

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 6, 2026 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

ANNUAL BUSINESS:

1. SET TIME AND HOUR OF REGULAR CITY COUNCIL MEETINGS

Consider adopting Resolution No. 26-01-01 a Resolution to set time and hour of regular City Council Meetings and Work Sessions.

2. DESIGNATE OFFICIAL NEWSPAPER

Consider adopting Resolution No. 26-01-02 a Resolution to designate The Exponent as the official newspaper.

3. DESIGNATE FINANCIAL DEPOSITORIES

Consider adopting Resolution No. 26-01-03 a Resolution to designate the following financial depositories.

- (A) American Federal
- (B) Frandsen Bank & Trust
- (C) RBC Wealth Management
- (D) PMA - 4M Fund

4. DESIGNATE ACH ORIGINATION & ONLINE BANKING

Consider adopting Resolution No. 26-01-04 a Resolution authorizing Persons listed below (subject to any expressed restrictions) is authorized for ACH origination and for online banking:

Name and Title

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

- (A) Mark Olstad, Mayor
- (B) Reid Huttunen, City Administrator/Clerk-Treasurer
- (C) Terry Knudson, HR Generalist
- (D) Karla Anderson, Finance Director
- (E) Renee Kringlen, Accounting Technician

APPROVAL OF MINUTES: NONE

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

5. Consider adopting Resolution No. 26-01-05 designating "C&H Insurance" as the insurance agency to handle the city policy for 2026.
6. Consider adopting Resolution No. 26-01-06 approving the 2026 Administrative Services Agreement with Wex Benefits.
7. Consider adopting Resolution No. 26-01-07 enabling elected and/or appointed officials of the City of East Grand Forks to be covered by the Minnesota Workers Compensation Law.
8. Consider adopting Resolution No. 26-01-08 approving the following City Council Boards & Commission appointments as presented by the appropriate elected officials.
9. Consider approving the Special Event Permit Application for the KC Pro West Youth Snowmobile to be held on Saturday, January 31 and Sunday, February 1 from 8:00 am to 6:00 pm each day on City property near 8th Ave NW and 30th St NW.
10. Consider approving the Special Event Permit Application for the Frozen Feat 5K/10K Run to be held on Saturday, February 14th from 9:00 to 11:00 am on the Greenway Trail near downtown and the River Street parking lot.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

11. Regular meeting minutes of the Water, Light, Power, and Building Commission for December 3, 2025.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

NEW BUSINESS:

12. Consider approving the Labor Agreement for 2026, 2027, & 2028 between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152 and authorize the Mayor and City Administrator to sign the agreement.
13. Consider approving the Labor Agreement for 2026, 2027, & 2028 between the City of East Grand Forks and the International Firefighters Association Local No. 3423 and authorize the Mayor and City Administrator to sign the agreement.
14. Consider approving the Labor Agreement for 2026, 2027, & 2028 between the City of East Grand Forks and the AFSCME Council 65, Local No. 3452 and authorize the Mayor and City Administrator to sign the agreement.
15. Consider approving the Memorandum of Understanding (MOU) between the City of East Grand Forks and AFSCME Council 65, Local No. 3452 for Post Employment Health Care Savings Plan and authorize the Mayor and City Administrator to sign the MOU.
16. Consider adopting Resolution No. 26-01-09 authorizing the compensation plan and cost of living adjustments for all non-union employees for calendar year 2026.
17. Consider adopting Resolution No. 26-01-10 authorizing the City of East Grand Forks non-union employee Insurance Contribution schedule for 2026.
18. Consider adopting Resolution No. 26-01-11 authorizing the promotion of Jack Croaker to the position of Equipment Operator in the Public Works Department at a Grade 11/Step 7.
19. Consider adopting Resolution No. 26-01-12 authorizing the hiring of Renee Olson to the position of City Clerk in the Administration Department at Grade 14/Step 3 at a rate of \$31.22 per hour.

CLAIMS:

16. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment for accounts payable invoices totaling \$444,764.40 and the December 26, 2025 payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

Meeting days and times will be determined at the 1st meeting of the year, January 6, 2026

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

RESOLUTION NO. 26 – 01 – 01

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, regular city council meetings will be held on the first and third Tuesdays of each month at 5:00 p.m. and the work sessions will be held on the second and fourth Tuesdays of each month at 5:00 p.m. for the 2026 year.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 - 01 - 02

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that *The Exponent* is hereby designated as the 2026 official city newspaper, in which shall be published all matters indicated in Section 10.01 of the City Charter.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 - 01 - 03

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the following institutions have presented a proposal to act as depository of City funds and has filed an Assignment of Securities in Lieu of Bond by Public Depository with the Administrator/Clerk-Treasurer of the City of East Grand Forks, Minnesota; now therefore,

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, that the said proposals be hereby accepted and made a part hereof by reference and that the following listed financial institutions, be hereby designated as depositories for the next year in which the Administrator/Clerk-Treasurer of the City shall keep and deposit monies of the City until a new designation is made, subject to the condition that other or additional depositories may be designated at any time:

American Federal
Frandsen Bank & Trust
RBC Wealth Management
PMA - 4M Fund

BE IT FURTHER RESOLVED, that the securities as itemized on the Assignment of Securities filed with the Administrator/Clerk-Treasurer, be hereby approved as security for City Deposits and that the Assignment of Securities be made a part hereof by reference.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is authorized to accept future securities as authorized by law for City deposits.

BE IT FURTHER RESOLVED, that there be no maximum amount which may so be deposited in said depository and that said depository shall furnish proper securities as stipulated by statute.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is hereby authorized for and on behalf of the City to open or continue an account or accounts with and on behalf of the City to open or continue an account or accounts with said depositories and to execute and deliver to said depositories signature card or cards supplied by said depositories containing specimen signatures of officers or other persons hereinafter named and assenting to said depositories' rules and regulations governing accounts, and is also authorized for and on behalf of the City to endorse or cause to be endorsed and to deposit or cause to be deposited in such account or accounts from time to time checks, drafts and other instruments and funds payable to or held by the City.

BE IT FURTHER RESOLVED, That checks, drafts and other withdrawal orders and any and all other directions and instructions of any character with respect to funds of the City now or hereafter with said depositories may be signed by any two of the following, with the exception that the Administrator/Clerk-Treasurer is authorized to make withdrawals and deposits for investment by himself:

Mark Olstad, Mayor
Reid Huttunen, City Administrator/Clerk-Treasurer
Karla Anderson, Finance Director

and said depositories are hereby fully authorized to pay and charge to such account or accounts any checks, drafts and other withdrawal orders so signed, and to honor any directions or instructions so signed, whether or not payable to the individual order of or deposited to the individual account.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is hereby directed to remit funds for payment of both principal and interest as the same become due on all issues of City of East Grand Forks Bonds, Certificates, and other instruments of indebtedness, to the paying agent specified therein.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of January, 2026.

Mayor

RESOLUTION NO. 26 – 01 - 04

CORPORATE AUTHORIZATION RESOLUTION

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City Council of the City of East Grand Forks, Minnesota, has designated American Federal Bank as a depository with ACH origination and online banking; and

BE IT RESOLVED By the City Council of and for the City of East Grand Forks, Minnesota, as follows:

1. The City agrees to the terms and conditions of any account agreement approved by the City Council and properly opened by any representative(s) of the City identified in the following Paragraph 2, and authorizes American Federal Bank to charge the City for all checks, drafts, or other orders, for the payment of money, that are drawn on American Federal Bank by any representative(s) of the City identified in the following Paragraph 2, regardless of by what means the facsimile signature(s) may have been affixed so long as they resemble the signature specimens listed in Paragraph 2 and contain the required number of signatures for this purpose.
2. The persons listed below (subject to any expressed restrictions) are authorized for ACH origination and for online banking:

Name and Title	Signature
(A) Mark Olstad, Mayor	_____
(B) Reid Huttunen, City Administrator	_____
(C) Terry Knudson, HR Generalist	_____
(D) Karla Anderson, Finance Director	_____
(E) Renee Kringlen, Accounting Technician	_____

BE IT HEREBY FURTHER RESOLVED that the City Council has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 - 01 - 05

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

BE IT RESOLVED, that the City Council of the City of East Grand Forks, Minnesota designates "C&H Insurance" as the insurance agency to handle the city property, liability and workers compensation policy for 2026.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: January 6, 2025

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2025.

Mayor

RESOLUTION NO. 26 – 01 - 06

RESOLUTION APPROVING THE 2026 ADMINISTRATIVE SERVICES AGREEMENT WITH WEX BENEFITS

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks employs Wex Benefits to administer the Flexible Benefits Plan for the City of East Grand Forks, and

WHEREAS, the City Council of the City of East Grand Forks, Minnesota, has designated American Federal Bank as a depository.

BE IT RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2026, presented Flexible Benefits Plan effective January 1, 2026, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

BE IT FURTHER RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

BE IT FURTHER RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form in hereby approved.

BE IT FURTHER RESOLVED, by the City Council agrees to the terms and conditions of any account agreement approved by and properly opened by any representative(s) of the City identified in Resolution No. 26-01-04, and authorizes American Federal Bank to charge the City for all checks, drafts, or other orders, for the payment of money, that are drawn on American Federal Bank by any representative(s) of the City identified in Resolution No. 26-01-04, regardless of by what means the facsimile signature(s) may have been affixed so long as they resemble the signature specimens listed in Resolution No. 26-01-04 and contain the required number of signatures for this purpose.

BE IT FURTHER RESOLVED that the City Council has, and at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 – 01 - 07

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota,

WHEREAS, the law enables elected or appointed officials of the City of East Grand Forks to be covered by the Minnesota Workers Compensation Law; and

WHEREAS, the East Grand Forks Mayor and East Grand Forks City Council members' intent is that the Following Board Members be considered employees for the eligibility for Workers Comp coverage purposes.

NOW THEREFORE, BE IT RESOLVED, that the following number of board members be covered by the Minnesota Workers Compensation Law:

Mayor & City Council: 8 Members
Cemetery Commission: 4 Members
Charter Commission: 8 Members
Civil Service Board: 3 Members
Economic Development Authority Board: 7 Members
Senior Citizen Board: 7 Members
Library Board: 7 Members
Parks & Recreation Commission: 7 Members
Planning Commission: 7 Members
Water, Light, Power, & Building Commission: 4 Members
Metropolitan Planning Organization: 3 East Grand Forks Representatives
Red Lake River Corridor: 2 East Grand Forks Representatives
Convention & Visitors Bureau Commission: 1 East Grand Forks Representative
Polk County Planning Commission: 1 East Grand Forks Representative
Pine to Prairie Drug Task Force: 3 East Grand Forks Representatives

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 – 01 - 08

A RESOLUTION DESIGNATING THE COUNCIL’S APPOINTMENT TO THE EAST GRAND FORKS BOARDS AND COMMISSIONS FOR 2026

Council Member _____, supported by Council Member _____ introduced the following resolution and moved its adoption:

WHEREAS, the Council President appoints council members to fill representative positions on various Boards and Commissions of the City of East Grand Forks; and

WHEREAS, these Boards and Commissions are important to the operation of the City due to the value of citizen input on recommendations that are forwarded to the City Council on many important issues.

THEREFORE BE IT RESOLVED, that the City Council of the City of East Grand Forks ratifies the following appointments of Council President Brian Larson to the respective Board and/or Commission:

PINE TO PRAIRIE DRUG TASK FORCE –

Donald Casmey

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of January, 2026.

Mayor

Print

Special Event Application - Submission #580

Date Submitted: 12/16/2025

Please Submit 60 Days Prior to Event

This application and supporting information must be turned in 60 days prior to the event.

Organization Name

Phone Number*

Kc pro west

218-791-5622

Address1

Email Address*

27327 410th Ave sw

Andyzaavoral@rzsinc.com

City

State

Zip

Fisher

Mn

56723

Applicant Name/Contact Person*

Andy zavoral

Email Address*

Phone Number*

Andyzaavoral@rzsinc.com

2187915622

Second Contact Person*

Steph zavoral

Email Address*

Phone Number*

Stephaniezavoral@yahoo.com

2187915977

Special Event Information

All applications will be reviewed by staff. Depending on the type of event, **staff may come back with additional requirements and cost estimates** for the event such as a security plan, medical plan, traffic plan, etc and will be based on what is required for the event to take place.

A clean up deposit may also be required and if the City does not need to take care of any of the clean up, the deposit will be returned once everything has been completed.

Event Title	Type of Event*
Kc pro west	Other

Date(s) and Time of Event*

1/31/2026	08:00 AM	—	2/1/2026	06:00 PM
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Description/Narrative of the Event*

Kc pro west is a youth racing organization that races snowmobiles.
We hold races for kids ages 4-17,
We are a non profit organization.
We have held races in the city in the past and utilize the snow hauled up to the north end of town to build our tracks out of snow.
We have had a great time in the past working with the city of Egf.
We will utilize the grass field to the east of the golf course where the city currently hauls snow.
No street closures are required.
We expect around 100-120 people to attend our event with 30-40 of them being racers.
Information **must** include the location, expected number in attendance, if there will be street closures, blocked parking lots, barricades, cleanup, etc. Send an email to admin@egf.mn if more space is needed.

