procedure will be repeated until all openings are filled. Should the current eligibility register be depleted to less than three (3) candidates the City Manager may appoint one or both of the remaining candidates or call for a new test.

Article 10. Seniority

- 10.1 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.
- 10.2 The probationary period for Employees shall be one (1) year of continuous employment after date of hire. At the discretion of Management, the probationary period may be extended up to six (6) months. 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 replaced in his or her previous position at the sole discretion of the Employer.
- 10.3 If an Employee is promoted to Sergeant, a position outside of this Bargaining Unit, and is thereafter demoted or reduced to Patrol Officer, said Employee shall be returned to this Bargaining Unit. Seniority in the job classification, Patrol Officer, shall be determined by the Employee's length of continuous service with the Police Department from date of hire as Patrol Officer.
- 10.4 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.
- 10.5 Length of service on any shift or any duty assignment shall not be considered for the purpose of seniority. In any case where seniority is to be a consideration, the only seniority right of a member shall be construed as set forth in this paragraph. No member 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 in any manner other than the selection of vacation dates or days off selection).

10.6 The Chief shall post a seniority list not later than May 1 of each year.

Article 11. Discipline

11.1 The Employer will discipline Employees for just cause only. Discipline will be in one of the following forms:

- a. Documented Oral Reprimand;
- b. Written Reprimand;
- c. Suspension;
- d. Demotion; or
- e. Discharge

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension and notices of discharge to become part of an Employee's personnel file shall be presented in the presence of a Union Representative, read, and acknowledged by signature of the Employee. The Employee and the Union will receive a copy of such reprimands and/or notices. In the event a decision to discharge an Employee is made while said Employee is serving a suspension and the last day of work coincides with the ending date of the suspension being served, the Employer shall have the option of delivering the written notice of discharge using United States Post Office Certified Mail to the Employee and the Union. The signed receipt of Certified Mail will serve as the acknowledgment that the Employee and the Union received and read said notice of discharge.

11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

11.5 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 12. Constitutional Protection

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

Article 13. Overtime

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article. Overtime will be distributed as equally as practicable. Overtime refused by Employees will for record purposes under Article 15.2 be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime will be calculated to the nearest fifteen (15) minutes. Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 13.2 Employees may elect to receive compensatory time off in lieu of pay for call back time (Article 15), training time (Article 26), all hours worked to perform an investigation as directed by the Employer after an Employee has been relieved of duty, and hours worked for a holdover or early report for duty to provide shift coverage, and at the rate of 1.5 hours compensatory time for each overtime hour worked. 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.
- 13.3 Employees will be compensated for one and one-half hours at the Employee's regular base pay rate when they perform Field Training Officer duties and responsibilities assigned by the Employer for four hours or more on a shift.

Article 14. Court Time

- 14.1 An Employee who is 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 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.
- 14.2 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 15. Call Back Time

- 15.1 An Employee 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 1/2) times the Employee's base pay rate or compensatory time of 4.5 hours subject to Article 13.2. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum.

Article 16. Work Schedule

- 16.1 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
- 16.2 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.
- 16.3 The averaged scheduled work week shall consist of approximately forty (40) hours. The Chief shall establish the scheduled shifts.
- 16.4 Days off and shift changes for a one year period shall be bid on the basis of seniority.

Article 17. Vacations

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

Article 18. Holidays and Time Off

- 18.1 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 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.
- 18.2 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 a recognized holiday; 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.

Article 19. Insurance

- 19.1 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.
- 19.2 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 the 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.
- 19.3 The Employer will provide and pay for a Term Life Insurance policy in the amount of \$15,000 for each regular employee under this Agreement. In addition, each Employee shall have the option, at the Employee's expense, to buy additional life insurance with evidence of insurability. The option to purchase additional life insurance after initial employment can be done at any time with evidence of insurability.
- 19.4 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.

Article 20. Personal Auto Allowance

- 20.1 All Employees who are required to use their personal automobiles in the performance of their duties shall be compensated at the rate established by the IRS.

