

TO: MAYOR AND CITY COUNCIL

FROM: Neil Jensen, City Administrator

**SUBJECT: Minnesota Public Employees Association Contract (Supervisor's Unit)
Non-Union Employee Step Increases.
Resolution 2740, Providing for Post-Employment Health Care Savings Plan for both the MNPEA contract.**

MEETING DATE: March 19, 2024

BACKGROUND

The Negotiating Committee has reached a tentative contract with the Supervisor Unit. There are a few changes in pay structure and language. The first is uniform allowance Public Works Director which is new.

The employer will provide a clothing allowance to the Public Works Director of \$320.00 annually. In addition, any clothing damaged on-duty to the point that they are unsuitable for further use shall be replaced by the City, such replacement shall not be charged against the employee's uniform allowance up to a total of \$620.00. The City Administrator shall be solely responsible to determine when such replacements are necessary according to that department's standard practices.

The PWD did receive a uniform allowance in the past and this just memorializes the fact.

Secondly, the allowance of law enforcement supervisors matches the Police Officers uniform allowance:

Uniform Allowance Amounts for Licensed Law Enforcement Officers: 2024 - \$900.00, 2025 - \$950.00, 2026 - \$1000.00.

The Post-Employment Health Care Savings Plan (HCSP) employee contribution was increased from 1% to 2% and the payout at termination of employment from 50% to 60%.

Below are the Grade and Step increases negotiated by the committee for 2024. There is a change from the pay study as indicated below:

Chief of Police:	Grade 13 / Step 10	2 steps
Public Works Director:	Grade 12 / Step 5	still under employment letter
Police Lieutenant:	Grade 11 / Step 10	1 step
EMS Chief:	Grade 11 / Step 10	1 step
EMS Lieutenant:	Grade 8 / Step 7	see memo of understanding

Non union employees that were at top step on the old system and not on the top step under the new system will receive an additional step increase to keep parity with the union contracts for 2024. The employees include:

Kyle Hargis – Pay Grade 5, Step 11
Aaron Hunt – Pay Grade 5, Step 11
Neil Jensen – Pay Grade 14, Step 10
Sara Peer – Pay Grade 8, Step 9
Michelle Sandeen – Pay Grade 6, Step 12
Karen Trierweiler – Pay Grade 4, Step 8

This decision was made by City Council members Groth and Gesme without my involvement because of a conflict of interest.

In addition, there will be a 3% cost of living allocation for 2025 and 2026 for both union and non-union.

As with all contracts that fail to be completed before January 1st, these increases are retro back to January 1, 2024.

This should conclude the negotiating of contracts for all groups of employees.

STAFF RECOMMENDATION

Please make a motion to approve the MNPEA Supervisors Contract, Memorandum of Understanding, Resolution 2740, Providing for Post-Employment Health Care Savings Plan for the MNPEA contract, step increases for:

Kyle Hargis – Pay Grade 5, Step 11
Aaron Hunt – Pay Grade 5, Step 11
Neil Jensen – Pay Grade 14, Step 10
Sara Peer – Pay Grade 8, Step 9
Michelle Sandeen – Pay Grade 6, Step 12
Karen Trierweiler – Pay Grade 4, Step 8

and a 3% Cost of Living Allocation for 2025, 2026.

REQUESTED COUNCIL ACTION

Please make a motion to approve the MNPEA Supervisors Contract, Memorandum of Understanding, Resolution 2740, Providing for Post-Employment Health Care Savings Plan for the MNPEA contract and step increases for:

Kyle Hargis – Pay Grade 5, Step 11
Aaron Hunt – Pay Grade 5, Step 11

Neil Jensen – Pay Grade 14, Step 10
Sara Peer – Pay Grade 8, Step 9
Michelle Sandeen – Pay Grade 6, Step 12
Karen Trierweiler – Pay Grade 4, Step 8

and a 3% Cost of Living Allocation for 2025, 2026.