If you marked *Other* or *City Facility* include what type of event or what facility the application is for.

Event Site Plan/Map*

IMG.jpeg
A site plan or map needs to be included with the application and should include the outline of the entire event area, location of fencing, barriers, stages, tents, vendor area, dumpsters, and anything else related to the event.

****If the plans include closure of a road that is under the jurisdiction of the Minnesota Department of Transportation, another form will need to be completed and submitted to MNDOT for approval.****

Power & Water Requests

All power and water requests must go through and be approved by the Water and Light Commission. **The Water and Light Commission may charge for labor and materials for event related activities.** Contact the Distribution Superintendent by calling (218) 773-0515 between 8am and 4:30pm or email alldsc@egf.mn for further instructions.

River Access*

- ☐ Yes
☒ No

Does this event require river access either going over the ice or on the water?

If yes, complete the form

[The Polk County Boat & Water Event Permit Application](#)

The Polk County Sheriff's Department boat and water permit application must be turned into the Sheriff's Office at least 14 days prior to the event and can be mailed to Polk County Sheriff's Office PO Box 416 or 600 Bruce Street Crookston, MN 56716.

This will need to be approved concurrently with the City's special event application.

Use of DNR Property*

- ☐ Yes
☒ No

Will this event utilize the DNR property (State Recreation Area and River Heights Park)?

If yes, complete the form

[The MN DNR Special Use Permit Application](#)

If yes, there is an additional application that will need to be submitted to the DNR for approval.

The application would be required to be approved concurrently with the City's special event application.

The application will need to be returned to the Red River State Recreation Area 515 2nd St NW East Grand Forks, MN 56721 or emailed it to Catherine.dnr.johnson@state.mn.us.

Request Use of Mobile Stage*

- ☐ Yes
☒ No

Requesting the mobile stage does not guarantee that it is available. It may already be reserved. The daily rental rate is \$250 per day.

Merchandise Vendors*

No 
Will there be merchandise vendors at the event?

Additional Steps May Be Required

City Code requires background checks and transient merchant licenses. A request can be made to City Council to have these requirements waived and that will need to be approved prior to the event.

Alcohol *

No 
Is there a plan to serve alcohol at this event?

If yes, additional license required

If yes, a temporary liquor license will need to be applied for and approved or it will need to be catered in with food. The Administration Office will assist in this process.

Food*

No 
Will there be food served at this event?

Catering or Mobile Food Vendors

[Food Truck/Vending Wagon Information Page](#)

If yes, a caterer would need to have a catering license and mobile food vendors will have to be licensed by the City prior to the event. Vendors can visit the Food Truck or Vending Wagon page for more information or call the Administration Office at (218) 773-2483.

Insurance

The City, at its discretion, may require the Organization/Applicant to obtain liability insurance for any event. If liability insurance is required the following requirements apply:

- Minimum coverage of \$1,000,000 in general liability insurance.
- Organization/Applicant's insurance shall be primary.
- Insurance shall cover liability for injury, death, and property damage including coverage for alcohol related claims if alcohol is served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- If insurance is required, **a Certificate of Liability must be turned at a minimum of ten (10) days prior to the event.**

Notification of Neighborhood(s)

It will be the responsibility of the organization/applicant to notify the residents, businesses, places of worship, and schools that are affected by street closures and/or noise related to your event.

The notice must be given out at least two weeks prior to the event and must include contact information to the organization for concerns or issues.

Add Electronic Initials to Acknowledge Requirement

Az

Release & Indemnification Agreement

Special Event Organizers/Applicant here by acknowledges and agrees to the following:

1. We save, defend, hold harmless, and indemnify the City of East Grand Forks and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the organization's/applicant's event.
2. We hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the special event activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.
3. We further hereby exempt, release and discharge the City of East Grand Forks, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the special event.
4. We hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of East Grand Forks, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota.
5. The **Release and Indemnification Agreement** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged.

I hereby certify that the information contained in the application is true and accurate. I have read, understand, and agree to abide by the rules and regulations of the City of East Grand Forks. I certify on behalf of the host organization to agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event. I certify that I am authorized to execute contracts and other instruments and legally bind the Organization/Applicant.

Electronic Signature Consent

By electronically signing the special event application, the organization/applicant consents the e-signature legally binds them to the terms and conditions of the application and Release and Indemnification Agreement.

E-signature of Organization/Applicant*

Date*

Andy zavoral	12/16/2025
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Print

Special Event Application - Submission #592

Date Submitted: 12/31/2025

Please Submit 60 Days Prior to Event

This application and supporting information must be turned in 60 days prior to the event.

Organization Name

Phone Number*

See Dick Run LLC

7017751115

Address1

Email Address*

28 S 3rd St STE A

dick@rundick.com

City

State

Zip

Grand Forks

ND

58201

Applicant Name/Contact Person*

Richard Dafoe

Email Address*

Phone Number*

dick@rundick.com

7012137017

Second Contact Person*

Adam Rodahl

Email Address*

Phone Number*

adam.rodahl@gmail.com

2186845394

Special Event Information

All applications will be reviewed by staff. Depending on the type of event, **staff may come back with additional requirements and cost estimates** for the event such as a security plan, medical plan, traffic plan, etc and will be based on what is required for the event to take place.

A clean up deposit may also be required and if the City does not need to take care of any of the clean up, the deposit will be returned once everything has been completed.

Event Title	Type of Event*
Frozen Feat 5K/10K Run	Run/Walk

Date(s) and Time of Event*

2/14/2026	09:00 AM	—	2/14/2026	11:00 AM
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Description/Narrative of the Event*

This is a 5K/10K run walk. It will take place on the Greenway bike path. It will start and finish in front of the Blue Moose. 150 - 200 expected participants. No street closures or blocked parking lots required.

Information **must** include the location, expected number in attendance, if there will be street closures, blocked parking lots, barricades, cleanup, etc. Send an email to admin@egf.mn if more space is needed.

If you marked *Other* or *City Facility* include what type of event or what facility the application is for.

Event Site Plan/Map*

Screenshot 2024-02-06 141016.png

A site plan or map needs to be included with the application and should include the outline of the entire event area, location of fencing, barriers, stages, tents, vendor area, dumpsters, and any thing else related to the event.

****If the plans include closure of a road that is under the jurisdiction of the Minnesota Department of Transportation, another form will need to be completed and submitted to MNDOT for approval.****

Power & Water Requests

All power and water requests must go through and be approved by the Water and Light Commission. **The Water and Light Commission may charge for labor and materials for event related activities.** Contact the Distribution Superintendent by calling (218) 773-0515 between 8am and 4:30pm or email alldsc@egf.mn for further instructions.

River Access*

- ☐ Yes
☒ No

Does this event require river access either going over the ice or on the water?

If yes, complete the form**[The Polk County Boat & Water Event Permit Application](#)**

The Polk County Sheriff's Department boat and water permit application must be turned into the Sheriff's Office at least 14 days prior to the event and can be mailed to Polk County Sheriff's Office PO Box 416 or 600 Bruce Street Crookston, MN 56716.

This will need to be approved concurrently with the City's special event application.

Use of DNR Property*

- ☐ Yes
☒ No

Will this event utilize the DNR property (State Recreation Area and River Heights Park)?

If yes, complete the form**[The MN DNR Special Use Permit Application](#)**

If yes, there is an additional application that will need to be submitted to the DNR for approval.

The application would be required to be approved concurrently with the City's special event application.

The application will need to be returned to the Red River State Recreation Area 515 2nd St NW East Grand Forks, MN 56721 or emailed it to Catherine.dnr.johnson@state.mn.us.

Request Use of Mobile Stage*

- ☐ Yes
☒ No

Requesting the mobile stage does not guarantee that it is available. It may already be reserved. The daily rental rate is \$250 per day.

Merchandise Vendors*

No 
Will there be merchandise vendors at the event?

Additional Steps May Be Required

City Code requires background checks and transient merchant licenses. A request can be made to City Council to have these requirements waived and that will need to be approved prior to the event.

Alcohol *

No 

Is there a plan to serve alcohol at this event?

If yes, additional license required

If yes, a temporary liquor license will need to be applied for and approved or it will need to be catered in with food. The Administration Office will assist in this process.

Food*

No 

Will there be food served at this event?

Catering or Mobile Food Vendors**[Food Truck/Vending Wagon Information Page](#)**

If yes, a caterer would need to have a catering license and mobile food vendors will have to be licensed by the City prior to the event. Vendors can visit the Food Truck or Vending Wagon page for more information or call the Administration Office at (218) 773-2483.

Insurance

The City, at its discretion, may require the Organization/Applicant to obtain liability insurance for any event. If liability insurance is required the following requirements apply:

- Minimum coverage of \$1,000,000 in general liability insurance.
 - Organization/Applicant's insurance shall be primary.
 - Insurance shall cover liability for injury, death, and property damage including coverage for alcohol related claims if alcohol is served.
 - The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
 - The City must be named as an "Additional Insured" on the policy.
 - If insurance is required, **a Certificate of Liability must be turned at a minimum of ten (10) days prior to the event.**
-

Notification of Neighborhood(s)

It will be the responsibility of the organization/applicant to notify the residents, businesses, places of worship, and schools that are affected by street closures and/or noise related to your event.

The notice must be given out at least two weeks prior to the event and must include contact information to the organization for concerns or issues.

Add Electronic Initials to Acknowledge Requirement

RD

Release & Indemnification Agreement

Special Event Organizers/Applicant here by acknowledges and agrees to the following:

1. We save, defend, hold harmless, and indemnify the City of East Grand Forks and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the organization's/applicant's event.
2. We hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the special event activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.
3. We further hereby exempt, release and discharge the City of East Grand Forks, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the special event.
4. We hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of East Grand Forks, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota.
5. The **Release and Indemnification Agreement** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged.

I hereby certify that the information contained in the application is true and accurate. I have read, understand, and agree to abide by the rules and regulations of the City of East Grand Forks. I certify on behalf of the host organization to agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event. I certify that I am authorized to execute contracts and other instruments and legally bind the Organization/Applicant.

Electronic Signature Consent

By electronically signing the special event application, the organization/applicant consents the e-signature legally binds them to the terms and conditions of the application and Release and Indemnification Agreement.

E-signature of Organization/Applicant*

Date*

Richard Dafoe	12/31/2025
---------------	------------

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota, held on December 3, 2025, at 8:00 am in the City Council Chambers.
Present: Grinde, Quirk (Interactive Technology), Rapacz, Riopelle
Absent: None

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Todd Grabanski, Steve Emery, Brianna Feil, Corey Thompson, Karla Anderson

It was moved by Commissioner Rapacz supported by Commissioner Quirk to approve the minutes of the previous regular meeting held on November 19, 2025.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to authorize the Secretary to issue payment of the recommended bills \$50,455.63 and payroll \$125,110.93.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to authorize Widseth to prepare Plans & Specifications for the 2026 Lead Service Line Replacement Project.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to award Water Treatment Chemicals as indicated on the 2026 Chemical Bid Tabulation sheet.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to approve the proposed 2026-2028 Union and Non-Union Labor Agreements as presented.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to approve Western Area Power Administration Renewable Energy Credit contracts, No. 25-UGPR-85 and No. 15-UGPR-1035, as presented and instruct the General Manager to electronically sign the amended contracts on behalf of the Water and Light Commission.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Riopelle to adjourn at 8:26 am to the next regular meeting on December 17, 2025, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

Kristen Shipes
Commission Secretary

Request for Council Action

Date: January 6, 2026

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmey, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to approve Labor Agreements with Unions, Non-Union Compensation Plan and Insurance Contributions.

Background:

The City's Personnel Committee has made progress on labor negotiations with its labor unions. As of January 2, 2026 the City has reached agreement with three of its four unions. Agreements are included for City Council action for the following unions:

- Law Enforcement Labor Services
- International Association of Firefighters
- AFSCME Council 65 – Department Heads (Supervisory employees)

The City and each of the three unions have negotiated an updated three-year contract (2026, 2027, & 2028)

- Wage Adjustments:

- Law Enforcement: All patrol and investigations positions in the Union will receive a One Grade increase starting January 1, 2026 as a Wage Market adjustment.
- Firefighters: All firefighters will receive a One Grade increase at a tiered timeline throughout the contract as a Wage Market Adjustment, as follows:
 - Firefighters: Grade 12 to Grade 13, effective January 1, 2026
 - Engineers: Grade 14 to Grade 15, effective July 1, 2026
 - Assistant Chief: Grade 16 to Grade 17, effective January 1, 2027
- AFSCME: There are no grade changes in this group.
- Cost of Living Adjustment (COLA): The proposed contract includes a 4% COLA on each year of the contract (2026, 2027, and 2028)

- Health Insurance Contributions:

- The City will continue to offer its Health Insurance coverage through the Individual Contribution Health Reimbursement Arrangement (ICHRA). The City's identified MN Benchmark Policy saw an approximately 16.63% increase from 2025. The ND Benchmark Policy saw an approximately 4.88% increase from 2025.
- Included in the proposed Union Contracts are the agreed upon Contribution structure, with the City contributing the following percentage of insurance contributions based on the employees' Age and Residence:
 - Employees: up to 100% of Benchmark Plan

- Spouse: up to 95% of Benchmark Plan
- Dependents: up to 90% of Benchmark Plan
- **Non-Union employee Compensation and**
 - The City of East Grand Forks does have some full-time employees which are not in an organized bargaining unit. Historically, the City Council has approved Health Insurance Contributions and Cost of Living Wage Adjustments to the non-union staff in the same amounts as those reached in agreement of the bargaining units.
 - Included in the City Council agenda for approval are resolutions to approve the City's compensation schedule and health insurance contributions for non-union employees.
- **Teamsters Union**
 - The Teamsters Union, which represents Public Works and Parks Maintenance employees, remains in negotiations with the City.

