

**TO:** Mayor Althoff and City Council

**FROM:** Jeffrey L. McCormick, Chief of Police

**SUBJECT:** Temporary Full-time Status

**DATE:** January 12, 2021

**BACKGROUND**

We currently are down three officer positions, one was planned to be filled by the use of part-time officer(s), Lt. Berg and myself to lower operations costs during 2021 while we determined the impact of COVID-19 on government finances. The other two came from officer resignations. While we are in the process of finding replacements, it will be months before those hires are working on their own. Another concern is we might be losing another officer to resignation within the next month. The Police Department has been stable since 2015 and while it is expected that officers may leave for larger agencies, when combined with two existing vacancies it creates some challenges.

I have spoken with the City Administrator and with one of our part-time officers about working temporary full-time for a few months to assist with this short-term issue and both were receptive. I am requesting approval to temporarily place Officer Althoff in a Temporary Full-time status for the next 3-4 months while we get the new officers hired and trained to be on their own. Because our police officers including part-time officers are covered by a collective bargaining agreement, I have talked with LELS and they have had similar situations with other cities in the past. LELS feels it would be appropriate to sign a Memorandum of Understanding that would cover the temporary full-time use of a part-time officer and will be sending a MOU to the City. Officer Althoff's had a concern is that the temporary full-time status would provide him some flexibility if he needed unpaid time off before he has accrued vacation or comp time. The City Administrator and I understand his concern with having the unknowns of a business to consider.

**REQUESTED COUNCIL ACTION**

Motion and approval to temporarily place Officer Althoff in a Temporary Full-time status for the next 3-4 months and designate the Mayor and/or City Administrator to sign a MOU to that effect if needed, after any such document has been approved by the City's Attorney.

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the City of Cannon Falls (hereafter “City”) and Law Enforcement Labor Services, Inc., Local No. 145 (hereafter “Union”).

**Whereas**, the City and Union are parties to a Collective Bargaining Agreement establishing the Union as the exclusive representative of the City’s police personnel who are public employees within the meaning of Minn. Stat. 179A.03; and

**Whereas**, due to a recent unforeseen resignation of multiple officers that will create a full-time Police Officer staffing shortage for an extended period of time, the City has extended part-time Officer Mitch Althoff (“Officer Althoff”) an opportunity to work a temporary full-time schedule assignment; and

**Now Therefore**, the City and Union agree to the following terms regarding Officer Althoff’s temporary full-time schedule assignment:

**1. Duration:** There is no guarantee of the duration of this assignment. It is anticipated that the assignment will be for approximately five months, and not to exceed one year in duration. This assignment will become annulled by the City upon any of the following; successful completion of FTO by newly hired officers to fill any position created by officer resignations occurring between 10/08/2020 and June 30,2021; if Officer Althoff separates employment with the City; or if the City terminates this MOU in writing to Officer Althoff. Appropriate notice by the City to terminate the MOU in writing shall be two weeks. Officer Althoff will not have the right to grieve being returned to his traditional part-time officer status or his returned to the part-time officer status at the conclusion of the temporary full-time schedule assignment.

**2. Starting date:** Pay Period beginning January 25, 2021.

**3. Salary:** During this temporary schedule assignment, Officer Althoff will be paid the current wage of the Grade 10/Step 4.

**4. Vacation/Comp Time/Sick Time:** Officer Althoff will earn vacation time to use during this MOU or within 3 months of the end of the MOU. Officer Althoff will accrue vacation time each pay period at the 0-4 years of service rate. Officer Althoff is eligible to put overtime hours worked into a comp time to use during this MOU or within 3 months of the end of the MOU for time off. Officer Althoff is eligible for accrual of sick time hours during the duration of this MOU.

**5. Unpaid time off:** Officer Althoff may find it necessary to take time off to attend to personal business and may not have accrued enough leave time to cover the hours needed. The City will allow Officer Althoff the unpaid time off without impacting his temporary full-time status, except that should unpaid time occur, it shall impact any vacation/sick time accrual at a ratio of 1/80 for each unpaid hour against the leave time earned.

**6. Schedule:** Officer Althoff will be assigned to work open shifts on the patrol schedule. The assigned schedule is subject to changes and adjustments by police administration.

**7. Health Care Benefits:** While working the temporary schedule assignment Officer Althoff is eligible for full time employee benefits from the City. Officer Althoff has declined to enroll in City family coverage health insurance and dental plans while working temporary full time. Officer Althoff is entitled to the \$175.00 per month provided for waiving the City's family health insurance that other full-time employees can receive, during the duration of this MOU.

**7. Collective Bargaining Agreement:** The City and Union agree that the provisions of the Collective Bargaining Agreement for full-time officers shall apply and any aspects unique to the temporary nature of this position will be set forth exclusively in this Memorandum of Understanding.

**8. Limitations:** This MOU is intended for the sole and limited purpose specified herein. This MOU does not establish a precedent, past practice or otherwise modify any terms of the Collective Bargaining Agreement between the City and Union except as expressly stated herein.

The City and Union have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Union Steward

Acknowledgement: \_\_\_\_\_

Date \_\_\_\_\_

Officer \_\_\_\_\_