Article 21. Uniforms and Equipment

- 21.1 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.
- 21.2 Employees permanently assigned to plain clothes duty will receive the following annual allowance for clothing, prorated by the number of months so assigned.
- o Previous year's allowance + CPI "Apparel & Upkeep" for January of contract year (Midwest Region with no reduction if there is a decrease in CPI).
 - o Vouchers for clothing purchased under this section shall be submitted by Employees to the Police Chief for approval and payment.

Article 22. Sick Leave

- 22.1 Sick leave shall be earned on the basis of eight (8) hours of leave for each month of service. Unused sick leave shall be allowed to accumulate to a total nine hundred sixty (960) hours. When this total accumulation has been accrued, each eight (8) hours earned thereafter, but still maintaining the nine hundred sixty (960) hours total, shall be divided, with four (4) hours taken as additional vacation the following year, and four (4) hours 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.
- 22.2 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.
- 22.3 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 payable to the Employee or be paid to the Employee's estate. Retirement is defined as terminating employment with the City and either: (i) meeting the age and service requirements on the date of termination to receive retirement benefits from Public Employees Retirement Association (PERA); or (ii) determined eligible by PERA as of the date of termination to receive disability benefits from PERA.
- 22.4 An Employee who has exhausted all accumulated sick leave, may be granted a leave of absence without pay not to exceed two (2) years without loss of seniority. At each six (6) month period the City shall review each case and determine whether leaves shall be continued for the total two (2) years. A doctor's report will be required each six (6) month period.

Article 23. Injury On Duty Time

- 23.1 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 24. Funeral Leave

- 24.1 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 June 24, 2011. (Attached Appendix A)
- 24.2 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 January 1, 2012. (Attached Appendix A)

Article 25. Canine Patrol Unit

- 25.1 Canine Handlers shall receive one-half hour of pay at the straight time rate on scheduled days off as compensation for routine feeding and grooming of the animal. Routine feeding and grooming of the animal on scheduled day on shall account for one-half hour of scheduled time on.
- 25.2 Time spent by Canine Handlers in the training of or additional maintenance of the animals will be handled in accordance with the Article on Training Time.
- 25.3 The City shall be responsible for any and all necessary costs of maintaining the animal, such as food, veterinary expenses, kennels and accessories.
- 25.4 The City shall pay the difference between the employee's regular homeowner's insurance policy and the premium necessary to provide any additional coverage as may be required by the City.
- 25.5 The City shall pay any and all costs associated with necessary training.

Article 26. Training Time

26.1 For purposes of training time only, training hours earned in department approved training will be considered hours worked and will be paid at the straight time rate on an hour for hour basis. If an officer has worked the number of hours after which time and one-half must be paid under the Fair Labor Standards Act and related regulations, the pay will be at the rate of time and one-half. Hours worked will include only hours actually worked and will exclude hours away from work for sick, vacation, holiday or other non-working leave time. Time off for training hours in lieu of payment may be provided at City discretion.

Article 27. Medical Examinations

27.1 City of Moorhead Policy 4.40 - Medical Examinations (Police), 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.

27.2 If an Employee withdraws from this program, the results of the examination and the fact that the Employee withdraws cannot be used as the basis for reasonable suspicion that the Employee is not able to perform their duties or be required to be examined by a City-appointed physician.

Article 28. Physical Fitness

28.1 City of Moorhead Policy 4.45 - Physical Fitness (Police), 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.

28.2 If an Employee withdraws from this program, the results of the examination and the fact that the Employee withdraws cannot be used as the basis for reasonable suspicion that the Employee is not able to perform their duties or be required to be examined by a City-appointed physician.

Article 29. Educational Incentives

29.1 All sworn officers hired between January 1, 1977 and December 31, 1995 will be eligible for educational incentive benefits only. The educational incentive benefits are:

- a) Sworn officers earning credit in courses approved by the Employer as job relevant at an accredited institution of higher learning with a grade of "C" or

better ("P" on a "P" "N" basis) will be paid one dollar (\$1.00) per credit per month.