Budget Impact:

The 2026 City Budget approved in December, 2025 includes the above referenced Wage Adjustments, Cost of Living Adjustment and Health Insurance Contributions.

Firefighter Pay Grade adjustments for Fire Engineers (effective July 1, 2026) was not included in the 2026 Budget approval on December 16, 2026. This grade adjustment has a budget impact of approximately \$10,000 in additional base wages/compensation to the department.

Recommendation:

- Approve the agreed upon Union Contracts with the following union groups:
 - Law Enforcement Labor Services (LELS)
 - Fire Fighters Union (IAFF)
 - AFSCME Council 65 (Dept. heads) Supervisory Employees
- Approve the Non-Union Employee Compensation Plan and Non-Union Employee Health Insurance contribution tables.

Attachments

Union Contracts for:

- Law Enforcement Labor Services
- International Association of Firefighters
- AFSCME Council 65 – Department Heads (Supervisory employees)
- Resolution approving the Non-Union employee compensation plan for 2026
- Resolution approving the Non-Union health insurance contributions for 2026

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**LAW ENFORCEMENT LABOR SERVICES, INC.,
LOCAL NO. 152
(POLICE DEPARTMENT EMPLOYEES)**

JANUARY 1, 2026

through

DECEMBER 31, 2028

TABLE OF CONTENTS

Article	Page
ARTICLE 1: PURPOSE OF AGREEMENT	2
ARTICLE 2: DEFINITIONS.....	2
ARTICLE 3: RECOGNITION	3
ARTICLE 4: EMPLOYER AUTHORITY.....	3
ARTICLE 5: UNION RIGHTS	3
ARTICLE 6: GRIEVANCE PROCEDURE.....	4
ARTICLE 7: SAVINGS CLAUSE.....	7
ARTICLE 8: LEAVES OF ABSENCE.....	7
ARTICLE 9: DISCIPLINE.....	8
ARTICLE 10: INSURANCE.....	9
ARTICLE 11: HOLIDAYS	11
ARTICLE 12: VACATION.....	13
ARTICLE 13: SICK LEAVE	14
ARTICLE 14: HOURS OF WORK, WORK WEEK	16
ARTICLE 15: OTHER PAY	16
ARTICLE 16: UNIFORM EXPENSES, ALLOWANCE, OTHER BENEFITS	18
ARTICLE 17: TRAINING AND TRAINING PAY	18
ARTICLE 18: WAIVER.....	19
ARTICLE 19: DURATION.....	19
SCHEDULE A: COMPENSATION 2026 – 2028	21
SCHEDULE B: HEALTH INSURANCE CONTRIBUTION TABLES.....	25-26

ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is made and entered into between the City of East Grand Forks, Minnesota, and the Law Enforcement Labor Services, Inc. Pursuant to Minnesota Statutes, the intent and purpose of this AGREEMENT is as follows:

- Section 1.1 To establish and memorialize the parties' AGREEMENT concerning wages and other terms and conditions of employment for the duration of such AGREEMENT; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 CALENDAR DAYS: Calendar days, excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.2 DEPARTMENT: The Police Department of the EMPLOYER.
- Section 2.3 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.4 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.5 EMPLOYEE: A member of the bargaining unit.
- Section 2.6 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, and the children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.7 UNION: Law Enforcement Labor Services, Inc.
- Section 2.8 UNION REPRESENTATIVE: EMPLOYEES of the UNION.
- Section 2.9 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.10 WORKING HOURS(S): The hours in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all EMPLOYEES included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER.

ARTICLE 4: EMPLOYER AUTHORITY

- Section 4.1 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 establish work schedules, to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees; to lay off employees; to assign duties, tasks, jobs, and overtime to employees; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- Section 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- Section 4.3 Subcontracting. The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting employee work should such subject arise during the term of this agreement.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

Each EMPLOYEE will have the right to request and be allowed dues check off for the UNION. Upon receipt of a properly executed authorization card from an EMPLOYEE, the EMPLOYER will deduct from the EMPLOYEE'S paycheck the monthly dues that the EMPLOYEE has agreed to pay the UNION. All such sums so deducted from the EMPLOYEE'S paycheck shall be remitted to the UNION. The UNION shall furnish the EMPLOYER with a list of those EMPLOYEES who are certified members of said UNION.

Section 5.2 Payroll Savings.

EMPLOYER agrees to deduct an amount pre-arranged by the EMPLOYEE for the EMPLOYEE'S savings. The amount to be deducted for the EMPLOYEE'S savings will be remitted to any bank so deemed by the EMPLOYEE.

Section 5.3 Facilities.

The EMPLOYER shall make available to the UNION REPRESENTATIVE mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.

Section 5.4 Bulletin Board.

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political in nature, nor detrimental to the EMPLOYER.

Section 5.5 Indemnification.

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 action taken by the EMPLOYER under all provisions of Section 5.1 if the UNION is at fault.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 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.

Section 6.2 Union Representatives.

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 grievance representatives and of their successors when so designated.

Section 6.3 Processing of a Grievances.

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 the 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

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.

Section 6.4 Procedure.

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE or 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 in writing to the EMPLOYEE'S supervisor 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. The UNION may present and discuss a grievance at Step 1 if five (5) or more EMPLOYEES are affected by it and the UNION presents and discuss the grievance on behalf of such EMPLOYEES. 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, and the remedy requested 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 considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 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 Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. 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 or Step 5 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 or Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to the Minnesota Bureau of Mediation Services for mediation if mutually agreed upon in writing, including email, by the UNION and the EMPLOYER. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) CALENDAR DAYS following mediation. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 5. A grievance unresolved in Step 3 and/or Step 4 and appealed to Step 5 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 Minnesota Statutes, Section 626.892.

Section 6.5 Arbitrator's Authority.

Subsection 6.5.1 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.

Subsection 6.5.2 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 the close of the hearing or the submission of briefs by the parties, whichever be 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.

Subsection 6.5.3 The fees and expenses for the arbitrator's services 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.

Section 6.6 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 specified 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 UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

Section 6.7 Choice of Remedy.

If a grievance remains unresolved after Step 4 of Section 6.4 and the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Section 6.4 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 5 of Section 6.4, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the State of Minnesota and the United States of America. In the event any provision of this AGREEMENT shall be held 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 provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave.

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS off with pay in the event of a death in the EMPLOYEE'S immediate family. Additional WORKING DAYS for funeral leave may be granted at the discretion of the Chief of Police for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation leave.

Section 8.2 Jury Duty.

All EMPLOYEES will receive an automatic leave of absence when called for jury duty. EMPLOYEES will be paid by the EMPLOYER the difference of their hourly wage equivalent per Schedule A and the amount received as juror (less any amount received for mileage or expense allowance)

Section 8.3 Other Leave.

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the Chief of Police. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the Chief of Police within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leave of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Council and shall cause the EMPLOYEE'S

anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) WORKING DAYS.

Section 8.4 Parenting Leave.

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

Section 8.5 MN Paid Family & Medical Leave

Effective January 1, 2026 the EMPLOYER and EMPLOYEE shall equally share the cost of premiums required by Minnesota's Paid Family and Medical Leave (PFML) law under Minnesota Statutes Chapter 268B. The total premium, as set by the Minnesota Department of Labor, shall be split 50% by the Employer and 50% by the employee. The EMPLOYEEs share will be collected through payroll deduction. The EMPLOYER will pay its share of the premium amount according to the same schedule.

The employer reserves the right to meet its obligations under the Paid Family and Medical Leave law through participation in the State-administered program or through a private plan that complies with all applicable provisions of Minnesota law.

The EMPLOYEE may use their vacation, sick leave, or other accrued paid time off provided for in this CBA as a supplemental benefit by employees who qualify for use of the Minnesota Paid Family and Medical Leave program. The total amount of PFML benefits provided, plus the use of accrued leave shall not exceed 100% of the regular wages of the EMPLOYEE.

An EMPLOYEE may, at their discretion, utilize their accrued leave, other forms of paid time off or disability insurance program benefits in lieu of the Paid Family & Medical Leave benefit.

ARTICLE 9: DISCIPLINE

Section 9.1 The EMPLOYER will discipline EMPLOYEEs for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

Section 9.2 Suspensions, demotions and discharges will be in written form.

Section 9.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be provided to and acknowledged by signature of the EMPLOYEE. EMPLOYEEs and the UNION will receive a copy of such reprimands and/or notices. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two

years provided the EMPLOYEE has not been involved in progressive disciplinary action.

- Section 9.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- Section 9.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative of the EMPLOYEE'S choice present at such questioning.
- Section 9.6 Grievances relating to this ARTICLE may be initiated by the UNION at Step 2 of the grievance procedure under ARTICLE 6 of this AGREEMENT.
- Section 9.7 During their probationary period, employees may be discharged at any time without cause, except for employees promoted to a classification or position. Such discharge cannot be grieved through Article 5 of this agreement. Employees promoted to a classification or position may be demoted at any time without cause to the classification or position from which they were promoted during their probationary period. Such demotion cannot be grieved through Article 5 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

- Subsection 10.1.1 Individual Coverage Health Reimbursement Arrangement (ICHRA):
Effective for calendar year 2026, the EMPLOYER shall contribute health insurance premiums to be used toward the EMPLOYERs selected Benchmark ICHRA Policy. The Benchmark Policy will be selected for all States in which the EMPLOYER has EMPLOYEES residing, and the Benchmark Policy shall be used for the Purpose of setting monthly EMPLOYER premium contributions. EMPLOYEES will have the opportunity to shop for ICHRA eligible policies through the EMPLOYERS selected Health Insurance/ICHRA vendor.
- Subsection 10.1.2 Insurance Premium Contributions:
Effective January 1, 2026 through December 31, 2026, based upon the age and residence of the EMPLOYEE and the EMPLOYEES eligible spouse and dependents, the EMPLOYER shall contribute up to 100% of the employees identified Benchmark ICHRA Policy, and up to 95% of the employees spouse, and 90% of the employees dependents, as described on the Contribution Table for employees residing in MN and ND Rating Areas, as shown in Schedule B of this CBA.
- Subsection 10.1.3 Health Insurance Premium Increases:
Effective each year of the contract beyond 2026, the EMPLOYER shall increase the EMPLOYER contribution to cover premium increases up to

10%. In the event the insurance premium increase is greater than a 10% increase to the EMPLOYER contribution, the EMPLOYEE will then increase its premium contribution up to 10%. In the event the insurance premium increase is greater than 20% overall, Subsection 10.1.2 & Schedule B for insurance premium contributions will be re-opened for negotiation.

- Subsection 10.1.3 Health Savings Account (H S A) – For EMPLOYEES enrolled in an eligible High Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to \$3,200 per calendar year for SINGLE and FAMILY plans. The EMPLOYEE must contribute a minimum of \$1,200 per calendar year into the H.S.A. to meet the maximum stated EMPLOYER contribution. EMPLOYER contributions will be made in bi-weekly installments.
- Subsection 10.1.4 Voluntary Employees Beneficiary Association (VEBA) –For EMPLOYEES enrolled in the City’s ICHRA Insurance Plan but are ineligible for an HSA due to other coverage (Medicare, the EMPLOYER will contribute up to \$3,200 into a VEBA account. Contributions will be made in bi-weekly installments.
- Subsection 10.1.5 Insurance Plan Offering/Carrier: The selection of the insurance plan offering/carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above in subsection 10.1.2 and Schedule B shall be borne by the EMPLOYEE and made by payroll deduction.
- Subsection 10.1.6 EMPLOYER recognizes Minnesota Statute 299A.465 regarding continued health insurance coverage for the spouse and dependents of a peace officer, firefighter, or volunteer firefighter killed in the line of duty. To comply with MN Statute 299A.465 subd. 2 “Continued Spouse and Dependent Coverage” the City sponsored ICHRA Insurance Holiday will be recognized as the employers Group Insurance Coverage.
- Subsection 10.1.7 Scope of EMPLOYER Responsibility: The EMPLOYER’S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE’S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Section 10.2 Life Insurance.

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$50,000 for the EMPLOYEE.

Section 10.3 Disability Insurance.

The EMPLOYER will provide disability insurance equal to the policy provided for the East Grand Forks Fire Department and contribute an annual dollar amount toward the premium of that insurance which is equal to the dollar amount being provided for the Fire Department. This policy will in no way affect or be affected by the EMPLOYEE'S sick leave or Worker's Compensation benefits as set in Article 13.

Section 10.4 False Arrest Insurance.

The EMPLOYER agrees to contribute the full premium of false arrest insurance.