LABOR AGREEMENT BETWEEN
THE CITY OF CANNON FALLS
AND
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC.
SUPERVISORS UNIT

01/01/2024 THROUGH 12/31/2026

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	PURPOSE OF AGREEMENT	4
2	RECOGNITION	4
3	DEFINITIONS	4
4	EMPLOYER SECURITY	4
5	EMPLOYER AUTHORITY	5
6	UNION SECURITY	5
7	EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	5
8	SAVINGS CLAUSE	7
9	SENIORITY	7
10	DISCIPLINE	8
11	TRAINING	9
12	VACATION LEAVE	9
13	SICK LEAVE AND EMERGENCY LEAVE	10
14	LEAVES OF ABSENCE	11
15	HEALTH/LIFE/DISABILITY INSURANCE	12
16	CLOTHING ALLOWANCE	12
17	HOLIDAYS	13
18	REIMBURSEMENT/LICENSES	14
19	WAGES	14
20	SAFETY	15
21	RESIDENCE/RESPONSE TIME	15
22	WAIVER	15
23	DURATION	16

ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021, between the City of Cannon Falls, hereinafter called the employer, and the Minnesota Public Employees Association Union, hereinafter called the Union.

It is the intent and purpose of the Agreement to:

- 1.1 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement; and
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.

ARTICLE II
RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining for all supervisory employees of the City of Cannon Falls, Minnesota, who are public employees within the meaning of Minnesota Statutes, and who are supervisory or confidential, excluding employees already in other appropriate units, the City Administrator, and all other employees. Positions recognized to fit this description include:

Police Lieutenant
Police Chief
Public Works Director
EMS Chief
EMS Lieutenant

- 2.2 Disputes as to the inclusion of a new or changed classification shall be referred to the Minnesota Bureau of Mediation Services for decision.
- 2.3 The Employer will not bargain individually or collectively with any of the employees covered by this contract in regard to any matter affecting the conditions of employment of said employee.
- 2.4 The Union shall be notified ten (10) days prior to the acceptance of application for any supervisory position created after the date of this Agreement. The salary for any such newly created supervisory position and its placement on the supervisory salary schedule shall be by agreement of the Employer and the Union. If the employer and the Union are unable to agree on the salary for any such newly created position within ten (10) days of notification by the employer to the exclusive representative, the employer and the Union shall then meet and negotiate regarding a salary for the new position. If an agreement is unable to be reached Mediation can be utilized if both parties agree, if not the matter would be resolved in Arbitration using the Minnesota Bureau of Mediation Services.

ARTICLE III
DEFINITIONS

- 3.1 **UNION**: The Minnesota Public Employees Association Union.
- 3.2 **UNION MEMBERS**: A member of the Minnesota Public Employees Association Union.
- 3.3 **UNION STEWARD**: Steward elected or appointed by the Minnesota Public Employees Association Union.
- 3.4 **EMPLOYEE**: An individual who has successfully completed all stages of the selection process, including the probation period.
- 3.5 **EMPLOYER**: City of Cannon Falls
- 3.6 **LUNCH BREAK**: A period during the SCHEDULED SHIFT during which a sworn peace officer or Ambulance employee remains on continual duty and is responsible for assigned duties.
- 3.7 **REST BREAKS**: Periods during the SCHEDULED SHIFT during which a sworn peace officer or Ambulance employee remains on continual duty and is responsible for assigned duties.
- 3.8 **SCHEDULED SHIFT**: A consecutive work period including rest breaks and a lunch break.
- 3.9 **SEVERNACE PAY**: Payment made to an employee upon honorable termination of employment.
- 3.10 **STRIKE**: Concerted action in failing to report for duty, the willful absence from ones position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the right, privileges or obligations of employment.

