

# **FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT**

## **COVID-19 Amendments to 2019-2020 CBA**

**Between City of Duluth and AFSCME Minnesota Council 5, Local 66 for the City of Duluth Basic Unit**

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (this “Amendment”) deemed effective September 11, 2020 (the “Effective Date”) by and between the City of Duluth (“Employer”) and AFSCME Minnesota Council 5, Local 66 for the City of Duluth Basic Unit (“Union”).

The parties acknowledge the following:

1. The Employer and Union previously entered into a Memorandum of Agreement (“MOA”) dated June 13, 2020 modifying their current collective bargaining agreement (“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 September 11, 2020 ~~upon Employer and Union ratification~~ and shall remain in effect through December 31, 2021.
2. This Agreement modifies the current 2019-2020 CBA as follows
  - A. **Pay.** Effective January 1, 2021, Monthly Pay shall not be increased through December 31, 2021.
  - B. Employees who have taken unpaid days off during the period between the effective date of the original MOA dated June 13, 2020 and the ratification of this new Agreement by both the Employer and Union shall have the choice to use paid vacation, personal leave, and/or compensatory time off to replace some or all unpaid hours on the unpaid days. Employees shall make this choice on an individual basis and shall not be required to utilize paid leave for their unpaid days. Employees shall be compensated applicable back pay within 30 days of ratification of this Agreement by both Employer and Union.
  - C. Employees who have missed their Pay Progression Step increase and/or Longevity Award during the period that the original MOA dated June 13, 2020 was effective will be made whole and will receive back pay for Pay and Longevity increases lost due to the agreement. Employees shall be

compensated applicable back pay within 30 days of ratification of this Agreement by both Employer and Union.

**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. Employees on layoff who return to work in 2020 do not have to take these six (6) unpaid days. 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. Applicable Employees will remain on Standby Duty and are eligible for Call Back for working on said unpaid days. Said unpaid days shall be treated as a Holiday for purposes of Employees on Standby Duty or employees voluntarily returning to work for Call Back.~~

**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. Applicable Employees will remain on Standby Duty and are eligible for Call Back for working on said unpaid days. Said unpaid days shall be treated as a Holiday for purposes of Employees on Standby Duty or employees voluntarily returning to work for Call Back.~~

**D. 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 resign at the end of the paid leave period before beginning the paid leave.
- ii. Through December 31, 2020, The Employer will compensate Employees eligible for retirement through PERA who resign 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.

**E. G. Retirement for Employees in Layoff.** Employees in layoff status during 2020 or 2021 who wish, and qualify, for retirement through Public Employees Retirement Association (PERA) shall be permitted to return to work for one (1) day if required by PERA to qualify for PERA retirement. The Employer will work one-on-one with these Employees to facilitate their PERA retirement.

**F. H. Probationary Employees.** Laid-off probationary employees listed on the “rehire list” pursuant to the CBA and/or Duluth Civil Service Code shall remain on the “rehire list” until the end of the day on December 31, 2021. If rehired, said probationary employees shall continue their probationary period from where they left off.

3. The Employer and Union agree that this Agreement does not preclude the parties from full, good-faith negotiations for a 2021 collective bargaining agreement (CBA). The terms and/or topics of this Agreement are subject to further collective bargaining in 2021 or successor years.

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

CITY OF DULUTH

AFSCME Minnesota Council 5

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

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

Attest:

\_\_\_\_\_

By \_\_\_\_\_

City Clerk

Secretary

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

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

Countersigned:

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

Approved as to form:

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