Section 10.5 Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

The EMPLOYER shall provide for the participation of EMPLOYEES in the MSRS HCSP. Eligibility for participation by EMPLOYEES will begin effective January 1, 2021 and continue unless specifically terminated by both the UNION and EMPLOYER. The EMPLOYER will handle the administrative responsibilities of remitting and accounting for the EMPLOYEES' contributions to the MSRA as required by the MSRS. Contributions to the HCSP will be established by a majority vote by the UNION and identified in an accompanying MOU.

Individual EMPLOYEES may neither increase nor decrease their individual contributions from the amount established in the MOU.

Individual EMPLOYEES may select their individual investment options from the list of options made available to EMPLOYEES by MSRS.

ARTICLE 11: HOLIDAYS

Section 11.1 **12-Hour Patrol Shift Assignments:**

Patrol Officers, Patrol Corporals, and Patrol Sergeants assigned to 12-hour patrol shifts are to earn vacation time in lieu of thirteen (13) holidays per year for a total of 156 hours of "PD Holiday."

The thirteen (13) holidays are:

New Year's Day
Martin Luther King Day
President's Day
Easter Sunday
Memorial Day
Juneteenth
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday – 1 day

Martin Luther King Day, which shall be treated as a floating holiday, and the one (1) floating holiday shall be used at the approval of the Chief of Police.

Patrol Officers, Patrol Corporals, and Patrol Sergeants will designate 13 days as “holiday days off” for which they will be charged twelve (12) hours of PD holiday time each.

Section 11.2 8-Hour Non-Patrol Shift Assignments

Employees covered by the CBA who are assigned to 8-hour shifts (i.e. Administrative Assistant-Dispatcher/Jailer, Detective, Drug Task Force Commander, and/or Lieutenant) will earn vacation time in lieu of the below listed holidays. Full day holidays will count for eight (8) hours each and the ½ day holidays will count for four (4) hours each.

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday - 1/2 day (4 hours)	<i>Christmas Eve - 1/2 day (4 hours)**</i>
Memorial Day	Christmas Day
Juneteenth	<i>New Year's Eve - 1/2 day (4 hours)**</i>
Fourth of July	Floating Holiday - 1 day
Labor Day	

Employees covered by the CBA who are assigned to 8-hour shifts, will designate vacation time in lieu of the listed holidays as “holiday days off” for which they will be charged eight (8) hours of PD holiday time each full day holiday and four (4) hours of PD holiday time for each ½ day holiday.

***In those years when Christmas Day and New Years Day falls on a Tuesday, Wednesday, Thursday, or Friday employees shall receive ½ day (4) hours Holiday for both Christmas Eve and New Years Eve. In those years that Christmas Day and New Years Day fall on a Saturday, Sunday, or Monday the ½ day (4) hours for both Christmas Eve and New Years Eve will not be granted.*

Section 11.3 Inclement Weather Closing: On days and times when City Offices are closed due to inclement weather by the City Administrator or Mayor, non-emergency Employees covered by the CBA, assigned to 8-hour shifts will be excused from duty with pay.

Section 11.4 Patrol Officers, Patrol Corporals, and Patrol Sergeants who work on any of the twelve (12) named holidays shall be paid at one and one-half (1 ½) times their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday. Employees working in a patrol capacity on Memorial Day, 4th of July, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at twice their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday.

Section 11.5 Employees who are not engaged in patrol duties and are generally scheduled on a Monday – Friday 8-hour shift are encouraged to use their earned PD Holiday on the named holiday but may choose to voluntarily work on any of the named holiday. Holidays worked voluntarily will be paid at straight time. Holidays where 8-hour non-patrol employees are **involuntarily** called in shall be paid at one and one-half (1 ½) times their normal hourly wage. Specified Holidays (4th of July, Labor Day, Memorial Day, Christmas Day and Thanksgiving Day) where non-patrol employees are **involuntarily** called in shall be paid at twice their normal hourly wage.

ARTICLE 12: VACATION

Section 12.1 All full time EMPLOYEES hired before January 1, 2010 shall be eligible for an annual paid vacation, at their hourly wage equivalent per Schedule A of this AGREEMENT, pursuant to the following schedule:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours

Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours

Vacation accumulations will be charged for actual hours used.

Section 12.2 Any EMPLOYEE whose employment with the EMPLOYER exceeds twelve (12) months of service with the EMPLOYER and whose employment ends shall be paid for all unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designating the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 13: SICK LEAVE

Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S hourly wage equivalent per Schedule A of this AGREEMENT.

Section 13.2 Earned Sick and Safe Time: The EMPLOYER will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Section 181.9440 – 181.9448. The EMPLOYERS ESST Policy will apply to EMPLOYEES to the extent it does not conflict with this AGREEMENT.

Section 13.3 Working days only shall be counted when computing sick leave. An eighty percent (.8) conversion will be used for twelve (12) hour shifts. Example: A twelve (12) hour shift would reflect use of nine and six-tenths (9.6) hours. The eighty percent (.8) conversion only applies to full shifts.

Section 13.4 Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 13.5 When an EMPLOYEE is eligible for workers' compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to

the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

Section 13.6 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time based on calculations noted in Section 13.3.

Section 13.7 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance and will be for the actual time required. This time shall be charged against the EMPLOYEE'S sick leave account.

Section 13.8 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 13.9 Upon resignation, retirement, death or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received.

Upon resignation, retirement, death or disability of an EMPLOYEE hired on or after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received.

Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.10 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick leave hours compensation at the EMPLOYEE'S hourly wage then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in

any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year.

EMPLOYEES hired after January 1, 2004 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back sick leave hours under this section prior to December 1 of that year.

ARTICLE 14: WORK WEEK

Section 14.1 The normal work day for full time patrol personnel shall be 8 to 12 hours. The normal work year for full-time EMPLOYEES shall be two thousand and eighty (2080) hours to be accounted for by each EMPLOYEE through:

- a. hours worked on assigned shifts;
- b. holidays;
- c. assigned training; and
- d. authorized leave time.

Section 14.2 Nothing listed 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.

Section 14.3 New schedules will be posted 30 days in advance, except for an emergency.

ARTICLE 15. OTHER PAY

Section 15.1 Extension of Shift.

Time worked in excess of an EMPLOYEE'S WORKING HOURS shall be compensated at the rate of one and one half (1 ½) times the employee's hourly wage equivalent per Schedule A. Upon mutual agreement of the Chief of Police and the affected employees, the EMPLOYEE(s) will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence. An EMPLOYEE may not earn within any calendar year nor accumulate at any time more than ninety-six (96) hours of compensatory time. All accumulated compensatory time in excess of forty-eight (48) hours will be paid out on the first payroll in December.

Section 15.2 Call Back.

If an Employee works on behalf of the DEPARTMENT in response to a call back after being relieved from duty and outside of their scheduled shift for any matter, including, but not limited to, court appearances or police affiliated matters, such

work will be considered overtime hours and will be compensated as such for at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A with a minimum of four (4) hours of pay at this rate. Shift extensions of 60 minutes (one hour) or less prior to or subsequent to a scheduled shift shall not be considered a call back subject to the four (4)-hour minimum.

The City will compensate EMPLOYEES with a minimum of four (4) hours of pay for each distinct and separate call back for duty without regard for a four (4) hour window.

EMPLOYEES will only request a three (3) hour (not a four (4) hour) "CALLBACK" for voluntary duties, to include but not limited to pre-scheduled: parades, community policing, community meetings, etc. EMPLOYEES will be permitted to go off duty when the task is completed and not held for the full three (3) or four (4) hours. For all hours over the minimum three (3) or four (4), necessary to complete the task, appropriate overtime will be requested for additional hours worked.

EMPLOYEES who have gone off-duty, who are called back for any additional tasks, will be subject to a new four (4) hour CALLBACK. For Department Meetings, EMPLOYEES will only request overtime for hours worked, unless meetings are specifically deemed "mandatory," then they will fall under the "CALLBACK" definition (four hours).

The City "will not apply "PYRAMIDING" restrictions to multiple "CALLBACKS" in a four (4) hour window.

Section 15.3 Court Cancellation Pay.

If a Patrol Officer, Patrol Corporal, or Patrol Sergeant is required to appear in court for police affiliated matters, the appearance is canceled, and the first attempt to notify the employee of such cancellation is made after 5:00 p.m. on the calendar day prior to the court date, the employee will be compensated at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A for three (3) hours of pay at this rate.

Section 15.4 No Pyramiding.

For the purpose of computing compensation in this Article or Section 11.2, hours worked eligible for compensation in this Article, Section 11.2 or at a rate greater than the employee's hourly wage equivalent per Schedule A as required by law shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 15.5 Special Operations Group

EMPLOYER will pay each assigned member of the Grand Forks Regional Special Operations Group with a monthly bonus payment of \$100 per month for the months they are assigned to the Special Ops Group. Current Special Operations teams include Water Operations/Water Rescue, Negotiations, SWAT, Unmanned Aircraft Systems (UAS), and Bomb Squad.

ARTICLE 16: UNIFORM EXPENSES, ALLOWANCE, EMPLOYER PROVIDED BENEFITS

Section 16.1 Expenses.

EMPLOYER will pay all reasonable and necessary expenses in connection with the clothing uniforms for members of the DEPARTMENT, including Administrative Assistant-Dispatchers. This section does not apply to clothing suitable for everyday wear.

Section 16.2 Allowance.

An annual allowance will be made available to each EMPLOYEE for Duty Gear. Employees will receive Duty Gear Allowance once yearly to be paid out with their CTO Payout. The allowance amount will be adjusted annually based on the agreed upon COLA related to wages.

2025 - \$247.75

2026 x 4% = \$257.66

2027 x 4% = \$267.97

2028 x 4% = \$278.69

Section 16.3 Cellular Phones

Effective beginning January 1, 2024, Patrol and Investigation Officers will be provided with a city-issued cellular phone for conducting city and police department business. Employees who receive a cellular phone provided by the Pine to Prairie (P2P) Drug Task Force will not be included in the city-issued cell phone or Personal Cell Phone Reimbursement program. The Admin Assistant-Dispatcher/Jailer may be provided with a city-issued cellular phone, at the discretion of the Chief of Police, based on the assigned duties/responsibilities of the position.

The Part-time Admin Assist/Dispatch/Jailer is not included in the city-issued cell phone nor personal cell phone reimbursement program.

Section 16.4 Health Club Membership

EMPLOYER will enter into an agreement with Anytime Fitness at a rate of \$1500 per year for all UNION EMPLOYEES to have access to Anytime Fitness, East Grand Forks on a single health club membership.

The EMPLOYEE is responsible for the personal purchase of the Anytime Fitness required key fob. Any additional training, programming, or coaching fees will be at the obligation of the EMPLOYEE.

ARTICLE 17: TRAINING AND TRAINING PAY

Section 17.1 The EMPLOYER will make available such training as is required for EMPLOYEES to maintain licenses or certifications, or as is required by the EMPLOYER or the State of Minnesota. Costs incurred in attending this training will be paid by the EMPLOYER.

Section 17.2 The time an EMPLOYEE spends attending training specified in Section 17.1 of this AGREEMENT shall be considered WORKING HOURS for the purpose of computing wages and other benefits provided by this AGREEMENT.

Section 17.3 The EMPLOYER will reimburse officers for their POST license fee upon presentation of a receipt or other evidence that their license fee has been paid.

ARTICLE 18: WAIVER

Section 18.1 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.

Section 18.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions 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 unqualifiedly 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 and condition 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 parties at the time this contract was negotiated or executed.

ARTICLE 19: DURATION

This AGREEMENT will be in effect as of January 1, 2026, and will remain in full force until December 31, 2028, and will continue from year to year thereafter unless either party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

*****Signature Page to Follow*****

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2025.

City of East Grand Forks

**Law Enforcement Labor Services, Inc.,
Local No. 152**

By: _____
Mayor

By: Doug Henning
Business Agent

Dated: _____

Dated: 12/31/2025

By: _____
City Administrator/Clerk-Treasurer

By: Alan Sol
Union Steward

Dated: _____

Dated: 12/31/2025

SCHEDULE A COMPENSATION

Commencing January 1, 2026, The EMPLOYER will compensate its EMPLOYEEs based on the City's adopted 10-Step Compensation Plan. The Pay Grade by position and rates contained in the Compensation Plan herein refer to annual salaries upon which wages are based.

Effective January 1, 2026 the EMPLOYER agrees it will advertise the starting wages for any open positions within the UNION starting at the equivalent to Step 3 on the corresponding Compensation Plan.

Job Classification	Pay Grade
Administrative Assistant-Dispatcher/Jailer	12
Patrol Officer	16
Patrol Corporal	17
Patrol Sergeant	18
Detective Sergeant	18
Drug Task Force Commander	19
Police Lieutenant	19

January 1, 2026 the positions of Patrol Officer, Patrol Corporal, Patrol Sergeant, Detective Sergeant, Drug Task Force Commander, and Police Lieutenant shall be placed at the above listed pay grade, which represents a one Grade increase for each respective job classification. EMPLOYEEs receiving a Pay Grade increase will be placed at the same step on their new grade. Should an employee be at a pay step lower than Step 3 on December 31, 2025, said employee will be placed at Step 3 of their respective pay grade effective January 1, 2026.