ARTICLE IV
EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V
EMPLOYER AUTHORITY

- 5.1 The employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE VI
UNION SECURITY

- 6.1 The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union, along with a list of employees from whom the remittances are drawn.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the employer in writing of such choice and changes in the position of steward and/or alternate within two weeks of signing the contract, or any changes in designated personnel.
- 6.3 The employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this Article.

ARTICLE VII
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representation. The employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

7.3 Processing of a Grievance. It is recognized and accepted by the Union and the employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the employer during normal working hours.

7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the written grievance by the Union to the City Administrator or a person as designated by the employer. The City Administrator will give a written answer to such step 1 grievance within ten (10) calendar days after receipt. A grievance in Step 1 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, signed by the employee involved. Any grievance not appealed in writing to step 2 by the Union within ten (10) calendar days shall be waived.

Step 2. If the grievance is not resolved at Step 2 of the grievance procedure, by mutual consent, parties may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 3 of the grievance procedure.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services. For Licensed Police Office Arbitration with MN Stat. 626.892 Peace Officer Grievance Arbitration Selection Procedure.

7.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union and shall be based solely on the arbitrator's

interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that step by the employer. The time limits in each step may be changed or the steps advanced by mutual written agreement of the employer and the Union.

7.7 Choice of Remedy. If as a result of the written employer response to step 1, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article VII or a procedure such as: Veteran's Preference. If appealed to any procedure other than Step 3 of Article VII, the grievance is not subject to the Arbitration procedure as provided in Step 3 of Article VII. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article VI or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 3 of Article VII. The election set forth above shall not apply to claims subject to the jurisdiction of the U.S. EEOC.

ARTICLE VIII **SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Cannon Falls. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX
SENIORITY

- 9.1 Seniority shall be determined by an employee's length of continuous employment with the employer, by classification recognized by this agreement. seniority rosters shall be maintained by the employer, on the basis of time in grade and time within specific classifications.
- 9.2 The initial probationary period shall be one (1) year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the employer.
- 9.3 The probationary period of a promoted or reassigned position shall be six (6) months. During the probationary period of a promoted or reassigned employee the employee may be returned to the employee's previous position at the sole discretion of the EMPLOYER. Discipline other than demotion or reassignment shall only for cause.
- 9.4 A reduction of work force will be accomplished on the basis of departmental seniority. Any reduction in work force is considered a lay-off. An employee on lay-off shall have an opportunity to return to work within two (2) years of the time of his lay-off before any new employee is hired, except that, any employee on lay-off who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the City. If lay-offs do occur the City will continue health insurance benefits until the end of the month following the month the lay-off occurs in. Employees laid off shall be given a sixty (60) days advance notice of such lay off.
- 9.5 Laid off employees will be given preference with regard to open positions, transfers, job classification assignments and promotions within the City when the job-relevant qualifications of the employee are equal or greater than those of the open position. Employees would still be eligible for the provisions of Section 9.4

ARTICLE X
DISCIPLINE

- 10.1 The employer will discipline employees for just cause only. Discipline will be in the form of;
- A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 10.2 When any disciplinary action more severe than an oral reprimand is intended, the employer shall notify the employee and the union in writing of the specific reason(s) for such action.

- 10.3 Suspension, demotions or discharges will be in written form.
- 10.4 Written reprimands to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Any grievances relating to a discharge may be initiated by the Union in Step 1 of the grievance procedure under article VII.

ARTICLE XI
TRAINING

- 11.1 Training: Continuing education courses required to maintain State and/or National licensure and other training approved by the City shall be paid time.

ARTICLE XII
VACATION LEAVE

- 12.1 Accrual: At the time employees begin their service to the employer they shall have the right to negotiate their own amount of beginning vacation time received. However, the default starting rate, if not negotiated, shall be 80 hours. There after the following increases in vacation accrual shall occur:

Eight (8) additional hours shall accrue for each year of service, to a maximum of Two Hundred Eighty (280) annually.