- b) Sworn officers will be eligible to receive the educational incentive benefit after one year of continuous employment and such payment shall be payable in a lump sum separate check on the first pay date in December of each year.
- c) Sworn officers hired on or after January 1, 1996 will be eligible to receive educational incentive benefits for only those job relevant credits approved by the Employer that are not part of the required course work to obtain Peace Officer licensure (as established by Minnesota Rules, Chapter 6700 and the Minnesota P.O.S.T, Board) and/or minimum requirements for employment as a Police Officer with the City of Moorhead.
- d) Effective January 1, 1996, educational incentive benefits will not be paid for approved credits earned through any Employer-provided tuition reimbursement or other education-related benefit.

Article 30. Post License Fees

30.1 The City will pay the cost of the POST license renewal fee. If an employee voluntarily severs employment with the City prior to retirement age, a prorated portion of the fee shall be deducted from the employee's final paycheck.

Article 31. Base Pay Structure

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

Article 32. Post Employment Health Care Savings Plan

32.1 L.E.L.S Local 69 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 group. Eligible employees may opt out of the plan if eligible under current rules or law.

- Employees with 0 years through the 9th year of service shall contribute 1% of pay.
- Employees with 10 years through the 19th year 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 33. Waiver

33.1 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.

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

Article 34. Duration

34.1 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 below.

FOR THE CITY OF MOORHEAD

LAW ENFORCEMENT LABOR SERVICES, INC.-LOCAL #69

BY _____
Mayor

BY _____
Steward

BY _____
City Manager

BY _____
Business Agent

DATE _____

DATE _____

CITY OF MOORHEAD**POLICIES AND PROCEDURES****TITLE:** Funeral Leave (Bereavement)**SECTION:** 7.30**DATE:** June 18, 1990**PAGE:** 1 of 2**I. POLICY**

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

II. DEFINITIONS

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

Parent: Employee's mother/father at time of birth or adoption.

Sibling: Child of the employee's parents.

Spouse: Current wife/husband.

Child: Legal child of employee or spouse.

Father-in-law/Mother-in-Law: Parents of spouse.

Son-in-Law/Daughter-in-Law: Spouse of employee's child.

Grandparents: Parents of employee's parents.

Grandchild: Child of employee's child.

Member of household: Relative of employee or resident that has lived in the same household with employee for one year or more.

Brother-in-Law/Sister-in-Law: Spouse of employee's sibling

Aunt/Uncle: Sibling of employee's parent.

First Cousin: Child of employee's aunt/uncle.

Niece/Nephew: Child of employee's sibling.

III. NON-REPRESENTED AND UNION REPRESENTED EMPLOYEES

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

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

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

<i>Brother-in-Law</i>	<i>Sister-in-Law</i>
<i>Step-Parents</i>	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between City of Moorhead, Minnesota (“Employer”) and Law Enforcement Labor Services, Inc. (Police Officers) (“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. The Employer’s 7.05 Vacation Leave policy is attached to this MOU for reference only.

Section 1.2. 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.

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

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

BY _____
Mayor

BY _____
Steward

BY _____
City Manager

BY _____
Business Agent

DATE _____

DATE _____

FOR INFORMATIONAL PURPOSES ONLY

This document includes text that the city intends to establish and implement.



7.05 Vacation Leave

Effective June 18, 1990

Policy Anticipated Updated 3/14/2022/2022 Authorized by _____

Dan Mahli, City Manager

Policy Previously Updated 3/22/2012

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.

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. (Police Officers) (“Union”).

WHEREAS, Union is the exclusive representative for an appropriate unit (“Bargaining Unit”) of certain employees of the Employer in the job classifications of Police Officer, School Resource Officer, and Detective (“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 Employer’s 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											
Steps	1	2	3	4	5	6	7	8	9	10	11
Police Officer Police Officer - School Resource Officer	\$ 57,706.57	\$ 60,204.45	\$ 62,702.31	\$ 65,200.17	\$ 67,698.05	\$ 70,195.92	\$ 72,693.80	\$ 75,191.66	\$ 77,689.53	\$ 80,187.40	\$ 82,437.96
Police Officer - Detective	\$ 60,043.69	\$ 62,642.73	\$ 65,241.75	\$ 67,840.79	\$ 70,439.82	\$ 73,038.86	\$ 75,637.90	\$ 78,236.92	\$ 80,835.96	\$ 83,434.99	\$ 85,776.69
2023											
Steps	1	2	3	4	5	6	7	8	9	10	11
Police Officer Police Officer - School Resource Officer	\$ 59,437.77	\$ 62,010.58	\$ 64,583.38	\$ 67,156.18	\$ 69,728.99	\$ 72,301.80	\$ 74,874.61	\$ 77,447.41	\$ 80,020.22	\$ 82,593.02	\$ 84,911.09
Police Officer - Detective	\$ 61,845.00	\$ 64,522.01	\$ 67,199.00	\$ 69,876.01	\$ 72,553.01	\$ 75,230.02	\$ 77,907.03	\$ 80,584.02	\$ 83,261.03	\$ 85,938.03	\$ 88,349.99