In lieu of a pay grade increase, the Admin Assistant-Dispatcher/Jailer position will receive a one-step increase effective January 1, 2026 and will maintain their current anniversary date for the purpose of annual reviews and is eligible to receive a one-step increase if the EMPLOYEE receives a rating of "Meets Expectations or better" in the prior annual rating period.

EMPLOYEE PROBATIONARY PERIOD.

- Upon satisfactory completion of 12 months of probationary employment, Bargaining Unit Employees shall be moved to the next step of the City's Pay Schedule and will become permanent, full-time employees.
- Admin Assist/Dispatch/Jailer position is subject to a 6-month probationary period.

EMPLOYEEs in their probationary period shall be considered for a step increase at their anniversary date of original hire if the EMPLOYEE receives an annual review of at least "Meets Expectations"

Any EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted

position. The length of service of Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City. Employees who are promoted to Sergeant and begin employment as Sergeant immediately after acting in the capacity of Investigator for at least one consecutive calendar year shall be placed on the Grade and Step that is one Step above the Grade and Step upon which their final wage during their Investigator assignment was based.

Any EMPLOYEE receiving a Pay Grade Change as a result of a Job Classification review shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. For the purpose of steps the EMPLOYEES date of hire shall be the anniversary date if the EMPLOYEE receives an annual review of at least "Meets Expectations" in the prior annual rating period.

2026 Pay Schedule

The following schedule represents a 4% increase from the 2025 schedule.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
12	53,289.60	55,577.60	57,844.80	60,112.00	62,379.20	64,688.00	66,955.20	69,243.20	71,323.20	73,465.60
16	68,515.20	71,448.00	74,380.80	77,313.60	80,246.40	83,200.00	86,112.00	89,065.60	91,769.60	94,494.40
17	72,612.80	75,732.80	78,832.00	81,972.80	85,072.00	88,192.00	91,291.20	94,411.20	97,240.00	100,172.80
18	77,875.20	81,203.20	84,572.80	87,900.80	91,249.60	94,577.60	97,926.40	101,233.60	104,332.80	107,473.60
19	83,512.00	87,089.60	90,708.80	94,265.60	97,843.20	101,462.40	104,998.40	108,576.00	111,758.40	115,107.20

2027 Pay Schedule

The following schedule represents a 4% increase from the 2026 schedule.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
12	55,411.20	57,803.20	60,153.60	62,524.80	64,875.20	67,267.20	69,638.40	72,009.60	74,172.80	76,398.40
16	71,260.80	74,297.60	77,355.20	80,412.80	83,449.60	86,528.00	89,564.80	92,622.40	95,430.40	98,274.18
17	75,524.80	78,769.60	81,993.60	85,259.20	88,483.20	91,728.00	94,952.00	98,196.80	101,129.60	104,187.20
18	80,995.20	84,448.00	87,963.20	91,416.00	94,889.60	98,363.20	101,836.80	105,289.60	108,513.60	111,779.20
19	86,860.80	90,563.20	94,328.00	98,030.40	101,753.60	105,518.40	109,200.00	112,923.20	116,230.40	119,704.00

2028 Pay Schedule

The following schedule represents a 4% increase from the 2027 schedule.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
12	57,636.80	60,112.00	62,566.40	65,020.80	67,475.20	69,950.40	72,425.60	74,880.00	77,147.20	79,456.00
16	74,110.40	77,272.00	80,454.40	83,636.80	86,777.60	89,980.80	93,142.40	96,324.80	99,257.60	102,211.20
17	78,540.80	81,910.40	85,280.00	88,670.40	92,019.20	95,388.80	98,758.40	102,128.00	105,164.80	108,347.20
18	84,240.00	87,817.60	91,478.40	95,076.80	98,675.20	102,294.40	105,913.60	109,491.20	112,860.80	116,251.20
19	90,334.40	94,182.40	98,092.80	101,961.60	105,830.40	109,740.80	113,568.00	117,436.80	120,889.60	124,488.00

Investigator

Any EMPLOYEE who is a Patrol Officer or Corporal and acts in the capacity of an Investigator or Plain-clothes Officer will receive a Sergeant's grade pay (Grade 18) at the step that is at least 4.0 percent above the EMPLOYEE's current pay while acting in such capacity, subject to the length of service provision. Any time such EMPLOYEE no longer acts in such capacity, such EMPLOYEE reverts to his/her Patrol Status.

Night Differential

\$1.50/hr for shifts starting between 4:00 PM and 4:00 AM for all hours worked between 4:00 PM and 7:00 AM.

Field Training Officer Differential

Officers designated by the City and certified as Field Training Officers will receive an hourly rate/per hour differential for the hours spent providing field training to new officers. This differential is to increase with agreed upon Cost of Living (COLA) adjustments in the future.

2025 rate is: \$2.47/hour

2026 x 4% = \$2.57/hour

2027 x 4% = \$2.67/hour

2028 x 4% = \$2.78/hour

Work out of Class Compensation

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a Corporal or above on patrol (Patrol Supervisor) when the regularly-assigned shift Patrol Supervisor is absent, shall receive Corporal's grade pay (Grade 17) at the step that is at least 4.0 percent above the Patrol Officer's current pay while they are absent. If at any time the patrol officer is no longer acting in place of the Patrol Supervisor, his or her status and pay shall revert to that of a Patrol Officer.

Canine Officer

The City agrees to pay necessary and reasonable veterinarian expenses. This will include shots, vaccinations and check-ups as required. Any injuries, diseases or illnesses which may require care or medical attention that could result in additional or significant expenses will need prior authorization by the Chief of Police or his or her designee before such treatment can be administered.

The City agrees to pay or reimburse the expenses incurred to feed the police canine.

The City agrees to compensate the Canine Officer for time spent caring for and training his canine. On days scheduled to work, if staffing allows, the Canine Officer will take off 30 minutes at the beginning or end of shift for canine maintenance and will be paid for the full shift at straight time. On scheduled days off, compensation will be at one half hour of overtime or compensatory time.

Canine training will be scheduled during regular shifts when possible if staffing allows. If arrangements cannot be made, the Canine Officer will attempt to take the hours worked for training off within the same pay period at an hour for hour rate. If staffing does not allow for time off within the pay cycle, canine training will be compensated at 1.5 times the hourly rate.

SCHEDULE B HEALTH INSURANCE CONTRIBUTION TABLES

2026 ICHRA Contribution Schedule									
Rating Area	MN09								
Carrier	BlueCross BlueShield of Minnesota								
Plan Name	Blue Plus Minnesota Value HSA Gold Plan 207 \$3,400 (MN)								
Annual Deductible (single/Family)	\$3,400 / \$10,200								
EE Coinsurance % (after Deductible)	5%								
Annual Out of Pocket Maximum (In - Network)	\$5,600 / \$16,800		2026 Employer Contribution			Dependents (Spouse + Children)	Employee Monthly Premium Cost		
	Yes 2026 Limits: Single \$4,400/ Family \$8,750		EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max Dependents			
HSA Eligible									
Age	Plan Cost by Age		100%	95%	90%		Employee	Spouse	Dependent
< 15	\$396.11		N/A	N/A	\$356.50		N/A	N/A	\$39.61
15	\$396.11		N/A	N/A	\$356.50		N/A	N/A	\$39.61
16	\$396.11		N/A	N/A	\$356.50		N/A	N/A	\$39.61
17	\$396.11		N/A	N/A	\$356.50		N/A	N/A	\$39.61
18	\$396.11		\$445.06	\$422.81	\$356.50		-\$48.95	-\$26.70	\$39.61
19	\$396.11		\$445.06	\$422.81	\$356.50		-\$48.95	-\$26.70	\$39.61
20	\$445.06		\$445.06	\$422.81	\$400.55		\$0.00	\$22.25	\$44.51
21	\$445.06		\$445.06	\$422.81	\$400.55		\$0.00	\$22.25	\$44.51
22	\$445.06		\$445.06	\$422.81	\$400.55		\$0.00	\$22.25	\$44.51
23	\$445.06		\$445.06	\$422.81	\$400.55		\$0.00	\$22.25	\$44.51
24	\$445.06		\$445.06	\$422.81	\$400.55		\$0.00	\$22.25	\$44.51
25	\$446.84		\$446.84	\$424.50	\$402.16		\$0.00	\$22.34	\$44.68
26	\$455.74		\$455.74	\$432.95	\$410.17		\$0.00	\$22.79	N/A
27	\$466.43		\$466.43	\$443.11	N/A		\$0.00	\$23.32	N/A
28	\$483.78		\$483.78	\$459.59	N/A		\$0.00	\$24.19	N/A
29	\$498.02		\$498.02	\$473.12	N/A		\$0.00	\$24.90	N/A
30	\$505.15		\$505.15	\$479.89	N/A		\$0.00	\$25.26	N/A
31	\$515.83		\$515.83	\$490.04	N/A		\$0.00	\$25.79	N/A
32	\$526.51		\$526.51	\$500.18	N/A		\$0.00	\$26.33	N/A
33	\$533.18		\$533.18	\$506.52	N/A		\$0.00	\$26.66	N/A
34	\$540.31		\$540.31	\$513.29	N/A		\$0.00	\$27.02	N/A
35	\$543.87		\$543.87	\$516.68	N/A		\$0.00	\$27.19	N/A
36	\$547.43		\$547.43	\$520.06	N/A		\$0.00	\$27.37	N/A
37	\$550.99		\$550.99	\$523.44	N/A		\$0.00	\$27.55	N/A
38	\$554.55		\$554.55	\$526.82	N/A		\$0.00	\$27.73	N/A
39	\$561.67		\$561.67	\$533.59	N/A		\$0.00	\$28.08	N/A
40	\$568.79		\$568.79	\$540.35	N/A		\$0.00	\$28.44	N/A
41	\$579.47		\$579.47	\$550.50	N/A		\$0.00	\$28.97	N/A
42	\$589.71		\$589.71	\$560.22	N/A		\$0.00	\$29.49	N/A
43	\$603.95		\$603.95	\$573.75	N/A		\$0.00	\$30.20	N/A
44	\$621.75		\$621.75	\$590.66	N/A		\$0.00	\$31.09	N/A
45	\$642.67		\$642.67	\$610.54	N/A		\$0.00	\$32.13	N/A
46	\$667.59		\$667.59	\$634.21	N/A		\$0.00	\$33.38	N/A
47	\$695.63		\$695.63	\$660.85	N/A		\$0.00	\$34.78	N/A
48	\$727.68		\$727.68	\$691.30	N/A		\$0.00	\$36.38	N/A
49	\$759.28		\$759.28	\$721.32	N/A		\$0.00	\$37.96	N/A
50	\$794.88		\$794.88	\$755.14	N/A		\$0.00	\$39.74	N/A
51	\$830.04		\$830.04	\$788.54	N/A		\$0.00	\$41.50	N/A
52	\$868.76		\$868.76	\$825.32	N/A		\$0.00	\$43.44	N/A
53	\$907.93		\$907.93	\$862.53	N/A		\$0.00	\$45.40	N/A
54	\$950.21		\$950.21	\$902.70	N/A		\$0.00	\$47.51	N/A
55	\$992.49		\$992.49	\$942.87	N/A		\$0.00	\$49.62	N/A
56	\$1,038.33		\$1,038.33	\$986.41	N/A		\$0.00	\$51.92	N/A
57	\$1,084.62		\$1,084.62	\$1,030.39	N/A		\$0.00	\$54.23	N/A
58	\$1,134.02		\$1,134.02	\$1,077.32	N/A		\$0.00	\$56.70	N/A
59	\$1,158.50		\$1,158.50	\$1,100.58	N/A		\$0.00	\$57.93	N/A
60	\$1,207.90		\$1,207.90	\$1,147.51	N/A		\$0.00	\$60.40	N/A
61	\$1,250.63		\$1,250.63	\$1,188.10	N/A		\$0.00	\$62.53	N/A
62	\$1,278.66		\$1,278.66	\$1,214.73	N/A		\$0.00	\$63.93	N/A
63	\$1,313.82		\$1,313.82	\$1,248.13	N/A		\$0.00	\$65.69	N/A
64	\$1,335.18		\$1,335.18	\$1,268.42	N/A		\$0.00	\$66.76	N/A
65+	\$1,335.18		\$1,335.18	\$1,268.42	N/A		\$0.00	\$66.76	N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