- 12.2 Maximum Balance: During the calendar year there is no maximum vacation balance. However, employees are only allowed to carry forward from year to year a maximum of 320 hours. In the event that an employee has accumulated 320 or more of working hours of vacation, he/she may absent himself or herself from work, with notice to take vacation leave.

- 12.3 Terminal Leave: Any employee leaving the municipal service in good standing after giving notice of such termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation at the current rate of pay.
- 12.4 When an employee provides notice to separate from employment with the Employer, the employee will have the option to elect to have up to sixty percent (60%) of accrued and unused vacation leave converted to a cash payout at current wage (applicable taxes will be withheld). The employee has the option of directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law). This request for payment must be made before the next paycheck issued after giving notice. Such payment will be made before calculating the balance of unused time for any HCSP transfer.

ARTICLE XIII
SICK LEAVE AND EMERGENCY LEAVE

- 13.1 Sick leave shall be granted to all full-time employees covered by this Agreement at the rate of 3.69 per pay period and a maximum accrual of 960 hours. Sick leave may be used in accordance with MN Stat.181.9413 and applicable State or Federal Laws. Sick leave may be used in accordance with MN Stat. 181.9413 and applicable State and Federal Laws. All sick hours qualify for ESST hours under this article.
- 13.2 Accrual: Sick leave may be granted only for absence from duty because of the personal illness of the employee. Sick leave may be accumulated to a total of not more than 960 hours. Worker's compensation benefits shall be credited against the compensation due an employee during sick leave.
- 13.3 Emergency Leave. Emergency leave with pay shall be granted to full-time employees covered by this Agreement to a maximum of 40 hours per year for serious illness or death in the immediate family. Emergency leave shall be deducted from accrued sick leave.
- 13.4 At termination of employment, all covered employees will have Sixty percent (60%) of unused sick leave balance as determined by the last day of employment will be paid as terminal leave benefit, paid at the employee's current pay rate, into the employee's HCSP account.

To receive terminal leave benefits, an employee must leave in good standing and give thirty (30) calendar days notice. The written resignation must state the effective date of the employee's resignation or retirement.

Unauthorized absences from work for a period of three (3) consecutive days may be considered as a resignation without proper notice.

Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

- 13.5 Post - Employment Health Care Savings Plan. The City and Employees find it desirable and beneficial to both to establish a Post-Employment Health Plan also known as a Health Care Savings Plan (HCSP). The terms of that HCSP will be attached as "Memorandum of Agreement".

ARTICLE XIV
LEAVES OF ABSENCE

- 14.1 Military Leave. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence for military service, shall be applicable under this Agreement.
- 14.2 Jury Duty. Any employee called and selected for jury duty shall receive regular compensation and other benefits for such duty. Pay received for jury duty must be given to the Employer by the employee. Pay for the expenses may be kept by the employee.
- 14.3 Parental Leave. Parental leave shall be granted to employees pursuant to Minnesota Statutes Sec. 181.940-944. Such leave shall not exceed six months and shall be without pay, except that accrued vacation time may be used to the extent available. Vacation and sick leave shall not accrue during parental leave. The employee will retain their seniority and may continue group health coverage by paying the appropriate premiums to the City.
- 14.4 General Leave Regulations. All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the Employer can make appropriate adjustments of staff, to ensure a continuation of service to the citizens of the City of Cannon Falls.
- 14.5 Personal Leave Of Absence. Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed ninety (90) days. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the Employer decides on a formal extension of personal leave.
- 14.6 Funeral Leave. Employees will be permitted to use up to five (5) consecutive working days, with pay, as funeral leave upon the death of an of employee's child, spouse/partner, sibling, parent, grandparent, step parent, parent in-law, and grandchild (including step-grandchild, biological, adopted or foster) this paid leave will not be deducted from the employee's vacation or sick leave balance.
- 14.7 Any employee who has worked half-time or more for more than twelve (12) consecutive months, may take unpaid leave for up to a total of sixteen (16) hours per child during any

school year to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. Vacation, flexible or Compensatory Time can be used if available.