2024											
Steps	1	2	3	4	5	6	7	8	9	10	11
Police Officer Police Officer - School Resource Officer	\$ 61,220.90	\$ 63,870.90	\$ 66,520.88	\$ 69,170.86	\$ 71,820.86	\$ 74,470.85	\$ 77,120.85	\$ 79,770.83	\$ 82,420.82	\$ 85,070.81	\$ 87,458.43
Police Officer - Detective	\$ 63,700.35	\$ 66,457.67	\$ 69,214.97	\$ 71,972.29	\$ 74,729.60	\$ 77,486.92	\$ 80,244.24	\$ 83,001.54	\$ 85,758.86	\$ 88,516.18	\$ 91,000.49

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 on July 1 of 2022, 2023, and 2024. Employees hired on January 1, 2018 or later will receive a step increase on the employee's anniversary date of hire or at step.

Section 1.4. Bargaining Unit Employees employed as Police Officer or Police Officer-School Resource Officer will be paid at a step in pay grade 17, subject to satisfactory performance, if they are employed for 10 continuous years as a Bargaining Unit Employee, effective on the calendar date of their tenth continuous year of service. The Bargaining Unit Employee will initially be placed at the same step number in pay grade 17 that they were at in pay grade 16.

Bargaining Unit Employees employed as Police Officer - Detective will be paid at a step in pay grade 18, subject to satisfactory performance, if they are employed for 10 continuous years as a bargaining unit employee, effective on the calendar date after the date of their tenth continuous year of service. The Bargaining Unit Employee will initially be placed at the same step number in pay grade 18 that they were at in pay grade 17.

Article 3. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 4. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU, except as otherwise specified in this MOU.

Article 5. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU.

Article 6. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 7. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 8. Effective Date

This MOU is effective January 1, 2022.

Article 9. Expiration

This MOU will expire and no longer be in force or effect, effective the date that the Labor Agreement is no longer in force or effect, which will be when a successor labor agreement is executed between the parties.

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

FOR THE CITY OF MOORHEAD

LAW ENFORCEMENT LABOR
SERVICES, INC.-LOCAL #69

BY _____
Mayor

BY _____
Steward

BY _____
City Manager

BY _____
Steward

DATE _____

BY _____
Business Agent

DATE _____

No.	Contract Reference	City Fifth Proposal	
		Summary	Language
7.	MOU re Vacation	<ul style="list-style-type: none"> • Attach to MOU for reference only the vacation policy • Parties required to meet and negotiate if city intend to reduce vacation accrual rates 	
8.	Technical	<ul style="list-style-type: none"> • Update dates to reflect new duration • Update all relevant cross-references and T of C 	
9.	Other Language Changes	<ul style="list-style-type: none"> • City reserves the right to propose such changes if total package not tentatively agreed to herein 	
10.	For Informational Purposes Only	<ul style="list-style-type: none"> • Effective 2022, Employees will receive step increases to the following: <ul style="list-style-type: none"> ○ Step 2 after 6 continuous months at Step 1 ○ Step 3 after 6 continuous months at Step 2 ○ Step 4 after 6 continuous months at Step 3 ○ Step 5 after 6 continuous months at Step 4 • Employees employed in the same job classification on January 1, 2022 as December 31, 2021 who have been in Steps 1, 2, 3, or 4 for at least 6 continuous months will receive a step increase on January 1, 2022 	