2026 ICHRA Contribution Schedule

Rating Area	ND03 & ND04						
Carrier	BlueCross BlueShield of North Dakota						
Plan Name	BlueDirect Gold 90 HSA Eligible \$2600 Deductible (\$5 preventive Drug List)						
Annual Deductible (single/Family)	\$2,600 / \$5,200						
EE Coinsurance % (after Deductible)	10%						
Annual Out of Pocket Maximum (In-Network)	\$4,300 / \$8,600				2026 Employer Contribution		
HSA Eligible	Yes				EMPLOYEE	SPOUSE	CHILD DEPENDENT
	Benchmark Contribution by Age	100%	95%	90%	Max # of Dependents (Spouse + Children)	Employee Monthly Premium Cost	
					7 Max	Employee	Spouse
						Dependent	
< 14	378.36	N/A	N/A	\$340.52		N/A	N/A
15	411.99	N/A	N/A	\$370.79		N/A	N/A
16	424.85	N/A	N/A	\$382.37		N/A	N/A
17	437.71	N/A	N/A	\$393.94		N/A	N/A
18	451.56	\$494.59	\$469.86	\$406.40		-\$43.03	-\$18.30
19	465.41	\$494.59	\$469.86	\$418.87		-\$29.18	-\$4.45
20	480.25	\$494.59	\$469.86	\$445.13		-\$14.34	\$10.39
21	\$494.59	\$494.59	\$469.86	\$445.13		\$0.00	\$24.73
22	\$494.59	\$494.59	\$469.86	\$445.13		\$0.00	\$24.73
23	\$494.59	\$494.59	\$469.86	\$445.13		\$0.00	\$24.73
24	\$494.59	\$494.59	\$469.86	\$445.13		\$0.00	\$24.73
25	\$496.57	\$496.57	\$471.74	\$446.91		\$0.00	\$24.83
26	\$506.46	\$506.46	\$481.14	N/A		\$0.00	\$25.32
27	\$518.33	\$518.33	\$492.41	N/A		\$0.00	\$25.92
28	\$537.62	\$537.62	\$510.74	N/A		\$0.00	\$26.88
29	\$553.45	\$553.45	\$525.78	N/A		\$0.00	\$27.67
30	\$561.36	\$561.36	\$533.29	N/A		\$0.00	\$28.07
31	\$573.23	\$573.23	\$544.57	N/A		\$0.00	\$28.66
32	\$585.10	\$585.10	\$555.85	N/A		\$0.00	\$29.26
33	\$592.52	\$592.52	\$562.89	N/A		\$0.00	\$29.63
34	\$600.43	\$600.43	\$570.41	N/A		\$0.00	\$30.02
35	\$604.39	\$604.39	\$574.17	N/A		\$0.00	\$30.22
36	\$608.35	\$608.35	\$577.93	N/A		\$0.00	\$30.42
37	\$612.30	\$612.30	\$581.69	N/A		\$0.00	\$30.62
38	\$616.26	\$616.26	\$585.45	N/A		\$0.00	\$30.81
39	\$624.17	\$624.17	\$592.96	N/A		\$0.00	\$31.21
40	\$632.09	\$632.09	\$600.49	N/A		\$0.00	\$31.60
41	\$643.96	\$643.96	\$611.76	N/A		\$0.00	\$32.20
42	\$655.33	\$655.33	\$622.56	N/A		\$0.00	\$32.77
43	\$671.16	\$671.16	\$637.60	N/A		\$0.00	\$33.56
44	\$690.94	\$690.94	\$656.39	N/A		\$0.00	\$34.55
45	\$714.19	\$714.19	\$678.48	N/A		\$0.00	\$35.71
46	\$741.89	\$741.89	\$704.80	N/A		\$0.00	\$37.09
47	\$773.04	\$773.04	\$734.39	N/A		\$0.00	\$38.65
48	\$808.65	\$808.65	\$768.22	N/A		\$0.00	\$40.43
49	\$843.77	\$843.77	\$801.58	N/A		\$0.00	\$42.19
50	\$883.34	\$883.34	\$839.17	N/A		\$0.00	\$44.17
51	\$922.41	\$922.41	\$876.29	N/A		\$0.00	\$46.12
52	\$965.44	\$965.44	\$917.17	N/A		\$0.00	\$48.27
53	\$1,008.96	\$1,008.96	\$958.51	N/A		\$0.00	\$50.45
54	\$1,055.95	\$1,055.95	\$1,003.15	N/A		\$0.00	\$52.80
55	\$1,102.94	\$1,102.94	\$1,047.79	N/A		\$0.00	\$55.15
56	\$1,153.88	\$1,153.88	\$1,096.19	N/A		\$0.00	\$57.69
57	\$1,205.32	\$1,205.32	\$1,145.05	N/A		\$0.00	\$60.27
58	\$1,260.22	\$1,260.22	\$1,197.21	N/A		\$0.00	\$63.01
59	\$1,287.42	\$1,287.42	\$1,223.05	N/A		\$0.00	\$64.37
60	\$1,342.32	\$1,342.32	\$1,275.20	N/A		\$0.00	\$67.12
61	\$1,389.80	\$1,389.80	\$1,320.31	N/A		\$0.00	\$69.49
62	\$1,420.96	\$1,420.96	\$1,349.91	N/A		\$0.00	\$71.05
63	\$1,460.03	\$1,460.03	\$1,387.03	N/A		\$0.00	\$73.00
64	\$1,483.77	\$1,483.77	\$1,409.58	N/A		\$0.00	\$74.19
65+	\$1,483.77	\$1,483.77	\$1,409.58	N/A		\$0.00	\$74.19

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 3423**

JANUARY 1, 2026 through DECEMBER 31, 2028

TABLE OF CONTENTS

Article		Page
ARTICLE 1	PURPOSE OF AGREEMENT	3
ARTICLE 2	DEFINITIONS.....	3
ARTICLE 3	RECOGNITION	4
ARTICLE 4	EMPLOYER AUTHORITY.....	4
ARTICLE 5	UNION RIGHTS	5
ARTICLE 6	GRIEVANCE PROCEDURE.....	6
ARTICLE 7	SAVINGS CLAUSE	8
ARTICLE 8	LEAVES	8
ARTICLE 9	INSURANCE.....	9
ARTICLE 10	HOLIDAYS	11
ARTICLE 11	VACATION.....	11
ARTICLE 12	SICK LEAVE	12
ARTICLE 13	SHIFT SCHEDULE.....	14
ARTICLE 14	OVERTIME.....	14
ARTICLE 15	CLOTHING ALLOWANCE	15
ARTICLE 16	INJURY ON DUTY	16
ARTICLE 17	WORKING OUT OF CLASSIFICATION	16
ARTICLE 18	DISCIPLINE.....	16
ARTICLE 19	WAIVER.....	17
ARTICLE 20	DURATION.....	18
SCHEDULE A	2026 – 2028	21-22
SCHEDULE B	2026 HEALTH INSURANCE EMPLOYER CONTRIBUTIONS....	23-24

ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is made and entered into between the City of East Grand Forks, hereinafter referred to as EMPLOYER, and the International Association of Fire Fighters, Local No. 3423, hereinafter referred to as UNION. The intent and purpose of this agreement is to:

- Section 1.1 To establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreement; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 ANSWER. A concise response outlining the EMPLOYER'S position on a grievance.
- Section 2.2 APPOINTING AUTHORITY. The official empowered by statute, ordinance, or charter to make an appointment to a vacancy in the EMPLOYER'S work force.
- Section 2.3 DAYS. Calendar Days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.4 DEPARTMENT. The Fire DEPARTMENT of the EMPLOYER.
- Section 2.5 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.6 EMPLOYER. The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.7 EMPLOYEE. A member of this bargaining unit.
- Section 2.8 IMMEDIATE FAMILY. The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.9 REDUCED TO WRITING. A statement outlining the nature of a grievance, the provision(s) of the agreement in dispute and the remedy requested.

Section 2.10 SERVE(ICE). Personal Service or service by First Class United States Mail. Service by mail shall be effective upon mailing.

Section 2.11 UNION. The International Association of Fire Fighters, Local No. 3423.

Section 2.12 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 for all essential EMPLOYEES of the East Grand Forks Fire DEPARTMENT, East Grand Forks, Minnesota, who are public EMPLOYEES within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory, confidential, and all other EMPLOYEES. The job classifications covered by the terms and conditions of this AGREEMENT are included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 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 establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to establish shifts and hours; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees, to lay off employees ; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this agreement.

Section 4.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction

The EMPLOYER shall deduct from the wages of EMPLOYEES an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

Section 5.2 Steward and Representative

The UNION may designate two EMPLOYEES from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices and any changes in such choices. The EMPLOYER may designate two persons to represent it and shall inform the UNION in writing of such choices and any change in such choices.

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.

Section 5.4 Bulletin Board

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political or detrimental to the EMPLOYER.

Section 5.5 Working Hours

Negotiation and grievance meetings between the EMPLOYER and the UNION shall be held during normal working hours whenever possible.

Section 5.6 Union Representation

All EMPLOYEES covered by this contract are entitled to UNION representation by an official UNION REPRESENTATIVE of their choice whenever an employee thinks it is necessary.

Section 5.7 Indemnity

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 action taken by the EMPLOYER under all provisions of Section 5.1

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 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.

Section 6.2 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided may be limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the 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 working hours provided 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.

Section 6.3 Procedure

Step 1. An EMPLOYEE with a grievance shall within twenty (20) calendar days after the occurrence of the event that gave rise to the grievance or within twenty (20) calendar days after the EMPLOYEE through the use of reasonable diligence should have had knowledge of the occurrence of the event that gave rise to the grievance, request in writing an informal meeting with the designated employer designated representative in an attempt to resolve the grievance. If the grievance is not resolved within five (5) calendar days after the informal meeting date, or an informal meeting is not held within five (5) calendar days of the written request, the EMPLOYEE may escalate the grievance procedure to the next step.

Step 2. Any grievance not resolved in Step 1 may be reduced to writing by the UNION representative and served upon the City Administrator within fifteen (15) calendar days after the informal meeting date. The City Administrator will give the UNION the opportunity for a meeting on the grievance within ten (10) calendar days after receipt of the grievance. The City Administrator will ANSWER the UNION's Step 2 grievance within fifteen (15) calendar days after the meeting. If the UNION does not choose to have a meeting, the City Administrator will provide the UNION an ANSWER to the grievance within twenty (20) calendar days after receipt of the grievance.

Step 3. Either party may appeal the decision of the City Administrator by serving a written notice on the other party of its intention to proceed with arbitration. Such notice must be served within ten (10) calendar days of the moving party's receipt of the Administrator's ANSWER. If a grievance is validly appealed to this step and the parties mutually agree in writing, the grievance may be submitted to

Minnesota Bureau of Mediation Services for mediation prior to arbitration.

The UNION and the EMPLOYER will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the UNION and the EMPLOYEE are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on whom will strike the first name, the question will be decided by a flip of a coin.

The fees and expenses for the arbitration services and proceedings shall be borne equally by the UNION and the EMPLOYER provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a transcript of the proceedings, the cost shall be shared equally.

Section 6.4 Arbitrator's Authority

Subsection 6.4.1 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 UNION and EMPLOYER, and shall have no authority to make decisions on any other issue not so submitted.

Subsection 6.4.2 The decision of the arbitrator shall be final and binding on all parties and shall be based solely on the arbitrator's interpretation or application of the express terms of the agreement and to the facts of the grievance presented.

Section 6.5 Waiver

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the UNION'S failure to adhere to the time limits may result in a forfeit of the grievance. The EMPLOYER's failure to adhere to the time limits may require mandatory alleviation of the grievance as outlined in the last statement by the UNION.

Section 6.6 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 6.3 and the grievance involved 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 Section 6.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 6.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This agreement is subject to the laws, ordinances, regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held 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 provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 8: LEAVES

Section 8.1 Funeral Leave

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY member. Additional days for funeral leave may be granted at the discretion of the APPOINTING AUTHORITY for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time, whichever the EMPLOYEE chooses.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave when called for jury duty or subpoenaed to appear as a witness. EMPLOYEES will be paid by the EMPLOYER the difference of their normal rate of compensation and the amount received as juror (less any amount received for mileage or expense allowance).

Section 8.3 Other Leave

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four WORKING DAYS shall be in writing and directed to the APPOINTING AUTHORITY. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the APPOINTING AUTHORITY within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of days in excess of fifteen (15) WORKING DAYS.

Section 8.4 Union Business

Members of the UNION selected to participate in UNION functions shall be granted a leave of absence without pay for a reasonable time upon request of the UNION. Such leave shall not exceed five (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year. Such leave shall not result in overtime costs to the EMPLOYER.

Section 8.5 MN Paid Family & Medical Leave

Effective January 1, 2026 the EMPLOYER and EMPLOYEE shall equally share the cost of premiums required by Minnesota's Paid Family and Medical Leave (PFML) law under Minnesota Statutes Chapter 268B. The total premium, as set by the Minnesota Department of Labor, shall be split 50% by the Employer and 50% by the employee. The EMPLOYEES share will be collected through payroll deduction. The EMPLOYER will pay its share of the premium amount according to the same schedule.

The employer reserves the right to meet its obligations under the Paid Family and Medical Leave law through participation in the State-administered program or through a private plan that complies with all applicable provisions of Minnesota law.

The EMPLOYEE may use their vacation, sick leave, or other accrued paid time off provided for in this CBA as a supplemental benefit by employees who qualify for use of the Minnesota Paid Family and Medical Leave program. The total amount of PFML benefits provided, plus the use of accrued leave shall not exceed 100% of the regular wages of the EMPLOYEE.

