

MEMORANDUM OF AGREEMENT

Between

The City of Maplewood

and

American Federation of State, County and Municipal Employees (AFSCME),

Minnesota Council 5, Local 2725

This is an agreement between the City of Maplewood (hereafter the “City” or “Employer”) and AFSCME Minnesota Council 5, Local 2725 (hereafter the “Union”).

1. Purpose and Scope

This Memorandum of Agreement (“Agreement”) is entered into between the City of Maplewood and AFSCME Minnesota Council 5, Local 2725, collectively referred to as the “Parties.” The purpose of this Agreement is to eliminate the Facility Technician classification from Grade 5 and establish the Facility Coordinator classification at Grade 7 of Appendix A – Wage Appendix of the 2026–2028 collective bargaining agreement between the Parties (“CBA”).

2. Background and Recitals

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective January 1, 2026 through December 31, 2028 (Article 38); and

WHEREAS, Article 6.1 of the CBA provides that the Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by the CBA; and

WHEREAS, Article 6.2 of the CBA provides that any term and condition of employment not specifically established or modified by the CBA shall remain solely within the discretion of the Employer to modify, establish, or eliminate; and

WHEREAS, Article 2.2 of the CBA contemplates the establishment of new or modified job classifications within the bargaining unit, and the Parties agree that the Facility Coordinator classification is appropriately included in the bargaining unit; and

WHEREAS, Article 14.3 reserves to the Employer the right of final decision in the selection of employees to fill posted jobs; and

WHEREAS, Article 35 and Appendix A of the CBA establish the salary ranges and grade assignments for bargaining unit classifications, and the City recognizes that the wage rate assigned to a new classification is a term and condition of employment appropriately memorialized by written agreement of the Parties; and

WHEREAS, the Facility Technician classification is currently assigned to Grade 5 of Appendix A and is listed in Article 2 of the CBA; and

WHEREAS, the City has evaluated the position description, organizational structure, staffing levels, workload demands, and market conditions for facility operations and has determined that the Facility Technician classification should be eliminated and replaced with a Facility Coordinator classification reflecting the expanded scope of duties, responsibilities, and qualifications required; and

WHEREAS, the City has determined that Grade 7 is the appropriate salary grade for the Facility Coordinator classification, and the Parties wish to memorialize this change through this Memorandum of Agreement.

3. Now, Therefore, It Is Agreed as Follows:

1. Removal of Facility Technician Classification

Effective October 23, 2026, the Facility Technician classification shall be removed from Grade 5 of Appendix A – Wage Appendix and from the list of recognized job classifications in Article 2 of the CBA.

2. Establishment of Facility Coordinator Classification

Effective November 20, 2026, the Facility Coordinator classification shall be added to Grade 7 of Appendix A – Wage Appendix and to the list of recognized job classifications in Article 2 of the CBA.

3. Incumbent Employee(s)

The Facility Technician position is currently vacant. The City may advertise, recruit, and fill the Facility Coordinator position utilizing the Grade 7 salary range following execution of this Agreement, in accordance with Article 14 of the CBA. We anticipate filling the position on or around November 20, 2026.

The incumbent Facility Technician, Tom Douglass, shall be reclassified to Facility Coordinator effective November 20, 2026 (the approximate time of the new hire) and placed at the step of Grade 7 that provides an increase over the employee's current rate of pay, consistent with Article 35.3. The employee's step anniversary date shall be November 20.

4. Probationary Period

Any employee appointed to the Facility Coordinator classification shall serve a probationary period in accordance with Article 12 of the CBA.

5. Management Rights

Nothing in this Agreement shall be construed as a waiver or limitation of the Employer's rights under Article 6 of the CBA or applicable law, including the right to establish job duties, qualifications, and position descriptions for the Facility Coordinator classification.

6. Non-Precedential Agreement

The Parties acknowledge that this Agreement is based upon the City's evaluation of the facility operations function, including consideration of anticipated responsibilities, staffing needs, recruitment considerations, and market conditions. This Agreement shall not establish a precedent for future position classifications, compensation adjustments, bargaining obligations, or interpretation of the CBA.

7. Collective Bargaining Agreement

Except as expressly modified herein, all terms and conditions of the CBA between the City and AFSCME Minnesota Council 5, Local 2725 shall remain in full force and effect.

8. Complete Agreement

This Memorandum of Agreement constitutes the entire agreement between the Parties regarding the elimination of the Facility Technician classification and the establishment of the Facility Coordinator classification and may be modified only by a written agreement executed by both Parties.

This Memorandum of Agreement shall take effect on October 23, 2026.

AFSCME MINNESOTA COUNCIL 5, LOCAL 2725 CITY OF MAPLEWOOD

By: _____

Its: Field Representative

Date: _____

By: _____

Its: City Manager

Date: _____

By: _____

Its: Local President

Date: _____

By: _____

Its: Assistant City Manager / Human Resources
Director

Date: _____