ARTICLE XV
HEALTH/LIFE/DISABILITY INSURANCE

- 15.1 Life Insurance. The Employer shall provide \$70,000 of life insurance for each full-time employee.
- 15.2 Disability Insurance. The Employer shall provide long term disability insurance for each full-time employee.
- 15.3 Health Insurance. The Employer shall provide group health insurance available to all full-time employees. The Employer shall provide the employee with health insurance at no cost. The employee may elect additional coverage for family members. The Employer shall pay 50% of the actual cost for elected employee family members.

Employees that elect not to take the group health insurance available shall receive \$100.00 per month for signal coverage and \$175.00 per month for family coverage, if employee has family that could be covered. Such payments should be considered taxable income to the employee.

- 15.4 Health Savings Account. If the employer elects to move from the current insurance offering to a high deductible health plan offered by the Employer, then the Employer shall negotiate with the Union for terms of that impact including but not limited to matching contribution to the employee's Health Savings Account (HSA).
- 15.5 Dental Insurance. The Employer shall make available to the employees a dental insurance program that has family coverage. The Employer shall pay no portion of the premium. Employees electing dental coverage will pay the full cost of the premium.

ARTICLE XVI
CLOTHING ALLOWANCE

- 16.1 The EMPLOYER shall provide all Licensed Law Enforcement Officers with their initial uniform and equipment at beginning employment. If during the probationary period any employee covered by this agreement separates from employment for any reason, all uniforms and equipment purchased by the EMPLOYER shall remain the property of the EMPLOYER and shall be returned to the EMPLOYER within three (3) days of the employee's termination date. After 12 months employment the items become the employees and, the EMPLOYER shall provide employees of the police with a prorated amount for the year if not eligible for a full year amount listed below for the purchase of

such uniforms and equipment.

- 16.2 The uniform allowance of all Licensed Law Enforcement Officers may be used to purchase approved clothing, equipment and for dry cleaning of soiled uniforms. Uniforms that are damaged on-duty to the point that they are unsuitable for further use shall be replaced by the City, such replacement shall not be charged against the employee's uniform allowance. The City Administrator shall be solely responsible to determine when such replacements are necessary according to that department's standard practices.
- 16.3 Uniform Allowance Amounts for Licensed Law Enforcement Officers: 2024 - \$900.00, 2025 - \$950.00, 2026 - \$1000.00
- 16.4 The employer will provide a clothing allowance to the Public Works Director of \$320.00 annually. In addition, any clothing damaged on-duty to the point that they are unsuitable for further use shall be replaced by the City, such replacement shall not be charged against the employee's uniform allowance up to a total of \$620.00. The City Administrator shall be solely responsible to determine when such replacements are necessary according to that department's standard practices.
- 16.5 The employer will provide the uniform and equipment items based on a Quarter Master System for EMS employees.
- 16.6 Employees may either charge a purchase to a City account or submit receipts for reimbursement of uniform and equipment expenses.

ARTICLE XVII
HOLIDAYS

- 17.1 Employees covered by this Agreement shall be granted 11 holiday days at 8 hours per day.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

- 17.2 All hours worked on a holiday shall be paid at one and one half (1 ½) the regular rate of pay, in addition to the pay the employee is receiving for the designated holiday listed above. The employee may choose to apply the holiday to a different day within the pay period, and shall notify the City's designated payroll person when turning in their hours for payroll. In occurrences where the employee has to work on both the holiday and the observed day for the holiday, the employee shall only be paid the one and one half (1 ½) times the regular rate of pay on the actual holiday worked not the observed day.

- 17.3 In addition to the eleven (11) designated holidays, the Employer will grant one paid floating holiday. Such floating holiday shall be taken off at the mutual agreement of the employee and department supervisor.
- 17.4 Upon 10 years of service and every five (5) year intervals thereafter one additional floating holiday will be awarded for that year only.

