

# FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

## COVID-19 Amendments to 2018-2020 CBA Between City of Duluth and City of Duluth Supervisory Association (CDSA)

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (this “Amendment”) effective as of the date of attestation by the City Clerk (the “Effective Date”) by and between the City of Duluth (“Employer”) and City of Duluth Supervisory Association (“Union”).

The parties acknowledge the following:

1. The Employer and Union previously entered into a Memorandum of Agreement (“MOA”) dated July 13, 2020, modifying the current CBA to avoid layoff of Union employees due to COVID-19 impacts on the Employer’s budget.
2. The Employer and Union now wish to amend the MOA as set forth below:

(In this Amendment, the deleted terms will be struck out and the added terms will be underlined.)

**THEREFORE, in exchange and consideration of the parties’ mutual promises to each other, the Employer and the Union agree as follows:**

1. This Agreement is deemed effective upon Employer and Union ratification and shall remain in effect through December 31, 2021.
2. This Agreement modifies the current 2018-2020 CBA as follows
  - A. **Pay.** Effective January 1, 2021, Monthly Pay shall not be increased through December 31, 2021.
  - B. ~~**Pay Progression.** Effective upon Agreement ratification through December 31, 2021, Employees shall remain at the same Step and same Pay Range as they were compensated on the day before Agreement ratification. At the completion of the 2021 year, employees will then be credited all time back towards their pay progression and new rate of pay.~~
  - C. ~~**Longevity.** Effective upon Agreement ratification through December 31, 2021, Employees shall remain at the same longevity award as they were compensated on the day before Agreement ratification. At the completion of the 2021 year, employees will then be credited all time back towards their longevity award and new rate of pay.~~
  - D. ~~**Unpaid Leave in 2020.** Employees shall take six (6) work days off~~

~~without pay by December 31, 2020. Of these six (6) days, Employees will take July 6 (Monday after Independence Day), September 4 (Friday before Labor Day), November 25 (Wednesday before Thanksgiving Day), and December 31, 2020 (New Year's Eve) off without pay as well as two (2) additional work days mutually agreed upon by the Employer and Employee. Employees may not use more than one (1) unpaid work day per work week. Employees will not perform work on these unpaid days. Employees required to work on scheduled unpaid days due to operational needs shall take alternative unpaid days mutually agreed upon by the Employer and Employee.~~

~~E. **Unpaid Leave in 2021.** Employees shall take twelve (12) work days off without pay by December 31, 2021. Of these twelve (12) days, Employees will take January 15 (Friday before Martin Luther King Jr. Day), February 12 (Friday before President's Day), May 28 (Friday before Memorial Day), July 2 (Friday before Independence Day), September 3 (Friday before Labor Day), November 12 (Friday after Veteran's Day), November 24 (Wednesday before Thanksgiving Day), December 30 (Thursday before New Year Eve) as well as four (4) additional unpaid days mutually agreed upon by the Employer and Employee. Employees may not use more than one (1) unpaid work day per work week. Employees will not perform work on these unpaid days. Employees required to work on scheduled unpaid days due to operational needs shall take alternative unpaid days mutually agreed upon by the Employer and Employee.~~

**B. ~~F.~~Retirement Incentive.**

- i. Through December 31, 2021, Employees will be allowed to utilize paid leave until their date of retirement ("vacation out") through the Public Employees Retirement Association (PERA). All CBA benefits will remain during their paid leave ("vacation out"). Employees must be eligible for retirement through the Public Employees Retirement Association (PERA) by the end of their paid leave. Employee must irrevocably agree to retire at the end of the paid leave period before beginning the paid leave.
  - ii. Through December 31, 2021, The Employer will compensate Employees eligible for retirement through PERA who retire a one-time lump sum payment of 10% of the Employee's Basic Annual Pay, including Longevity or an equal contribution to the employee's Health Care Savings Plan (HCSP) account.
3. The Employer and the Union agree that the 2018-2020 collective bargaining agreement, as modified by this Memorandum of Agreement,

shall remain in full force and effect through the 31st day of December, 2021. The Employer and the Union further agree that the terms of this Agreement shall be reopened for the purpose of reducing or eliminating the concessions contained herein and negotiating improvements for 2021 in the event that the Employer receives any State or Federal funding directly or indirectly related to COVID-19 that can be used to fund employee wages and/or is otherwise unrestricted. In the event that the parties fail to reach agreement under this reopener provision after substantial, good faith bargaining, the terms and conditions of employment that are unresolved shall be submitted to interest arbitration under Minnesota Statute Section 179A.16.

Except as amended herein, the terms and conditions of the MOA remain in full force and effect.

CITY OF DULUTH

CITY OF DULUTH SUPERVISORY  
ASSOCIATION

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chief Administrative Officer

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney