## LABOR AGREEMENT BETWEEN THE



#### **AND**

# MINNESOTA PUBLIC EMPLOYEES ASSOCIATION UNION POLICE OFFICERS

January 1, 2023 through December 31, 2024

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#### LABOR AGREEMENT BETWEEN THE CITY OF RED WING AND MINNESOTA PUBLIC EMPLOYEES ASSOCIATION UNION

#### ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2023, between the City of Red Wing, 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 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

#### ARTICLE II. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, for all police personnel in the following job classifications:

#### Police Officer

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

#### 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 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Red Wing Police Department.
- 3.5 EMPLOYER: The City of Red Wing.
- 3.6 <u>CHIEF OF POLICE</u>: The Chief Law Enforcement Officer of the City and the administrative head of the Police Department.
- 3.7 <u>UNION OFFICER</u>: Officer elected or appointed by the Minnesota Public Employees Association Union.
- 3.8 <u>OVERTIME</u>: Work performed at the express authorization of the EMPLOYER in excess of the EMPLOYEE'S scheduled shift.

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 <u>REST BREAK</u>: Periods during the Scheduled Shift during which the EMPLOYEE remains on continual duty and is responsible for assigned duties.
- 3.11 <u>LUNCH BREAKS</u>: A period during the Scheduled Shift during which the EMPLOYEE remains on continual duty and is responsible for assigned duties.
- 3.12 <u>STRIKE</u>: Concerted action in failing to report for duty, the willful absence from one's 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 the employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment, or other action as defined by law.
- 3.13 <u>IMMEDIATE FAMILY</u>: Legal Spouse, children, foster children, siblings, parents, grandparents, aunts, uncles, nephews, nieces, grandchildren, or step-family members of the employee or employee's spouse; and court-appointed permanent members of the employee's household.

#### ARTICLE IV. EMPLOYER SECURITY

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

#### ARTICLE V. EMPLOYER AUTHORITY

- 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.
- 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.
- 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.
- 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 <u>Definition of a Grievance</u>. 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 <u>Union Representation</u>. 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. The UNION shall notify the EMPLOYER in writing of the names of such Union Representatives and of their successors when so designated as provided by Article 6.2 of this Agreement.
- 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 provided that the EMPLOYEE and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 <u>Procedure</u>. 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 such grievance to the Assistant Chief as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 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, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be waived.
  - Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative, which shall be the Police Chief or designee. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

<u>Step 3</u>. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative, which shall be the Council Administrator. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 by means of requesting a list of arbitrators from the Bureau of Mediation Services within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

<u>Step 4.</u> A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

#### 7.5 <u>Arbitrator's Authority</u>.

- 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 <u>Waiver</u>. 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 3, 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 4 of Article VII or a procedure such as: Section 50 of the Red Wing Personnel Rules, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the Arbitration procedure as provided in Step 4 of Article VII. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized - Step 4 of Article VII 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 4 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

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Red Wing. 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. PROBATION

- 9.1 All newly hired or rehired EMPLOYEES will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months (for a total of 18 months) at the Police Chief's discretion.
- 9.2 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 9.3 A newly hired or rehired EMPLOYEE shall earn vacation and sick leave benefits in accordance with the vacation and sick leave articles, but shall not be entitled to use earned vacation until the completion of the first six (6) months of employment.
- 9.4 A promoted EMPLOYEE shall be granted a six (6) month trial period to determine:
  - A. The EMPLOYEE'S ability to perform the job; and
  - B. The EMPLOYEE'S desire to remain on the job.

#### ARTICLE X. SENIORITY

- 10.1 Seniority shall be determined by the EMPLOYEE'S length of continuous employment as a licensed peace officer with the Police Department and posted in an appropriate location.
- 10.2 During the probationary period, a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned EMPLOYEE may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 10.3 A reduction in the work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have the

opportunity to return to work within two (2) years of the time of his layoff before any new EMPLOYEE is hired. Notification shall be by certified letter, and upon receipt of, the EMPLOYEE shall have fourteen (14) days to return to work.

- 10.4 Senior EMPLOYEES will be given preference with regard to transfers and promotions when the job relevant qualifications of EMPLOYEES are equal.
- 10.5 The Union consents to allow any employee in the police supervisors union the right to come back into this unit in the event of demotion or layoff in said supervisors unit.

#### ARTICLE XI. DISCIPLINE

- 11.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one or more of the following forms:
  - A. Oral Reprimand;
  - B. Written Reprimand;
  - C. Suspension;
  - D. Demotion;
  - E. Discharge.
- 11.2 Suspension, demotions or discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge to become part of the EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. The EMPLOYEE will receive a copy of such reprimands and/or notices. The UNION shall have the right to know the result of any disciplinary action taken by the EMPLOYER, but not the EMPLOYEE'S name without the EMPLOYEE'S consent all to the extent permitted by law.
- 11.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 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.
- 11.6 Any grievances relating to a discharge shall be initiated by the UNION in Step 2 (at the department head level) of the grievance procedure under Article VII.

#### ARTICLE XII. OVERTIME

12.1 EMPLOYEES will be compensated at one and one-half (1-1/2) times the EMPLOYEE'S regular pay rate for hours worked in excess of the EMPLOYEE'S regularly scheduled shift. Changes of shifts do not qualify an EMPLOYEE for overtime under this Article. Employees who are forced into work, outside of their scheduled shifts, training or "on-call" responsibilities, and who work six hours or more during the force-in, shall be allowed to record the dates of those force-ins. The documented six hour or greater Force-In shall be taken into consideration and count as "shifts" on the Patrol Schedule Force-In List. This provision will not apply to ERT callouts, as participation in the ERT is voluntary and members attendance is not mandatory,

unless the ERT Member is directly ordered in by a supervising member of the Red Wing Police Department.

- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by EMPLOYEES will for record purposes, under Article 12.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation, over-time hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 EMPLOYEES have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.

#### 12.7 Call-Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1  $\frac{1}{2}$ ) times the employee's base pay rate. Any extension or early report to a regularly scheduled shift for duty does not qualify the employee for any call-back pay.

#### **Court Time**

An employee who is required to appear in court or is subpoenaed to appear in an administrative hearing related to his/her work during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. In order to be entitled to Court Time pay pursuant to this paragraph, the employee must report to work or a court or hearing location. An employee who appears by telephone from his/her home is not entitled to Court Time pay in accordance with this paragraph, and will be compensated in 15 minute increments. An extension or early report to a regularly scheduled shift for a court/hearing appearance does not qualify the employee for the three (3) hour minimum.

Employees required to appear in court during their off-duty time who are canceled after 4:30 p.m. the day before the scheduled date for the Court Time shall receive the Court Time pay. If court is cancelled prior to or at 4:30 p.m. the day before the date for the Court Time, then the Court Time minimum would not be paid to the officer.

12.8 The first forty (40) hours of accumulated overtime would be a choice of compensatory time off or pay at the choice of the EMPLOYEE with scheduling approved by the EMPLOYER; that after forty (40) hours, the EMPLOYER would specify compensatory time or with pay.

#### ARTICLE XIII. WORK SCHEDULE AND HOURS OF WORK

13.1 For purposes of the Fair Labor Standards Act (FLSA), the City and the Union hereby establish and designate a fourteen-day/eighty-six-hour work period. This designation does not impact any right that an officer may have under the contract to receive premium pay (also referred to as overtime pay) at one and one-half times the regular rate of pay for gap hours worked in excess of the normal scheduled shift. See Article XII, Overtime.

Time spent participating in required training will be considered "hours worked" for purposes of the FLSA standard. If an officer participates in approved training, but does not exceed eighty-six hours worked in the fourteen-day period, the officer will be compensated at his/her regular rate of pay for the first six (6) hours of training.

- 13.2 There will be a base patrol hourly rate for all officers. This base is determined by the hourly rate of the grade and step an employee is assigned to. This will be called the base hourly rate.
- 13.3 The night shift overtime rate = base pay + night shift differential x 1.5.
- 13.4 Base Pay for Canine Officer will include their Base Rate plus the additional Premium pay for additional duties as stated in the contract for each position. This rate is calculated by taking the monthly premium rate X 12 months divided by 2080 and then adding that premium rate per hour to the base rate. This rate is then used for their OT rate. Pay for Investigators, School Resource Officers, and Training Officer will include their Base Rate and a bi-weekly stipend. The bi-weekly stipend will become effective the date of the 2023-2024 contract ratification and will not result in any retroactive payment.
- The normal work year is two thousand and eighty hours (2080) to be accounted for by each EMPLOYEE through:
  - A. Hours worked of assigned shifts;
  - B. Holidays;
  - C. Assigned Training;
  - D. Authorized leave time.
- 13.6 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 13.7 Training will be scheduled for a minimum of three (3) or more hours except for firearms (pistol, shotgun and rifle) training, which will be scheduled for a minimum of two (2) hours or more. Mandatory training will be scheduled 14 days prior to the training by written notice.
- 13.8 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.
- 13.9 Definitions
  - A. For the purpose of this Article, a shift shall mean a regularly assigned duty assignment for uniformed officers consisting of ten (10), eleven (11) or twelve (12) consecutive hours or other shifts times mutually agreed to by the Employee and the Employer. The Employer will notify the union prior to the establishment of other shifts for uniformed shifts and a union steward may be present if requested by the employee that may be on another shift. Shifts for the Training Officer, Investigators and School Resource Officer may be in uniform or in civilian clothes. The EMPLOYER reserves the right to re-assign these employees to a uniformed assignment to a shift length as determined by the EMPLOYER. If required, the EMPLOYER may reopen this contract for the purpose of a length of shift change.

- B. A straight shift shall be defined as a shift that is scheduled to be performed during either the day or night hours. A shift commencing between the hours of 6 a.m. and 6 p.m. shall be a day shift; and a shift commencing between the hours of 6 p.m. and 6 a.m. shall be a night shift.
- C. A rotating shift shall be a shift that will regularly alternate between day and night shifts.
- D. A uniformed Patrol officer shall mean any officer of patrolman rank who normally works in uniform.
- 13.10 The average work week is forty (40) hours (2080/52) with the understanding that shift assignments are to be made without reference to the standard seven (7) day period. Management retains the right to determine the number of straight or rotating shifts for each job classification. Straight shifts may be bid on the basis of seniority. Hours within a shift may be bid on the basis of seniority. Management also retains the right to require, with cause, a uniformed officer or supervisor on a straight shift to work an opposite straight shift for up to one calendar year. This shall not stop affected officers who are not under cause from bidding on other open shifts during the year or when the next bid cycle occurs. Management will make every attempt to minimize the effects on the bargaining unit.
- 13.11 Officers will be paid for hours actually worked in each two (2) week pay period. If hours in a regularly scheduled shift span two (2) pay periods, the hours will be paid at the officer's base hourly rate in the pay period in which they were worked. Officers will not receive premium pay (contract overtime) for hours worked as part of a regularly scheduled shift, including hours that span two (2) pay periods.
- 13.12 A change in the shift hours (minimum of 24 hour notice for Patrol Officers and a minimum of 12 hour notice for employees assigned to Investigations) by the EMPLOYER will result in the payment of time and one-half for the hours that are outside of the regularly scheduled shift affected by the change.

#### For example:

Patrol Officer A is scheduled from 1:00 pm until 12:00 am. The employer changes the schedule to 4:00 pm until 3:00 am with a 10 hour notice of shift change. Officer A will be paid time and one-half for the hours between 12:00 am and 3:00 am because these hours are outside of the regularly scheduled shift.

13.13 For each day an officer is scheduled by the Department to be on-call, the officer will be compensated as follows: one straight time (1) hour of wages at the applicable base rate for the officer for every day of such assigned duties; or if mutually agreeable, time added to the officer's compensatory time bank for every day of such assigned duties.

A Field Training Officer (FTO) or a part-time Training Officer would receive additional compensation for such duties as follows:

one straight time (1) hour, or pro rata portion thereof, of wages at the applicable rate for the officer for every full shift of such assigned duties; or if mutually agreeable, time added to the officer's compensatory time bank for every full shift of such assigned duties, or pro rata portion thereof.

#### 13.14 Night Shift Differential:

Employees will receive night shift differential for all hours actually worked between the hours of 6pm and 6am above the base rate. Employees who primarily work the night shift (defined as a shift that begins no earlier than 4pm) will also be paid at the base hourly rate plus night shift differential for accrued time off (vacation, sick and compensatory time) for the hours used between 6pm and 6am.

The amount of the shift differential will be \$0.90 per hour effective January 1,2023 and will increase to \$0.95 per hour on January 1, 2024.

#### For example:

Officer B normally works a day shift and is assigned the (7pm to 6am) 11 hour night shift. The officer calls in sick for the shift. The officer would receive base pay and no night shift differential. Since officer B normally works day shifts they would not receive the night shift differential pay.

#### ARTICLE XIV. SEVERANCE PAY

EMPLOYEES who terminate employment due to death, disability or voluntary resignation in good standing with at least two weeks' prior notice to EMPLOYER, shall be compensated for one-third (1/3) of their accumulated sick leave (up to first 1,000 hours) and one-half (1/2) of their sick leave bank (hours over 1,000). That in the event State law prohibits payment of these accumulated sick leave funds to an EMPLOYEE because they are deemed to be a supplemental pension or deferred compensation plan in addition to the primary pension program, that the EMPLOYER has no obligation to compensate the EMPLOYEE pursuant to this Article. Any accrued benefits (vacation and sick severance) compensatory time severance or year-end comp time paid is reimbursed at the base hourly rate. With the exception of settlement agreements, "in good standing" for purposes of this provision means that the EMPLOYEE has not been advised by the EMPLOYER that his/her employment will be terminated unless he/she resigns.

#### ARTICLE XV. VACATION

#### 15.1 The following minimum vacation accrual schedule is established:

Months of Service		Vacation Accrual Rates	
0 to 24 months	0-2yr	3.08 hrs/biweekly	10 days/yr.
25 to 96 months	2-8yr	4.62 hrs/biweekly	15 days/yr.
97 to 180 months	9-15yr	6.46 hrs/biweekly	21 days/yr.
181 to 216 months	16-18yr	6.77 hrs/biweekly	22 days/yr.
217 to 252 months	19-21yr	7.08 hrs/biweekly	23 days/yr.
253 to 288 months	22-24yr	7.39 hrs/biweekly	24 days/yr.
289 months	25yr	7.69 hrs/biweekly	25 days/yr.

15.2 Vacation in excess of one (1) day must have two (2) weeks prior notice. Vacation leaves may be taken in quarter hour increments.

#### ARTICLE XVI. WAGES

- 16.1 The Employer retains the right to place any new Patrol Officer at a higher pay step based upon their previous experience, training and/or depending on market conditions affecting recruitment and/or retention. Placement at a step above the start rate shall in no way affect the probationary period or seniority status of a newly hired Patrol Officer.
- 16.2 See Appendix A and B attached.

#### ARTICLE XVII. INSURANCE

17.1 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the VEBA for the Open Access Network is \$750 single/\$1500 family. The annual City funding into the VEBA for the Limited Access Network is \$1250 single/\$2500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan.

The EMPLOYER will provide a second option for health insurance in the form of a high deductible plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$1750 single/\$3500 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$2250 single/\$4500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this second option at the end of any plan year.

The EMPLOYER will provide a third option for health insurance program in the form of a high deductible/minimum value plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$2625 single/\$5250 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$3125 single/\$6250 family. In 2023, the City will also provide an Accident Policy through AFLAC for those EMPLOYEES who participate in the high deductible/minimum value plan. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this third option at the end of any plan year.

The 2023 deductible amounts are: basic health insurance program (first option) \$1500/\$3500, high deductible plan (second option) \$3500/\$7000, and high deductible/minimum value plan (third option) \$6350/\$12,700.

The EMPLOYER will provide an EMPLOYEE who has an alternative source of group health coverage that is not a part of the City's group plan an opt-out payment of \$3,600 for the year. (For less than the whole year, the opt-out payment is adjusted proportionately regarding the period for which the City's health coverage would have applied.) No EMPLOYEE will be allowed to waive/reduce existing coverage unless they can offer proof of coverage under an alternative group health plan. Further, no opt-out payment is due if the City knows or has reason to know that the EMPLOYEE or any other member of the EMPLOYEE's expected tax family does not have, or will not have, the alternative coverage.

An EMPLOYEE may qualify as a participant in the Opt-Out program during the plan year if HR is notified of a qualifying life-changing event (e.g., marriage) that provides them with alternative coverage, within thirty days of the event.

The opt-out payment is paid in equal monthly installments on the EMPLOYEE'S 1st pay period of the month. If an EMPLOYEE participating in the Opt-Out program separates employment with the City during a plan year, an opt-out payment continues only through the last payroll period employed.

An opt-out and waiver of health coverage is in effect for only one (1) plan year (January 1-December 31, 2023)

The EMPLOYER will provide a basic dental program. The EMPLOYEE will pay 25% of the premium.

The EMPLOYER will contribute 100 percent of the total monthly cost per employee towards a \$50,000 group term life insurance.

The EMPLOYER shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the EMPLOYEE.

- 17.2 As per MN statute 471 Subd 2b, the statute allows members of the bargaining unit, upon retirement, to continue hospitalization coverage to age 65, under the existing program, at the same rate as the City group, but at the member's expense.
- 17.3 Eligible employees shall have their severance payment deposited to their Voluntary Employee Beneficiary Association (VEBA) account as specified below.

Less than 5 years City employment 5-10 years City employment 10-15 years City employment 15 + years City employment 100 percent cash out 25 percent to VEBA 50 percent to VEBA 100 percent to VEBA

#### ARTICLE XVIII. SICK LEAVE WITH PAY

18.1 Permanent full time EMPLOYEES covered under the Agreement shall be credited sick leave at the rate of 4.62 hours bi-weekly, with a maximum accumulation of 1000 hours. After the EMPLOYEE has accumulated 1000 hours of sick time, the EMPLOYEE will continue to be credited thereafter with sick leave at the rate of .92 hours bi-weekly. Sick leave will not be compounded for time lost from work for such time compensated by Workers' Compensation.

Sick leave will be granted when the EMPLOYEE himself is ill, injured, or disabled and unable to work. In the event sick leave is taken for more than two (2) consecutive work days, the EMPLOYEE agrees to furnish proof of care by a medical doctor. The EMPLOYER reserves the right to medically examine, at the EMPLOYER'S expense, any EMPLOYEE claiming sick leave. In order to receive credit for sick leave, EMPLOYEE agrees that he will report or cause to be reported to his supervisor (or the Senior Officer on duty if the supervisor cannot be reached) before the time he normally reports to work that he is sick. Continued or willful failure to report will be cause to refuse sick leave. Sick leave may be taken in quarter hour increments.

- 18.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 hours and one for any accrued hours over 1000 hours. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.
- 18.3 An employee who participates in the health screening incentive program and meets the eligibility for the next year will be granted a wellness day of eight (8) hours in the first payroll of January to be used in that calendar year. Any individual who qualifies within the year will receive a prorated accrual and will then need to meet the eligibility for the next year. The wellness day is paid time off that the employee may use on a regularly scheduled workday for any reason with prior approval from the employee's supervisor. A wellness day may not be broken into hours and/or divided across multiple workdays and it must be used within the calendar year. Wellness days have no cash value and an unused wellness day will not be paid out to the employee under any circumstances.
- Emergency Leave. A full-time EMPLOYEE shall be granted an emergency leave with pay in the event of a death, serious injury, or a serious or contagious illness within the immediate family. Employees may be granted emergency leave to serve as pallbearers at a funeral; no such leave will be granted for honorary pallbearers. An honorary pallbearer is defined as a pallbearer who is one of a number of individuals designated as honorary pallbearers, such as the entire patrol officer unit. Employees may be granted emergency leave to attend the funeral of an employee of the Red Wing Police Department or a deputy of the Goodhue County Sheriff's Department, as long as the Red Wing Police Department can operate in a safe and effective manner.

<u>Limitations.</u> Emergency leave shall be granted only for the time necessary to attend to the emergency situation and/or make necessary arrangements to handle an emergency. Such leave may include: time needed to travel to and from and attend a funeral including reasonable family services and events, or time needed when an immediate family member is seriously injured or ill, e.g. significant surgery, hospitalization, emergency medical service, recovery after surgery, grief counseling, estate matters, illness recovery or hospice-type arrangements. The request for emergency leave, along with a complete description of the circumstances causing the emergency leave, shall be made to the Police Chief. Careful consideration shall be given to the nature of the emergency and the intent and purpose of this leave.

- . Emergency leave shall be charged as sick leave and limited to no more than 12 days per calendar year. Any emergency leave time over three (3) consecutive days will be evaluated on a case by case basis and must be approved by the Council Administrator.
- 18.5 It is agreed that if an EMPLOYEE of the EMPLOYER shall receive a compensable injury and have accrued benefits under sick leave, the EMPLOYER shall pay the difference between the compensation received by the EMPLOYEE and his regular monthly pay rate, same to be deducted from sick leave benefits.
- 18.6 Sick leave with pay may be used if necessary to care for immediate family members.

#### ARTICLE XIX. UNIFORM ALLOWANCE

19.1 The EMPLOYER will provide all newly hired or rehired employees with an initial uniform issuance which will consist of two (2) pair uniform pants, two (2) long sleeve shirts, two (2)

short sleeved shirts, one (1) break away tie, one (1) "round top" style hat and one (1) Blauer winter jacket, with the understanding that if the newly hired or rehired employee does not pass probation, or leaves within the first year of employment, the EMPLOYER will either be reimbursed for the cost of the above mentioned items or they will be turned back in to the EMPLOYER. Once the newly hired or rehired employee passes probation (1 year), they will become eligible for the uniform allowance, but at a prorated amount based on their hire date.

19.2 EMPLOYEES will be given a uniform allowance to purchased required uniforms. Employees have the sole responsibility to have required uniforms per policy.

Employees must purchase and wear uniforms in accordance with Police Department Policy #1 Uniforms, Grooming, and Officer Appearance. Employees must keep uniforms clean, neatly pressed, unobtrusively repaired and shall be properly worn in accordance with Police Department Policy #1 Uniforms, Grooming, and Officer Appearance.

The carrying of any article or equipment on the employee or in the vehicle not issued by the department is prohibited unless the article or equipment is specifically authorized, in writing, by the Police Chief or designee.

The Uniform Allowance will be \$890.64(3% increase on 1/1/2023) and \$917.36(3.0% increase on 1/1/24). Unless negotiated differently by EMPLOYER and EMPLOYEE, after 1993 the uniform allowance will be increased each year by the amount of the base salary increase received by EMPLOYEES from year to year.

The employee will receive the first half of the uniform allowance in the second pay check in January and the second pay check in July. The payment for each uniform allowance will be made by electronic deposit that is separate from the deposit that is made for the employee's regular pay. This clothing allowance is considered taxable income. Beginning employee's uniform amount will be prorated based on start date in the calendar year. Beginning employees that terminate prior to the end of their probationary period are required to turn in all clothing and equipment purchased with the uniform allowance.

19.3 The EMPLOYER will provide for the following equipment at the time of issuance: department handgun and magazines with holders, radio and related equipment, badges (2 breast and 1 cap), ID, departmental patches, ammunition, belt, handcuff case, handcuffs, holster, flashlight and holder, ASP and holder, chemical aerosol and holder, key holder and any other issued items. Equipment furnished by the EMPLOYER will be returned upon termination /resignation.

#### ARTICLE XX. WORKING OUT OF CLASSIFICATION

- 20.1 EMPLOYEES assigned by the EMPLOYER the responsibilities of a higher job classification for longer than thirty (30) days shall receive the salary schedule of the higher classification for the duration of the assignment over thirty (30) days.
- 20.2 The senior EMPLOYEE shall receive \$1.50 per hour additional compensation when an immediate supervisor is not assigned to at least one (1) hour of any shift.

#### ARTICLE XXI. HOLIDAYS

21.1 EMPLOYEES will receive twelve (12) eight hour holidays, payable in the second pay check in November of each year. The payment for the holiday pay will be made by electronic deposit that is separate from the deposit that is made for the employee's regular pay. Holiday pay-out will be paid at the base rate (no shift differential will be included). Holidays will be prorated for all beginning employees and employees who leave employment prior to the end of the year based on the date of termination in the calendar year. In the event that the employee resigns or is discharged after receiving the holiday pay, the City is authorized to deduct any pay for holidays that occur after the employee's last date of employment from the employee's final paycheck. In the event that the employee's final paycheck is not large enough to re-pay the City for the holidays that occur after the last day of employment, the employee must repay the City within fourteen days of the employee's last date of employment. EMPLOYEES will receive time and one-half their hourly rate for all hours worked on the 11 official City holidays City of Red Wing Employee Handbook and on Juneteenth, if the State of Minnesota recognizes Juneteenth as a paid holiday for State employees. EMPLOYEES must begin their shift on the calendar day of the holiday and the entire shift must be worked to receive pay at time and one-half. If an employee is not scheduled to work on Juneteenth they will not receive holiday pay for that day.

#### ARTICLE XXII. SAFETY

- 22.1 The EMPLOYER and the UNION agree as to the necessity of establishing safe and healthy working conditions. EMPLOYEES are obligated to cooperate in the implementation of regulations establishing such conditions.
- The UNION shall appoint one (1) EMPLOYEE to participate on the city-wide Safety Committee with no loss of regular pay for such participation.

#### ARTICLE XXIII. NON-DISCRIMINATION IN EMPLOYMENT

It is agreed by the EMPLOYER and the UNION that both parties shall provide for equal employment opportunities and membership in the UNION and will not discriminate against any employee on any basis prohibited by state or federal law.

#### ARTICLE XXIV. PRODUCTIVITY

The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the City. To this end the UNION will cooperate with the EMPLOYER in studies intended to measure and improve productivity. The UNION will also encourage its members and officers to make suggestions to the EMPLOYER that in the judgment of said members and officers would aid in improving productivity.

#### ARTICLE XXV. WAIVER

- 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.
- 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 XXVI. DURATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2023 and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27<sup>th</sup> day of March 2023.

FOR THE EMPLOYER:	FOR THE UNION:
City of Red Wing	FOR MINNESOTA PUBLIC EMPLOYEES
,	ASSOCIATION
DocuSigned by:	DocuSigned by:
Mile Wilson	Alec Rolain
⊶Michael⊧Wilson, Mayor	ি সাইণে Rollain, MNPEA Representative
DocuSigned by:	DocuSigned by:
teri Swanson	Lugan Quinn
—ઃ⊪eriઃ®wanson, City Clerk	—⊮keegan-Quinn, Union Steward
DocuSigned by:	DocuSigned by:
kay kulumann	Dan McMalion
──เพลง เลือน New Methlmann, City Council Administrat	

#### 2023 Pay Table-3% General Wage Increase Effective 1/1/23 10 Start 1 year 2 year 3 year 4 year 5 year 6 year 7 year 8 year 9 year year DBM Step **DBM Grade Position** Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 **Points** 10 11 Patrol Officer \$33.27 | \$34.26 | \$35.26 | \$36.26 | \$37.27 | \$38.26 | \$39.25 | \$40.25 | \$41.25 | \$42.25 | \$43.24 B24 2750

Investigator and School

**Resource Officer** 

Start \$1680 Annually
After 12 Months \$3600 Annually

Canine Officer Base + 10 hours of OT monthly

**Training Officer** 

Start \$840 Annually
After 12 Months \$2080 Annually

Pay for Investigators, School Resource Officers, and Training Officer will include their Base Rate and a biweekly stipend. The bi-weekly stipend will become effective the date of the 2023-2024 contract ratification and will not result in any retroactive payment.

\$1000 Stipend to employees actively employed as of June 30, 2023

#### 2024 Pay Table-3% General Wage Increase Effective 1/1/24

Start 6 1 year 2 year 3 year 4 year 5 year 6 year 7 year 8 year 9 year

Position DBM DBM Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 5 Step 6 Step 7 Step 8 Step 9 10 11

Patrol Officer B24 2750 \$34.27 \$35.29 \$36.32 \$37.35 \$38.39 \$39.41 \$40.43 \$41.46 \$42.49 \$43.52 \$44.54

Investigator and School Resource

Officer

Start \$1680 Annually After 12 Months \$3600 Annually

Canine Officer Base + 10 hours of OT monthly

**Training Officer** 

Start \$840 Annually After 12 Months \$2080 Annually



This Memorandum of Agreement ("MOA") is entered into by and between the City of Red Wing ("City") and the Minnesota Public Employees Association Union, Patrol Unit ("Union").

WHEREAS, the Union is party to a collective bargaining agreement with the City in effect until December 31, 2024; and

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The parties agree:

The Uniform Allowance will be \$910.68(3% increase on 1/1/2023) and \$938 (3.0% increase on 1/1/24). Unless negotiated differently by EMPLOYER and EMPLOYEE, after 1993 the uniform allowance will be increased each year by the amount of the base salary increase received by EMPLOYEES from year to year. The employee will receive the first half of the uniform allowance in the second pay check in January and the second half in the second paycheck in July. The payment for each uniform allowance will be made by electronic deposit that is separate from the deposit that is made for the employee's regular pay. This clothing allowance is considered taxable income. Beginning employee's uniform amount will be prorated based on start date in the calendar year. Beginning employees that terminate prior to the end of their probationary period are required to turn in all clothing and equipment purchased with the uniform allowance.

2. The parties agree that the above language will be incorporated into the parties' next collective bargaining agreement unless the parties negotiate different terms for this provision for the next agreement.

By signing below, each party represents that its representative(s) has read and understands this MOA and that the party agrees to be bound by the terms of this MOA.

The Minnesota Public Employees Association

City of Red Wing by: —DocuSigned by:	Union, Red Wing, MN  DocuSigned by:	•
tay tullmann	LUGAN QUINN  AKGEGAP QUINN  Docusigned by:	5/10/2023
Laura Blair —ार्धकासका Blair, Administrartive Services Director	Aluc Kolain	5/5/2023
, and the second	Day McMallon EF BanaMaMahon	5/8/2023

315 West 4th Street Red Wing, MN 55066 Website: www. red-wing.org Phone: 651.385.3600 Fax: 651.388.9608

#### MEMORANDUM OF AGREEMENT: PATROL OFFICERS

The City of Red Wing ("City") and the Minnesota Public Employees Association Union ("Union") hereby enter into this Memorandum of Agreement ("MOA") to agree to revisions to the 2023-2024 Collective Bargaining Agreement ("CBA") between the parties.

WHEREAS, the Union represents patrol officers ("Employees") employed by the City;

WHEREAS, the current CBA entered into between the parties, effective from January 1, 2023 to December 31, 2024, governs the terms and conditions of employment for Employees; and

WHEREAS, the City has recently had difficulty recruiting new employees for open patrol positions and there are currently seven vacancies in the patrol department;

WHERAS, the City has seen a dramatic decrease in the number of applicants for patrol officer positions in the last three years;

WHERAS, seven employees in the patrol and sergeants divisions have left the City's employment within the past twelve months;

WHEREAS, the City believes that it is critical for public health and safety to find an effective means to recruit more applicants, to fill the current vacancies, and to retain current patrol officers and sergeants, and with that goal in mind, the City and Union agree to revise the 2023 and 2024 Pay Tables in the CBA; and

WHEREAS, the City and the Union agree that the revisions to the Pay Tables are not a cost of living or inflationary adjustment, but rather are needed to address a critical shortage of patrol officers and to ensure public safety.

NOW THEREFORE, the City and the Union agree as follows:

- 1. The first three steps in the 2023 and 2024 Pay Tables will be revised so that the current Step 4 is the new Step 1. The parties have also agreed upon new hourly rates for Steps 9-11.
- 2. The Pay Table for 2023 is replaced with the attached Exhibit A.
- 3. The Pay Table for 2024 is replaced with the attached Exhibit B.
- 4. This MOA does not establish any precedent or practice, and neither party may present or rely on this MOA as establishing any precedent or practice. This MOA

reflects the entire agreement between the parties regarding the modification of the Pay Tables in the CBA. This MOA controls to the extent that it conflicts with the CBA. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown by their signatures. This MOA will not become effective unless and until it is approved by the Red Wing City Council and is executed by both parties.

		FOR THE CITY: City of Red Wing
Date:	10-4-23	by Michael Wilson, Mayor
Date:	10-4-2023	by Swanson, City Clerk
Date:	10-4-2023	by Kay Cuhlman Kay Kuhlmann, City Council Administrator
		FOR THE UNION: Minnesota Public Employees Association Union
Date:	09/15/2023	by Alec Rolain, MNPEA Representative
Date:	09/26/23	by Keegan Quinn, Union Steward
Date:	09/27/23	by Dan McMahon, Union Steward

								EXHIBIT	Α											
DBM	Revised DBM Points	Per Co	C Action Range Min	on 09,1	1, 2023													Range Mid	Range Max	Range Spread
		# of Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
A11	667	11	\$25.32	\$26.02	\$26.71	\$27.41	\$28.11	\$28.80	\$29.50	\$30.20	\$30.95	\$31.72	\$32.51					\$28.84	\$32.51	28%
A12	1000	11	\$27.07	\$27.81	\$28.56	\$29.30	\$30.05	\$30.80	\$31.54	\$32.28	\$33.09	\$33.92	\$34.77					\$30.83	\$34.77	28%
A13	1333	11	\$28.82				·			\$34.37								\$32.83	\$37.01	28%
B21	1667	11	\$30.57	\$31.42	\$32.25	\$33.09	\$33.94	\$34.78	\$35.62	\$36.46	\$37.37	\$38.30	\$39.26					\$34.82	\$39.26	28%
B22	2000	11	\$32.32	\$33.21	\$34.10	\$34.99	\$35.87	\$36.77	\$37.66	\$38.54	\$39.51	\$40.50	\$41.51	200				\$36.82	\$41.51	28%
B23	2333	11	\$34.07	\$35.01	\$35.95	\$36.88	\$37.82	\$38.76	\$39.70	\$40.63	\$41.65	\$42.69	\$43.76					\$38.81	\$43.76	28%
B24	2750	11	\$36.26	\$37.27	\$38.26	\$39.25	\$40.25	\$41.25	\$42.25	\$43.24	\$44.32	\$45.43	\$46.57					\$41.30	\$46.57	28%
B25	3250	11	\$38.88	\$39.95	\$41.02	\$42.10	\$43.17	\$44.24	\$45.31	\$46.38	\$47.54	\$48.73	\$49.95	September 1				\$44.30	\$49.95	28%
B31	2750	11	\$36.26	\$37.26	\$38.25	\$39.25	\$40.25	\$41.25	\$42.25	\$43.25	\$44.33	\$45.44	\$46.58					\$41.31	\$46.58	28%
B32	3250	11	\$38.88	\$39.95	\$41.04	\$42.10	\$43.17	\$44.25	\$45.31	\$46.38	\$47.54	\$48.73	\$49.95					\$44.30	\$49.95	28%
C41	3667	13	\$39.73							\$48.15						No.		\$46.99	\$54.46	37%
C42	4000	13	\$41.42												\$56.76			\$48.99	\$56.76	37%
C43	4333	13	\$43.12							\$52.25								\$50.99	\$59.09	37%
C44	4750	13		\$46.60														\$53.50	\$62.00	37%
C45	5250	13	\$47.77							\$57.91								\$56.50	\$65.48	37%
C51	4750	13	\$45.23			-	-		-	\$54.83				\$60.49				\$53.50	\$62.00	37%
C52	5250	13	\$47.77							\$57.91								\$56.50	\$65.48	37%
D61	5667	15	\$48.20												\$66.95			\$59.13	\$70.34	46%
D62	6000	15		\$51.45														\$61.14	\$72.71	46%
D63	6333	15	\$51.47	\$53.14	\$54.80	\$56.45	\$58.11	\$59.77	\$61.44	\$63.10	\$64.76	\$66.41	\$68.07	\$69.74	\$71.48	\$73.27	\$75.10	\$63.14	\$75.10	46%

#### EXHIBIT B

	Stort Streky We	Charles to	There is diffe	Carrie and		Mary - 1 1/2	F 17 1/40		e takin is	Police		Transfer of	200	A FATE	200	- 100		The second	1 Town 15	Men
DBM Grade	DBM Points		Range Min															Range Mid	Range Max	Range
		# of Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
A11	667	11	\$26.08	\$26.80	\$27.51	\$28.23	\$28.95	\$29.66	\$30.38	\$31.11	\$31.88	\$32.67	\$33.49		AND PROPERTY.	Registration.		\$29.71	\$33.49	28%
A12	1000	11	\$27.88	\$28.64	\$29.42	\$30.18	\$30.95	\$31.72	\$32.48	\$33.25	\$34.08	\$34.94	\$35.81		10/10/10/19	100000000000000000000000000000000000000		\$31.76	\$35.81	28%
A13	1333	11	\$29.68	\$30.50	\$31.32	\$32.13	\$32.95	\$33.77	\$34.59	\$35.40	\$36.29	\$37.19	\$38.12	SHOW!	60,00,000,000	HOUSE CHARLE	destant.	\$33.81	\$38.12	28%
821	1667	11	\$31.49	\$32.36	\$33.22	\$34.09	\$34.96	\$35.83	\$36.69	\$37.56	\$38.49	\$39.45	\$40.44		675-6100365		NEWS BEA	\$35.87	\$40.44	28%
B22	2000	11	\$33.29	\$34.20	\$35.13	\$36.04	\$36.95	\$37.87	\$38.79	\$39.70	\$40.70	\$41.72	\$42.76			THE REAL PROPERTY.	SEASON SALES	\$37.92	\$42.76	28%
B23	2333	11	\$35.09	\$36.06	\$37.03	\$37.99	\$38.96	\$39.92	\$40.89	\$41.85	\$42.90	\$43.97	\$45.07			CONTRACTOR OF THE PARTY OF THE		\$39.98	\$45.07	28%
B24	2750	11	\$37.35	\$38.39	\$39.41	\$40.43	\$41.46	\$42.49	\$43.52	\$44.54	\$45.65	\$46.79	\$47.97					\$42.55	\$47.97	28%
B25	3250	11	\$40.05	\$41.15	\$42.26	\$43.36	\$44.46	\$45.57	\$46.67	\$47.77	\$48.97	\$50.19	\$51.45					\$45.63	\$51.45	28%
B31	2750	11	\$37.34	\$38.37	\$39.40	\$40.43	\$41.46	\$42.49	\$43.52	\$44.55	\$45.66	\$46.80	\$47.98					\$42.55	\$47.98	28%
B32	3250	11	\$40.05	\$41.15	\$42.27	\$43.36	\$44.47	\$45.58	\$46.67	\$47.77	\$48.97	\$50.19	\$51.45			SERVICE S		\$45.63	\$51.45	28%
C41	3667	13	\$40.92	\$42.16	\$43.40	\$44.64	\$45.88	\$47.11	\$48.36	\$49.60	\$50.84	\$52.08	\$53.38	\$54.72	\$56.09			\$48.40	\$56.09	37%
C42	4000	13	\$42.66	\$43.95	\$45.25	\$46.54	\$47.84	\$49.13	\$50.41	\$51.71	\$53.00	\$54.30	\$55.65	\$57.04	\$58.46		49% 110/18	\$50.46	\$58.46	37%
C43	4333	13	\$44.41	\$45.75	\$47.09	\$48.44	\$49.79	\$51.14	\$52.48	\$53.82	\$55.17	\$56.51	\$57.93	\$59.38	\$60.86	\$62 V. Viet		\$52.52	\$60.86	37%
C44	4750	13	\$46.58	\$48.00	\$49.41	\$50.82	\$52.23	\$53.65	\$55.06	\$56.47	\$57.88	\$59.29	\$60.78	\$62.30	\$63.86			\$55.10	\$63.86	37%
C45	5250	13	\$49.20	\$50.69	\$52.19	\$53.67	\$55.17	\$56.66	\$58.15	\$59.64	\$61.13	\$62.62	\$64.19	\$65.80	\$67.44	4656		\$58.20	\$67.44	37%
C51	4750	13	\$46.58	\$48.00	\$49.41	\$50.82	\$52.23	\$53.65	\$55.06	\$56.47	\$57.88	\$59.29	\$60.78	\$62.30	\$63.86	ON THE SHAPE		\$55.10	\$63.86	37%
C52	5250	13	\$49.20	\$50.69	\$52.19	\$53.67	\$55.17	\$56.66	\$58.15	\$59.64	\$61.13	\$62.62	\$64.19	\$65.80	\$67.44			\$58.20	\$67.44	37%
D61	5667	15	\$49.65	\$51.25	\$52.85	\$54.46	\$56.06	\$57.66	\$59.26	\$60.86	\$62.47	\$64.07	\$65.67	\$67.27	\$68.96	\$70.68	\$72.45	\$60.91	\$72.45	46%
D62	6000	15	\$51.34	\$52.99	\$54.65	\$56.30	\$57.96	\$59.61	\$61.27	\$62.92	\$64.58	\$66.23	\$67.90	\$69.55	\$71.29	\$73.07	\$74.89	\$62.97	\$74.89	46%
D63	6333	15	\$53.01	\$54.73	\$56.44	\$58.15	\$59.86	\$61.56	\$63.28	\$64.99	\$66.70	\$68.41	\$70.11	\$71.83	\$73.62	\$75.47	\$77.35	\$65.03	\$77.35	46%

#### MEMORANDUM OF AGREEMENT REGARDING EARNED SICK AND SAFE TIME

WHEREAS, the Minnesota Public Employees Association Union – Police Officers ("Union") is the exclusive representative for the police officers ("Employees") employed by the City of Red Wing ("City");

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") for the period of January 1, 2023 through December 31, 2024;

WHEREAS, effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid leave to employees who work in the state consistent with Minnesota Statutes sections 181.9445 through 181.9448;

WHEREAS, for full-time and part-time Employees, other than seasonal and temporary Employees, the City already provides leave that is more generous than the minimum amount of ESST the City is required to provide by law;

WHEREAS, Articles XV and XVIII of the CBA outline Employees' vacation and sick leave benefits; and

WHEREAS, the purpose of this Agreement is to document the City's and the Union's agreement with respect to earned sick and safe time in relation to the CBA.

NOW THEREFORE, the City and the Union agree as follows:

#### 1. Earned Sick and Safe Time Required by Law.

a. Full-time Employees. Full-time Employees (those who work at least forty (40) hours per week) earn vacation leave at a rate more generous than the law governing earned sick and safe time ("ESST"), and thus, their accrual of vacation leave satisfies the City's obligation to provide them with one (1) hour of ESST leave for every thirty (30) hours worked pursuant to the ESST law. Vacation leave accrued throughout the 2024 calendar year will be available for use as ESST hours, as provided in Minnesota Statutes sections 181.9445 through 181.9448, as amended, up to a maximum of forty-eight (48) hours. In the event that a new CBA is not ratified by the end of 2024 and this MOA continues in effect until such ratification, vacation leave accrued in 2025 will be available for use as ESST hours, as provided in Minnesota Statutes sections 181.9445 through 181.9448, as amended, up to a maximum of eighty (80) hours.

**b.** Part-Time Employees Who Qualify for Sick Leave Pursuant to the CBA. For part-time Employees who qualify for sick leave pursuant to the CBA, beginning on January 1, 2024, one (1) hour for every thirty (30) hours of sick leave that they earn will be considered ESST hours, up to a maximum of forty-eight (48) hours for 2024. The remainder of the sick leave hours that they earn will be placed in their regular sick leave bank.

ESST hours not used by part-time Employees before January 1 will carry over for use into the next calendar year. ESST hours can accumulate up to a maximum of eighty (80) hours. If Employees governed by this paragraph fall below the maximum accumulation of ESST hours of eighty (80) hours and have not yet earned the minimum amount of ESST leave to which they are entitled in that calendar year, then they will begin to accumulate ESST hours again.

**c.** Casual and Temporary Employees. For casual and temporary Employees who qualify for ESST hours (they work at least eighty (80) hours in a calendar year) and do not currently qualify for sick leave under the CBA or City policy, beginning on January 1, 2024, they will accumulate ESST hours at the rate of one (1) hour for every thirty (30) hours worked up to a maximum of forty-eight (48) hours in a calendar year.

ESST hours not used by casual and temporary Employees before January 1 will carry over for use into the next calendar year. ESST hours can accumulate up to a maximum of eighty (80) hours. If Employees governed by this paragraph fall below the maximum accumulation of ESST hours of eighty (80) hours and have not yet earned the minimum amount of ESST leave to which they are entitled in that calendar year, then they will begin to accumulate ESST hours again. ESST hours do not have any cash value and will not be paid out when a casual or temporary employee's employment ends.

- d. **Use of ESST.** Leave hours available for use as ESST as set forth in this MOA may be used for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.
- e. Use of Accumulated Sick Leave in Lieu of Vacation Leave for ESST. In lieu of using vacation hours for ESST leave, during 2024, an Employee may elect to use up to forty-eight (48) hours of their accumulated sick leave as ESST leave. In 2025, an Employee may elect to use up to eighty (80) hours of their accumulated sick leave as ESST leave.

- f. **Year measurement.** The year the City uses to measure ESST compliance will run from January 1 to December 31.
- 2. Notice for Use of ESST. If the need for ESST use is foreseeable, an Employee must provide written notice to their immediate supervisor of the intent to use ESST at least seven days in advance. If an Employee's need for use of ESST hours is unforeseeable, an Employee must contact their immediate supervisor by telephone as soon as practicable.

An Employee is responsible for notifying their immediate supervisor of which leave bank they want the ESST hours charged to, meaning that an Employee can designate whether the ESST hours come out of their accumulated sick leave bank or their accumulated vacation bank.

Section 18.1 of the CBA will continue to govern notice for the use of sick leave for non-ESST purposes.

- 3. Use of Non-ESST Sick Leave. The City will only provide ESST-designated leave to the minimum extent required by law. An Employee may only use sick leave that is not available for use as ESST under this MOA for absences as allowed by Article XVIII of the CBA, Sections 18.1, 18.4, 18.5 and 18.6.
- **4. Medical Verification.** Section 18.1 of the CBA is amended as follows:

\* \* \*

Sick leave will be granted when the EMPLOYEE himself is ill, injured, or disabled and unable to work. To the extent permitted by law, in the event sick leave is taken for more than two (2) consecutive work days, the EMPLOYEE agrees to furnish proof of care by a medical doctor. \* \* \*

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**5. Duration.** This Agreement will remain in effect for the duration of the CBA and will automatically sunset when a successor agreement to the CBA is ratified by both parties.

		MINNESOTA FUBLIC EMPLOTEES
		ASSOCIATION UNION – POLICE OFFICERS
Date:	01/18/2024	by Alu R. Rolan
		Alec R. Rolain, MNPEA Legal Counsel

D .	2-13-24	CITY OF RED WING
Date:	2.13.29	Michael Wilson, Mayor
Date:	2-13-24	by <u>kog Kallmann</u> Kay Kuhlmann, Council Administrator
Date:	2-12-2024	by Hri R. Swansok Teri Swanson, City Clerk

#### MEMORANDUM OF AGREEMENT: POLICE OFFICERS

The City of Red Wing ("City") and the Minnesota Public Employees Association Union ("Union") hereby enter into this Memorandum of Agreement ("MOA") to agree to revisions to the 2023-2024 Collective Bargaining Agreement ("CBA") between the parties.

WHEREAS, the Union represents police officers ("Employees") employed by the City;

WHEREAS, the current CBA entered into between the parties, effective from January 1, 2023 to December 31, 2024, governs the terms and conditions of employment for Employees;

WHEREAS, the City recently completed a pay study on the compensation of City employees;

WHEREAS, as a result of the pay study, the City Council adopted a new pay plan on May 28, 2024; and

WHEREAS, due to the adoption of the new pay plan, the City and Union agree to revise the 2024 pay table in the CBA effective July 1, 2024.

NOW THEREFORE, the City and the Union agree as follows:

- 1. The Pay Table for 2024 in the CBA is replaced with the attached Exhibit A, effective July 1, 2024.
- 2. The parties agree that each individual Employee will be placed on the new Pay Table in accordance with Exhibit B.
- 3. This MOA does not establish any precedent or practice, and neither party may present or rely on this MOA as establishing any precedent or practice. This MOA reflects the entire agreement between the parties regarding the modification of the 2024 Pay Table in the CBA. This MOA controls to the extent that it conflicts with the CBA. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown by their signatures. This MOA will not become effective unless and until it is approved by the Red Wing City Council and is executed by both parties.

FOR 7	THE CITY OF RED WING:	- //2
Date:	7,8.24	by Michael Wilson, Mayor
Date:	7-8-24	by Kay Kuhlmann, City Council Administrator

Date:	7-8-2024	by_	Teri Swanson, City Clerk
FOR T	THE UNION:		
Date:	07/01/2024	by_	Alu R. Rolan
			Alec Rolain, MNPEA Representative
Date:	07/01/2024	by_	1100 000
	,		Keegan Quinn, Union Steward
Date:		by_	
			Dan McMahon, Union Steward

Exhibit A - Pay Plan July 2024

	<b>Hourly Min</b>			1	Midpoint			н	lourly Max
Grade	1	2	3	4	5	6	7	8	9
1	\$15.66	\$16.25	\$16.86	\$17.49	\$18.15	\$18.83	\$19.54	\$20.27	\$21.03
2	\$18.33	\$19.01	\$19.73	\$20.47	\$21.23	\$22.03	\$22.86	\$23.71	\$24.60
3	\$19.79	\$20.54	\$21.31	\$22.10	\$22.93	\$23.79	\$24.69	\$25.61	\$26.57
4	\$21.38	\$22.18	\$23.01	\$23.87	\$24.77	\$25.70	\$26.66	\$27.66	\$28.70
5	\$23.73	\$24.62	\$25.54	\$26.50	\$27.49	\$28.52	\$29.59	\$30.70	\$31.85
6	\$24.91	\$25.85	\$26.82	\$27.82	\$28.87	\$29.95	\$31.07	\$32.24	\$33.45
7	\$26.16	\$27.14	\$28.16	\$29.21	\$30.31	\$31.45	\$32.63	\$33.85	\$35.12
8	\$29.04	\$30.13	\$31.26	\$32.43	\$33.64	\$34.91	\$36.21	\$37.57	\$38.98
9	\$32.23	\$33.44	\$34.69	\$36.00	\$37.35	\$38.75	\$40.20	\$41.71	\$43.27
10	\$34.81	\$36.12	\$37.47	\$38.87	\$40.33	\$41.85	\$43.41	\$45.04	\$46.73
11	\$37.59	\$39.00	\$40.47	\$41.98	\$43.56	\$45.19	\$46.89	\$48.65	\$50.47
12	\$39.47	\$40.95	\$42.49	\$44.08	\$45.74	\$47.45	\$49.23	\$51.08	\$52.99
13	\$41.45	\$43.00	\$44.62	\$46.29	\$48.02	\$49.82	\$51.69	\$53.63	\$55.64
14	\$43.52	\$45.15	\$46.85	\$48.60	\$50.43	\$52.32	\$54.28	\$56.31	\$58.43
15	\$45.70	\$47.41	\$49.19	\$51.03	\$52.95	\$54.93	\$56.99	\$59.13	\$61.35
16	\$47.98	\$49.78	\$51.65	\$53.58	\$55.59	\$57.68	\$59.84	\$62.09	\$64.41
17	\$50.38	\$52.27	\$54.23	\$56.26	\$58.37	\$60.56	\$62.83	\$65.19	\$67.63
18	\$52.90	\$54.88	\$56.94	\$59.08	\$61.29	\$63.59	\$65.98	\$68.45	\$71.02
19	\$55.54	\$57.63	\$59.79	\$62.03	\$64.36	\$66.77	\$69.27	\$71.87	\$74.57
20	\$58.32	\$60.51	\$62.78	\$65.13	\$67.57	\$70.11	\$72.74	\$75.47	\$78.30
21	\$62.99	\$65.35	\$67.80	\$70.34	\$72.98	\$75.72	\$78.56	\$81.50	\$84.56
22	\$70.55	\$73.19	\$75.94	\$78.78	\$81.74	\$84.80	\$87.98	\$91.28	\$94.71

#### Exhibit B-2024 Pay Table Updated (Effective 7/1/24)

Start 6 month 1 year 2 year 3 year 4 year 5 year 6 year 7 year

Position	New Grade	Safe Score Points Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Patrol Officer, School Resource Officer, Training Officer	11	260	\$37.59	\$39.00	\$40.47	\$41.98	\$43.56	\$45.19	\$46.89	\$48.65	\$50.47
Investigator	11	265	\$37.59	\$39.00	\$40.47	\$41.98	\$43.56	\$45.19	\$46.89	\$48.65	\$50.47

Investigator and School Resource Officer

Start

\$1680/Annually

After 12 Months

\$3600/Annually

**Canine Officer** 

Base + 10 hours of OT monthly

**Training Officer** 

Start

\$840/Annually

After 12 Months

\$2080/Annually