An EMPLOYEE may, at their discretion, utilize their accrued leave, other forms of paid time off or disability insurance program benefits in lieu of the Paid Family & Medical Leave benefit.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Individual Coverage Health Reimbursement Arrangement (ICHRA)

Effective for calendar year 2026, the EMPLOYER shall contribute health insurance premiums to be used toward the EMPLOYERS selected Benchmark ICHRA Policy. The Benchmark Policy will be selected by the EMPLOYER for all states in which the EMPLOYER has EMPLOYEES residing, and the Benchmark Policy shall be used for the purpose of setting monthly EMPLOYER premium contributions. EMPLOYEES will have the opportunity to shop for ICHRA eligible policies through the EMPLOYERS selected Health Insurance/ICHRA vendor.

Subsection 9.1.2 Insurance Premium Contributions

Effective January 1, 2026 through December 31, 2026, based upon the age and residence of the EMPLOYEE and the EMPLOYEES eligible spouse and dependents, the EMPLOYER shall contribute up to 100% of the employees identified Benchmark ICHRA Policy, and up to 95% of the employees spouse, and 90% of the employees dependents, as described on the Contribution Table for employees residing in MN and ND Rating Areas, as shown in Schedule B of this CBA.

Subsection 9.1.3 Health Insurance Premium Increases

Effective each year of the contract beyond 2026, the EMPLOYER shall increase the EMPLOYER contribution up to 10%. In the event the insurance premium increase is greater than a 10% increase to the EMPLOYER contribution, the EMPLOYEE will then increase its premium contribution up to 10%. In the event the insurance premium increase is greater than 20% overall, Subsection 9.1.2 & Schedule B for insurance premium contributions will be re-opened for negotiation.

Subsection 9.1.4 Health Savings Account (HAS) Contribution

For EMPLOYEES enrolled in an eligible High-Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to **\$3,200 per calendar year** for SINGLE and FAMILY plans. The EMPLOYEE must contribute a minimum of **\$1,200 per calendar year** into the H.S.A. to meet the maximum stated EMPLOYER contribution. EMPLOYER contributions will be made in bi-weekly installments.

Subsection 9.1.5 Voluntary Employees Beneficiary Association (VEBA)

For employees enrolled in the City's ICHRA Health Insurance Plan but are ineligible for an HSA contribution due to being covered by Medicare, the EMPLOYER will contribute up to \$3,200 into a VEBA account.

Subsection 9.1.6 Insurance Carrier

The selection of the insurance carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above shall be borne by the EMPLOYEE and made by payroll deduction.

The EMPLOYER agrees to maintain an established ICHRA Benchmark Policy, selected for the purpose of establishing premium contributions, that are similar or equivalent to the Benchmark Policy's coverage in effect at the start of this agreement. The Employer may change benchmark plan carriers or plan administrators during the term of this agreement, provided that the ICHRA Benchmark Plan coverage remains like or similar in scope, benefits and value.

Subsection 9.1.7 Scope of EMPLOYER Responsibility

The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE'S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Section 9.2 Life Insurance

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$50,000 for the EMPLOYEE.

Section 9.3 Disability/Cancer Insurance

The EMPLOYER shall contribute \$30.00 per month toward disability insurance equal to an annual dollar amount of \$360.00 toward the premium of that insurance. The EMPLOYER contribution must be applied first to post-tax contributions. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation benefits.

Section 9.4 Physical

Health Insurance currently provides for an annual paid Physical for participants. Any future references and /or conditions of physicals in the Firefighters contract will be negotiated.

Section 9.5 Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

The EMPLOYER shall provide for the participation of EMPLOYEES in the MSRS HCSP. Eligibility for participation by EMPLOYEES will continue unless specifically terminated by both the UNION and EMPLOYER. The EMPLOYER will handle the administrative responsibilities of remitting and accounting for the EMPLOYEES' contributions to the MSRA as required by the MSRS. Contributions to the HCSP will be established by a majority vote by the UNION and identified in an accompanying MOU.

Individual EMPLOYEES may neither increase nor decrease their individual contributions from the amount established in the MOU.

ARTICLE 10: HOLIDAYS

Section 10.1 EMPLOYEES are to receive vacation time in lieu of eleven (11) holidays per year and an additional two (2) floating holidays. The thirteen (13) holidays are:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Two (2) Floating Holidays

Section 10.2 Martin Luther King Day, which shall be treated as a floating holiday, and the two (2) floating holidays, may be taken at the EMPLOYEE'S discretion, but only if it is approved by the Fire Chief. Such request to use a floating holiday must be made to the Fire Chief at least one (1) day prior to the requested day of the leave.

Section 10.3 EMPLOYEES who work a full WORKING DAY on a named holiday in Section 10.1, (i.e. President's Day), excluding any floating holidays, shall be paid six (6) hours of pay at the rate of one and one-half (1-1/2) times their normal rate of compensation in addition to their normal compensation for working such day.

The following listed holidays shall be paid at twice their hourly wage listed in Schedule A of this AGREEMENT for all hours worked on the hereinafter listed holidays. Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day

ARTICLE 11: VACATION

Section 11.1 All full-time EMPLOYEES hired before January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS
Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS

All full time EMPLOYEES hired after January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	3 WORKING DAYS
Upon completion of 24 months	4 WORKING DAYS
Upon completion of 48 months	5 WORKING DAYS
Upon completion of 72 months	6 WORKING DAYS
Upon completion of 84 months	7 WORKING DAYS
Upon completion of 96 months	8 WORKING DAYS
Upon completion of 108 months	9 WORKING DAYS
Upon completion of 120 months	10 WORKING DAYS
Upon completion of 132 months	11 WORKING DAYS
Upon completion of 144 months	12 WORKING DAYS
Upon completion of 156 months	13 WORKING DAYS

Upon completion of 168 months 14 WORKING DAYS
Upon completion of 180 months 15 WORKING DAYS

Section 11.2. Any EMPLOYEE with more than (1) year of service who leaves the employment of the EMPLOYER by reason of death, disability, retirement, dismissal, or resignation will be paid for his/her unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designation the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of one (1) day per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S normal rate of compensation.

Section 12.2 Earned Sick and Safe Time: The EMPLOYER will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Section 181.9440 – 181.9448. The EMPLOYERS ESST Policy will apply to EMPLOYEES to the extent it does not conflict with this AGREEMENT.

Section 12.3 WORKING DAYS only shall be counted when computing sick leave.

Section 12.4 Sick leaves shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 12.5 When an EMPLOYEE is eligible for worker's compensation payments and they are unable to work during working hours due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such working hours and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation

payments only.

Section 12.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance and will be for the actual time required.

Section 12.7 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 12.8 Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one hundred sixty (160) days, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate. Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 12.9 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2010 may sell back to the EMPLOYER unused sick leave in excess of one hundred twenty (120) days up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of one hundred twenty (120) days may be sold back under this provision up to six (6) days in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back the sick days under this section prior to December 1 of that year.

ARTICLE 13: SHIFT SCHEDULE

Section 13.1 The EMPLOYER shall establish work schedules. Full-time EMPLOYEES will be assigned shifts by the employer between eight (8) and twenty-four (24) hours in duration. EMPLOYEES shall accrue hours to fulfill the work requirements in the following manner:

- Actual hours spent on duty
- Actual hours spent on assigned training

- Holiday leave
- Vacation leave
- Sick leave
- Funeral leave
- Injury on duty leave
- Special assignment (e.g. jury duty)

Section 13.2 Shift Exchange - Upon approval of the Shift Commander and Fire chief, EMPLOYEES may exchange shifts with other members if the exchange does not interfere with the operations of the Fire DEPARTMENT.

Section 13.3 The contract may be reopened during its term by mutual agreement of UNION and EMPLOYER for the limited purpose of negotiating scheduling. If the City conducts a study regarding scheduling, the Union will be consulted on a meet and confer basis during the study process. The City will invite the Union to meet and confer regarding scheduling before the contract is reopened.

ARTICLE 14: OVERTIME

Section 14.1 Extension of Shift

If an EMPLOYEE works on behalf of the EMPLOYER in response to a request by the EMPLOYER to work beyond the EMPLOYEE'S scheduled shift, such work will be considered overtime hours and will be compensated for each hour worked at the rate of one and one-half (1-1/2) times the their normal rate of compensation for each hour worked with a minimum of one (1) hour of pay at this rate.

Section 14.2 Call Back

If an EMPLOYEE works on behalf of the EMPLOYER in response to a call back after being relieved from duty and such work is outside of their scheduled shift, such work will be considered overtime hours and will compensated for at the rate of one and one half (1-1/2) their normal rate of compensation listed in Schedule A with a minimum of three (3) hours of pay at this rate.

Section 14.3 Training

Overtime shall be paid for all mandatory and recurring training on off-duty hours.

Subsection 14.3.1 Mandatory training includes training required by the EMPLOYER or jurisdiction of competent authority to be a fire fighter in the City of East Grand Forks.

Subsection 14.3.2 Recurring training includes the monthly drills of the East Grand Forks Fire DEPARTMENT.

Subsection 14.3.3 Elective training is other training taken for personal gain.

Section 14.4 No Pyramiding

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 14.5 Compensatory Time.

Upon mutual agreement of the Fire Chief and the affected EMPLOYEE, the EMPLOYEE(S) will receive compensatory time in lieu of the compensation in sections 14.1, 14.2 and 14.3 at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in those sections. Compensatory time off will be taken on an hour for hour basis and may not create overtime. An EMPLOYEE may only carry over ninety-six (96) hours of compensatory time. Any hours over ninety-six (96) hours shall be paid in the last paycheck in December at straight time according to the EMPLOYEES wage listed in Schedule A in this agreement.

ARTICLE 15: CLOTHING ALLOWANCE

Section 15.1 The EMPLOYER will provide EMPLOYEES with their initial set of uniforms as follows:

- 2 uniform shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 1 badge
- 1 set collar brass
- 1 belt
- 1 job shirt
- 7 Tee-shirts and/or polo shirts
- 1 pair station uniform boots (with a cap of \$200.00)
- 1 winter hat
- 1 ball cap.

Section 15.2 EMPLOYEES shall be given a budget of \$500.00 to maintain all uniforms required of the EMPLOYEES in the performance of their duties. All uniforms shall be maintained in good, safe condition.

Section 15.3 EMPLOYEES shall be given a budget of \$200 per year for boot reimbursement. EMPLOYEES may carryover any unused boot reimbursement from a calendar year into subsequent calendar years, but an EMPLOYEE may not accumulate more than twice the cap for the calendar year.

Section 15.4 Protective clothing or protective devices required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the Employer.

Section 15.5 Any uniform wrecked in the course of duty not due to normal wear and tear shall be replaced by the EMPLOYER at no cost to the EMPLOYEE.

Section 15.6 Any change to the uniform style by the EMPLOYER, the EMPLOYER shall provide the new style at no cost to the EMPLOYEES. Promotion to any EMPLOYEE the EMPLOYER agrees to provide appropriate uniforms to the EMPLOYEES at no cost to the EMPLOYEES.

ARTICLE 16: INJURY ON DUTY

When an EMPLOYEE is eligible for worker's compensation payments, the EMPLOYER will pay the complete salary to the EMPLOYEE and the same shall be charged to the EMPLOYEE'S sick leave until worker's compensation takes over. Thereafter, the EMPLOYEE may supplement the compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S normal rate of compensation, provided only that the same is not ruled illegal either by an Attorney General's opinion or court decision. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

ARTICLE 17: WORKING OUT OF CLASSIFICATION

An Engineer or Firefighter, who is the senior member on duty, and who acts in the capacity of an Assistant Chief when the regularly-assigned Assistant Chief is absent, shall receive a lump sum payment not to exceed \$50.00 for a 24-hour period. The payment shall be prorated based upon actual hours worked in the capacity of Assistant Chief.

ARTICLE 18: DISCIPLINE

Section 18.1 All disciplinary actions shall be in written form. An EMPLOYEE has the right to request UNION representation when discipline is being administered. EMPLOYEES and the UNION shall receive a copy of all such disciplinary actions. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 18.2 Probationary Employees

During their probationary period, EMPLOYEES may be discharged at any time without cause. Such discharge cannot be grieved through Article 6 of this AGREEMENT.

ARTICLE 19. WAIVER; PAST PRACTICES

Section 19.1 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 and raised by either party during the bargaining that preceded the entry into this AGREEMENT, are hereby superseded.

Section 19.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly 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 and condition of employment not specifically referred to or covered by the AGREEMENT, but which was raised by either party during the bargaining that preceded the entry into this AGREEMENT.

Section 19.3 Evidence of custom and past practice may be introduced for the following purposes:

- (a) to illustrate practices regarding “terms and conditions of employment”, as defined by PELRA, that existed prior to this AGREEMENT but which are not specifically addressed or referenced in this AGREEMENT;
- (b) to indicate the proper interpretation of ambiguous contract language; or
- (c) to support allegations that clear language of the written contract has been amended by mutual action or agreement.

To be binding on both parties, a past practice must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as an established practice mutually accepted by both parties.

ARTICLE 20: DURATION

This agreement is effective January 1, 2026, and will remain in full force until December 31, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act that it desires to modify this agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in force and effect until a new contract is signed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2026.

