

**TO:** Mayor Montgomery and City Council

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

**SUBJECT:** Police Retention and Recruiting

**DATE:** March 16, 2023

**BACKGROUND**

With the hiring of Officer Jacobson and the resignations of Officers Hubner and Barr we are currently are down full-time three officer positions. The Police Commission meet on March 14, 2023 and we discussed the fact that we have lost 3 officers this year to better pay at other agencies. The City Administrator and I had discussed both staff retention and recruiting and how we need to retain every officer we have left. We developed a plan to use two part-time officers as temporary full-time and adjusting steps to retain current officers and future officers. I have spoken with our part-time officers about working temporary full-time to assist with this short-term issue and both were receptive.

The Police Commissioners discussed the plan and felt that it was necessary to not only retain the existing officers, but to take efforts to be more competitive in recruitment and retaining of future officers. The Police Commission was very supportive of our efforts for retaining and recruiting. The Police Commission felt we are very lucky to be able to use two part-time officers in a temporary full-time manner to ensure departmental coverage. The Police Commission motioned and unanimously approved a recommendation that the City Council approve the MOU to implement steps to retain and recruit officers and move two part-time officers to temporary full-time status.

The attached Memorandum of Understanding (MOU) is needed to address the changes of the current Law Enforcement Labor Services (LELS) contract to allow this to happen. The MOU has been reviewed and approved by the City Attorney as well as by LELS.

**REQUESTED COUNCIL ACTION**

Motion and approval of the attached MOU and designate the Mayor and City Administrator to sign the MOU.

## **Memorandum of Understanding**

This Memorandum of Understanding is entered into the 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;

**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 is taking the following steps to address retention of remaining officers and the recruitment and retention of new officers; and

**Whereas**, due to a recent unforeseen resignation of multiple officers the City is extending part-time Officer Mitch Althoff (“Officer Althoff”) and Officer Joseph Bond (“Officer Bond”) an opportunity to work a temporary full-time schedule assignment.

**Now Therefore**, the City and Union agree to the following terms:

Step Adjustments:

Permanent full-time officers will be moved two steps after completing six (6) months of employment. Part-time officers will be moved one step after completing six (6) months of employment. The adjustment of steps for the retention of existing staff will take effect March 20, 2023, and upon reaching six (6) months for any current or future officer with less than six (6) months employment as of March 20, 2023.

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 six (6) months, and not to exceed one (1) 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 vacant officer positions during the term of this MOU or if the City terminates this MOU in writing. The City may terminate the MOU for any reason or no reason by providing the Union two weeks prior written notice. Officer Althoff and Officer Bond will not have the right to grieve being returned to traditional part-time officer status or returned to the part-time officer status at the conclusion of the temporary full-time schedule assignment.

**2. Starting date:** Pay Period beginning March 20, 2023.

**3. Full-time status:** Officer Althoff will be considered to be full-time for purposes of any full-time benefits having worked 134 hours or more within the twenty-eight (28) day payroll cycle.

**3. Salary:** During this temporary schedule assignment, Officer Althoff and Officer Bond will be paid according to terms of the current LELS agreement and this MOU.

**4. Vacation/Comp Time/Sick Time:** Officer Althoff and Officer Bond will earn vacation time to use during this MOU or within 3 months of the end of the MOU. Vacation time will accrue each pay period at the 0-4 years of service rate. Officer Althoff and Officer Bond are 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 and Officer Bond are 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 1/68 for each unpaid hour against the leave time earned if below 134 within the 28-day cycle.

**6. Schedule:** Officer Althoff and Officer Bond 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 and Officer Bond are eligible for full time employee benefits from the City. Officer Althoff and Officer Bond have the option to select or 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 and Officer Bond is entitled to \$100.00 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 MOU.

**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 \_\_\_\_\_, 2023.

**FOR THE CITY:**

**FOR THE UNION:**

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

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

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

\_\_\_\_\_  
Union Stewart