ARTICLE XVIII
REIMBURSEMENT/LICENSES

- 18.1 Any reimbursement for mileage will be at the current rate set by the IRS as of the date occurrence.
- 18.2 The City shall pay employee's POST license cost, State and/or National Emergency Medical license costs.

ARTICLE XXIII
WAGES

- 19.1 Employees in this Agreement shall be paid according to the City Pay Schedule attached as "APPENDIX A".

Placement of employees on that pay schedule effective January 1, 2024 shall be as follows:

Chief of Police:	Grade 13 / Step 10
Public Works Director:	Grade 12 / Step 5
Police Lieutenant:	Grade 11 / Step 10
EMS Chief:	Grade 11 / Step 10
EMS Lieutenant:	Grade 8 / Step 7

- 19.2 New Hires-Credit for Prior Work Experience. The Employer reserves the right to hire a new employee with the new employee's prior experience at any step in the City's Pay Schedule.
- 19.3 Advancing Steps. Movement to a higher step shall occur only on January 1 of each year. Employees beginning employment prior to August 15 shall advance to the next step on the following January 1. Employment beginning August 15 or after shall advance on the second January 1 following employment.
- 19.4 General wage increase;
2025: 3%
2026: 3%

ARTICLE XX
SAFETY

- 20.1 The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE XXI
LAW ENFORCEMENT RESIDENCE/RESPONSE TIME

- 21.1 The Employer and the Union recognize that a reasonable response time from the employee's residence to locations in Cannon Falls, is a necessary job related concern for the safety and wellbeing of the public and other officers. Thus, the City and the Union agree that a response time limit of 45 minutes from the employee's residence to the corporate limits of the City at an appropriate and acceptable limit, measured during clear weather conditions and traveling at the legal speed limits.
- 21.2 All law enforcement employees of this bargaining unit shall establish residency within the response time limit area within twelve months from the date of hire.

ARTICLE XXII
WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unequivocally waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or conditions of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXVII
DURATION

This Agreement shall be effective as of the 1st day of January 2024 and shall remain in full force and effect until the 31st day of December 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

CITY OF CANNON FALLS

MINNESOTA PUBLIC EMPLOYEES
ASSOCIATION

MEMORANDUM OF AGREEMENT

City of Cannon Falls, Minnesota

and

Minnesota Public Employees Association

EMS LIEUTENANT PARAMEDIC CERTIFICATION

This Memorandum of Agreement is entered into between the City of Cannon Falls (hereinafter “City”) and the Minnesota Public Employees Association (hereinafter “Union”), on behalf of the City’s Supervisors Bargaining Unit.

WHEREAS, the City and Union are parties to a 2024-2026 Collective Bargaining Agreement (hereinafter “CBA”).

WHEREAS, the City wishes to offer EMS Lieutenant Sulo Kyyra the ability to receive Paramedic Certification at the expense of the City.

WHEREAS, the EMS Lieutenant position is covered by the City and Union’s CBA, and

WHEREAS, the City and Union recognize the mutual benefit receiving the Paramedic Certificate provides to both the City and Mr. Kyyra.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The City shall provide for the cost of obtaining Paramedic Certification.
- (2) Costs shall include tuition, books and class time expenses.
- (3) Upon receipt of certificate, Mr. Kyyra shall receive one (1) additional step on the pay scale for his respective Grade at the time he receives certificate.
- (4) This agreement is non-precedent setting and only pertains to Mr. Kyyra in the EMS Lieutenant position. This agreement shall sunset effective the date Mr. Kyyra receives tuition reimbursement and additional step in pay as outlined above.
- (5) This agreement shall sunset effective December 31, 2026. If Mr. Kyyra has not started the Paramedic Certificate training by this date he will forfeit the ability to receive the additional step enumerated herein.

Signatures to follow:

FOR THE CITY

FOR THE UNION

Neil Jensen
City Administrator

Alec Rolain
Union Legal Counsel

Date

Date