

Memorandum of Agreement
between
American Federation of State, County and Municipal Employees, Council No. 65
and
City of Marshall

This Memorandum of Agreement, hereinafter referred as the "MOA", is entered into by and between the American Federation of State, County and Municipal Employees, Council No. 65, hereinafter referred to as the "Union", and the City of Marshall, Minnesota, hereinafter referred to as the "City".

Recitals

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit, hereinafter referred to as "Bargaining Unit Employees";

WHEREAS, the Union and Employer are parties to a Labor Agreement, effective January 1, 2019 through December 31, 2021, hereinafter referred to as the Labor Agreement; and

WHEREAS, the job description for the position of WWT Laboratory Specialist has been revised, resulting in a decrease of the wage schedule for the position; and

WHEREAS, the parties hereto desire to amend Appendix A of the Labor Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

Agreement

Article 1. Amended Appendix A

New wage rates for the position of WWT Laboratory Specialist are established for the 2020 and 2021 wage schedules. Appendix A of the Labor Agreement is amended in its entirety to read as established in the attached Appendix A.

Article 2. Implementation

The City has received a resignation notice from Robert Jahn, the employee currently working in this position. Jahn will retire on May 29, 2020; therefore, he will continue at his present rate of pay until retirement, no pay adjustment will be made. The revised wage rates established by this MOA will be effective on the latest date affixed by the signatures below. Upon hire, promotion, or transfer of an employee to this position, the revised rates will be implemented.

Article 3. Entire Understanding

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

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, or past practice.

Article 5. Amendment or Modification

This MOA 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 MOA; 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 MOA 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 MOA is effective the latest date affixed to the signatures below.

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

City of Marshall

American Federation of State, County, and
Municipal Employees, Council No. 65

Mayor

Date

Eric Austin 3/17/2020
Business Agent Date

City Clerk

Date

Cory Sumner 3/17/2020
Union President Date

APPENDIX A AMENDED WAGE SCHEDULE

Wage Schedule, effective January 1, 2019 – December 31, 2019 2.00%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asst Zoning Adm	26.99	28.49	30.59	32.39	34.19	35.99
Senior Engineering Specialist	26.99	28.49	30.59	32.39	34.19	35.99
Building Services Coordinator	26.99	28.49	30.59	32.39	34.19	35.99
Lead Maintenance Worker	24.90	26.56	28.22	29.88	31.54	33.20
Building Inspector II	24.90	26.56	28.22	29.88	31.54	33.20
Engineering Specialist	23.93	25.52	27.12	28.71	30.31	31.90
WWT Laboratory Specialist	22.50	24.00	25.50	27.00	28.50	30.00
WWT Technical Operator	22.50	24.00	25.50	27.00	28.50	30.00
WWT Plant Operator II	21.90	23.36	24.82	26.28	27.74	29.20
WWT Sr Maintenance Operator	21.90	23.36	24.82	26.28	27.74	29.20
Mechanic	21.90	23.36	24.82	26.28	27.74	29.20
Building Inspector I	21.90	23.36	24.82	26.28	27.74	29.20
Engineering Technician	20.86	22.25	23.64	25.03	26.42	27.81
Senior Maintenance Worker	20.86	22.25	23.64	25.03	26.42	27.81
WWT Maintenance Operator	20.86	22.25	23.64	25.03	26.42	27.81
WWT Plant Operator I	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Technician	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Worker	19.28	20.57	21.85	23.14	24.42	25.71
Building Custodian (Arena)	10.59	11.30	12.00	12.71	13.41	14.12

Wage Schedule, effective January 1, 2020 – December 31, 2020 3.25%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asst Zoning Adm	27.87	29.73	31.59	33.44	35.30	37.16
Senior Engineering Specialist	27.87	29.73	31.59	33.44	35.30	37.16
Building Services Coordinator	27.87	29.73	31.59	33.44	35.30	37.16
Lead Maintenance Worker	25.71	27.42	29.14	30.85	32.57	34.28
Building Inspector II	25.71	27.42	29.14	30.85	32.57	34.28
Engineering Specialist	24.71	26.35	28.00	29.65	31.29	32.94
WWT Technical Operator	23.24	24.78	26.33	27.88	29.43	30.98
WWT Plant Operator II	22.61	24.12	25.63	27.14	28.64	30.15
WWT Laboratory Specialist	22.61	24.12	25.63	27.14	28.64	30.15
WWT Sr Maintenance Operator	22.61	24.12	25.63	27.14	28.64	30.15
Mechanic	22.61	24.12	25.63	27.14	28.64	30.15
Building Inspector I	22.61	24.12	25.63	27.14	28.64	30.15
Engineering Technician	21.53	22.97	24.40	25.84	27.27	28.71
Senior Maintenance Worker	21.53	22.97	24.40	25.84	27.27	28.71
WWT Maintenance Operator	21.53	22.97	24.40	25.84	27.27	28.71

WWT Plant Operator I	21.53	22.97	24.40	25.84	27.27	28.71
Maintenance Technician	21.53	22.97	24.40	25.84	27.27	28.71
Maintenance Worker	19.91	21.24	22.57	23.90	25.22	26.55
Building Custodian (Arena)	10.94	11.66	12.39	13.12	13.85	14.58

Wage Schedule, effective January 1, 2021 – December 31, 2021 3.25%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asst Zoning Adm	28.78	30.70	32.61	34.53	36.45	38.37
Senior Engineering Specialist	28.78	30.70	32.61	34.53	36.45	38.37
Building Services Coordinator	28.78	30.70	32.61	34.53	36.45	38.37
Lead Maintenance Worker	26.54	28.31	30.08	31.85	33.62	35.39
Building Inspector II	26.54	28.31	30.08	31.85	33.62	35.39
Engineering Specialist	25.51	27.21	28.91	30.61	32.31	34.01
WWT Technical Operator	23.99	25.59	27.19	28.79	30.39	31.99
WWT Plant Operator II	23.35	24.90	26.46	28.02	29.57	31.13
WWT Laboratory Specialist	23.35	24.90	26.46	28.02	29.57	31.13
WWT Sr Maintenance Operator	23.35	24.90	26.46	28.02	29.57	31.13
Mechanic	23.35	24.90	26.46	28.02	29.57	31.13
Building Inspector I	23.35	24.90	26.46	28.02	29.57	31.13
Engineering Technician	22.23	23.71	25.19	26.68	28.16	29.64
Senior Maintenance Worker	22.23	23.71	25.19	26.68	28.16	29.64
WWT Maintenance Operator	22.23	23.71	25.19	26.68	28.16	29.64
WWT Plant Operator I	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Technician	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Worker	20.56	21.93	23.30	24.67	26.04	27.41
Building Custodian (Arena)	11.29	12.04	12.79	13.55	14.30	15.05

Employees shall move through the steps on their anniversary date contingent on employee's satisfactory performance. Performance evaluations shall be grievable but not arbitrable.