City of East Grand Forks

**International Association of
Firefighters, Local No. 3423**

By: _____
Mayor

By: _____
President

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Secretary

Dated: _____

Dated: _____

SCHEDULE A

Commencing January 1, 2026, The EMPLOYER will compensate its EMPLOYEEs based on the EMPLOYER adopted 10-Step Compensation Plan. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

In the event the EMPLOYER has an opening for full-time employment within the UNION, the EMPLOYER agrees it will advertise the starting wages for any open positions within the UNION as starting at the rate equivalent to Step 3 on the corresponding Compensation Plan.

<u>Job Classification</u>	<u>Pay Grade</u>
Firefighter	13
Fire Engineer (effective January 1, 2026 through June 30, 2026)	14
Fire Engineer (Effective July 1, 2026)	15
Assistant Fire Chief (effective January 1, 2026 through December 31, 2026)	16
Assistant Fire Chief (effective January 1, 2027)	17

Any EMPLOYEE not at or above the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. The annual rating is subject to the grievance procedure. For the purpose of steps, the anniversary date for all full-time employees in good standing with the EMPLOYER as of December 31, 2023 will be January 1st.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the EMPLOYEE'S anniversary date for the purposes of steps shall be based on the date the EMPLOYEE began employment in the promoted position. The Senior Member of the Promoted Classification shall be determined by the date on which that employee was hired/promoted into the respective job classification. The length of service of EMPLOYEEs for the purposes of accruing sick leave and vacation shall be based on the date the EMPLOYEE began employment with the EMPLOYER.

IAFF Local No. 3423 Compensation Plan

January 1, 2026 through December 31, 2026

The below pay schedule represents a 4% increase from the 2025 Pay Plan.

Grade	STEP									
	1	2	3	4	5	6	7	8	9	10
13	55,910.40	58,323.20	60,694.40	63,128.00	65,520.00	67,912.00	70,324.80	72,675.20	74,880.00	77,147.20
14	59,841.60	62,400.00	64,937.60	67,537.60	70,096.00	72,654.40	75,212.80	77,812.80	80,142.40	82,534.40
15	64,022.40	66,768.00	69,534.40	72,259.20	75,004.80	77,771.20	80,496.00	83,241.60	85,737.60	88,296.00
16	68,515.20	71,448.00	74,380.80	77,313.60	80,246.40	83,200.00	86,112.00	89,065.60	91,769.60	94,494.40

January 1, 2027 through December 31, 2027
The below pay schedule represents a 4% increase from the 2026 Pay Plan.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
13	58,156.80	60,652.80	63,128.00	65,644.80	68,140.80	70,636.80	73,132.80	75,587.20	77,875.20	80,225.60
15	66,580.80	69,430.40	72,321.60	75,150.40	78,000.00	80,891.20	83,720.00	86,569.60	89,169.60	91,832.00
17	75,524.80	78,769.60	81,993.60	85,259.20	88,483.20	91,728.00	94,952.00	98,196.80	101,129.60	104,187.20

January 1, 2028 through December 31, 2028
The below pay schedule represents a 4% increase from the 2027 Pay Plan.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
13	60,486.40	63,086.40	65,644.80	68,265.60	70,865.60	73,465.60	76,065.60	78,603.20	80,995.20	83,428.80
15	69,243.20	72,217.60	75,212.80	78,166.40	81,120.00	84,136.00	87,068.80	90,022.40	92,726.40	95,513.60
17	78,540.80	81,910.40	85,280.00	88,670.40	92,019.20	95,388.80	98,758.40	102,128.00	105,164.80	108,347.20

SCHEDULE B HEALTH INSURANCE CONTRIBUTION TABLES

MN Rating Area:

2026 ICHRA Contribution Schedule									
Rating Area	MN09								
Carrier	BlueCross BlueShield of Minnesota								
Plan Name	Blue Plus Minnesota Value HSA Gold Plan 207 \$3,400 (MN)								
Annual Deductible (single/Family)	\$3,400 / \$10,200								
EE Coinsurance % (after Deductible)	5%								
Annual Out of Pocket Maximum (In - Network)	\$5,600 / \$16,800		2026 Employer Contribution			Dependents (Spouse + Children)	Employee Monthly Premium Cost		
HSA Eligible	Yes 2026 Limits: Single \$4,400/ Family \$8,750		EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max Dependents			
Age	Plan Cost by Age	100%	95%	90%			Employee	Spouse	Dependent
< 15	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
15	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
16	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
17	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
18	\$396.11	\$445.06	\$422.81	\$356.50		-\$48.95	-\$26.70		\$39.61
19	\$396.11	\$445.06	\$422.81	\$356.50		-\$48.95	-\$26.70		\$39.61
20	\$445.06	\$445.06	\$422.81	\$400.55		\$0.00	\$22.25		\$44.51
21	\$445.06	\$445.06	\$422.81	\$400.55		\$0.00	\$22.25		\$44.51
22	\$445.06	\$445.06	\$422.81	\$400.55		\$0.00	\$22.25		\$44.51
23	\$445.06	\$445.06	\$422.81	\$400.55		\$0.00	\$22.25		\$44.51
24	\$445.06	\$445.06	\$422.81	\$400.55		\$0.00	\$22.25		\$44.51
25	\$446.84	\$446.84	\$424.50	\$402.16		\$0.00	\$22.34		\$44.68
26	\$455.74	\$455.74	\$432.95	\$410.17		\$0.00	\$22.79		N/A
27	\$466.43	\$466.43	\$443.11	N/A		\$0.00	\$23.32		N/A
28	\$483.78	\$483.78	\$459.59	N/A		\$0.00	\$24.19		N/A
29	\$498.02	\$498.02	\$473.12	N/A		\$0.00	\$24.90		N/A
30	\$505.15	\$505.15	\$479.89	N/A		\$0.00	\$25.26		N/A
31	\$515.83	\$515.83	\$490.04	N/A		\$0.00	\$25.79		N/A
32	\$526.51	\$526.51	\$500.18	N/A		\$0.00	\$26.33		N/A
33	\$533.18	\$533.18	\$506.52	N/A		\$0.00	\$26.66		N/A
34	\$540.31	\$540.31	\$513.29	N/A		\$0.00	\$27.02		N/A
35	\$543.87	\$543.87	\$516.68	N/A		\$0.00	\$27.19		N/A
36	\$547.43	\$547.43	\$520.06	N/A		\$0.00	\$27.37		N/A
37	\$550.99	\$550.99	\$523.44	N/A		\$0.00	\$27.55		N/A
38	\$554.55	\$554.55	\$526.82	N/A		\$0.00	\$27.73		N/A
39	\$561.67	\$561.67	\$533.59	N/A		\$0.00	\$28.08		N/A
40	\$568.79	\$568.79	\$540.35	N/A		\$0.00	\$28.44		N/A
41	\$579.47	\$579.47	\$550.50	N/A		\$0.00	\$28.97		N/A
42	\$589.71	\$589.71	\$560.22	N/A		\$0.00	\$29.49		N/A
43	\$603.95	\$603.95	\$573.75	N/A		\$0.00	\$30.20		N/A
44	\$621.75	\$621.75	\$590.66	N/A		\$0.00	\$31.09		N/A
45	\$642.67	\$642.67	\$610.54	N/A		\$0.00	\$32.13		N/A
46	\$667.59	\$667.59	\$634.21	N/A		\$0.00	\$33.38		N/A
47	\$695.63	\$695.63	\$660.85	N/A		\$0.00	\$34.78		N/A
48	\$727.68	\$727.68	\$691.30	N/A		\$0.00	\$36.38		N/A
49	\$759.28	\$759.28	\$721.32	N/A		\$0.00	\$37.96		N/A
50	\$794.88	\$794.88	\$755.14	N/A		\$0.00	\$39.74		N/A
51	\$830.04	\$830.04	\$788.54	N/A		\$0.00	\$41.50		N/A
52	\$868.76	\$868.76	\$825.32	N/A		\$0.00	\$43.44		N/A
53	\$907.93	\$907.93	\$862.53	N/A		\$0.00	\$45.40		N/A
54	\$950.21	\$950.21	\$902.70	N/A		\$0.00	\$47.51		N/A
55	\$992.49	\$992.49	\$942.87	N/A		\$0.00	\$49.62		N/A
56	\$1,038.33	\$1,038.33	\$986.41	N/A		\$0.00	\$51.92		N/A
57	\$1,084.62	\$1,084.62	\$1,030.39	N/A		\$0.00	\$54.23		N/A
58	\$1,134.02	\$1,134.02	\$1,077.32	N/A		\$0.00	\$56.70		N/A
59	\$1,158.50	\$1,158.50	\$1,100.58	N/A		\$0.00	\$57.93		N/A
60	\$1,207.90	\$1,207.90	\$1,147.51	N/A		\$0.00	\$60.40		N/A
61	\$1,250.63	\$1,250.63	\$1,188.10	N/A		\$0.00	\$62.53		N/A
62	\$1,278.66	\$1,278.66	\$1,214.73	N/A		\$0.00	\$63.93		N/A
63	\$1,313.82	\$1,313.82	\$1,248.13	N/A		\$0.00	\$65.69		N/A
64	\$1,335.18	\$1,335.18	\$1,268.42	N/A		\$0.00	\$66.76		N/A
65+	\$1,335.18	\$1,335.18	\$1,268.42	N/A		\$0.00	\$66.76		N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

ND Rating Area:

2026 ICHRA Contribution Schedule									
Rating Area	ND03 & ND04								
Carrier	BlueCross BlueShield of North Dakota								
Plan Name	BlueDirect Gold 90 HSA Eligible \$2600 Deductible (\$5 preventive Drug List)								
Annual Deductible (single/Family)	\$2,600 / \$5,200		2026 Employer Contribution			Max # of Dependents (Spouse + Children)	Employee Monthly Premium Cost		
EE Coinsurance % (after Deductible)	10%								
Annual Out of Pocket Maximum (In-Network)	\$4,300 / \$8,600								
HSA Eligible	Yes		EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max			
	Benchmark Contribution by Age	100%	95%	90%			Employee	Spouse	Dependent
< 14	378.36	N/A	N/A	\$340.52			N/A	N/A	\$37.84
15	411.99	N/A	N/A	\$370.79			N/A	N/A	\$41.20
16	424.85	N/A	N/A	\$382.37			N/A	N/A	\$42.49
17	437.71	N/A	N/A	\$393.94			N/A	N/A	\$43.77
18	451.56	\$494.59	\$469.86	\$406.40			-\$43.03	-\$18.30	\$45.16
19	465.41	\$494.59	\$469.86	\$418.87			-\$29.18	-\$4.45	\$46.54
20	480.25	\$494.59	\$469.86	\$445.13			-\$14.34	\$10.39	\$35.12
21	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
22	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
23	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
24	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
25	\$496.57	\$496.57	\$471.74	\$446.91			\$0.00	\$24.83	\$49.66
26	\$506.46	\$506.46	\$481.14	N/A			\$0.00	\$25.32	N/A
27	\$518.33	\$518.33	\$492.41	N/A			\$0.00	\$25.92	N/A
28	\$537.62	\$537.62	\$510.74	N/A			\$0.00	\$26.88	N/A
29	\$553.45	\$553.45	\$525.78	N/A			\$0.00	\$27.67	N/A
30	\$561.36	\$561.36	\$533.29	N/A			\$0.00	\$28.07	N/A
31	\$573.23	\$573.23	\$544.57	N/A			\$0.00	\$28.66	N/A
32	\$585.10	\$585.10	\$555.85	N/A			\$0.00	\$29.26	N/A
33	\$592.52	\$592.52	\$562.89	N/A			\$0.00	\$29.63	N/A
34	\$600.43	\$600.43	\$570.41	N/A			\$0.00	\$30.02	N/A
35	\$604.39	\$604.39	\$574.17	N/A			\$0.00	\$30.22	N/A
36	\$608.35	\$608.35	\$577.93	N/A			\$0.00	\$30.42	N/A
37	\$612.30	\$612.30	\$581.69	N/A			\$0.00	\$30.62	N/A
38	\$616.26	\$616.26	\$585.45	N/A			\$0.00	\$30.81	N/A
39	\$624.17	\$624.17	\$592.96	N/A			\$0.00	\$31.21	N/A
40	\$632.09	\$632.09	\$600.49	N/A			\$0.00	\$31.60	N/A
41	\$643.96	\$643.96	\$611.76	N/A			\$0.00	\$32.20	N/A
42	\$655.33	\$655.33	\$622.56	N/A			\$0.00	\$32.77	N/A
43	\$671.16	\$671.16	\$637.60	N/A			\$0.00	\$33.56	N/A
44	\$690.94	\$690.94	\$656.39	N/A			\$0.00	\$34.55	N/A
45	\$714.19	\$714.19	\$678.48	N/A			\$0.00	\$35.71	N/A
46	\$741.89	\$741.89	\$704.80	N/A			\$0.00	\$37.09	N/A
47	\$773.04	\$773.04	\$734.39	N/A			\$0.00	\$38.65	N/A
48	\$808.65	\$808.65	\$768.22	N/A			\$0.00	\$40.43	N/A
49	\$843.77	\$843.77	\$801.58	N/A			\$0.00	\$42.19	N/A
50	\$883.34	\$883.34	\$839.17	N/A			\$0.00	\$44.17	N/A
51	\$922.41	\$922.41	\$876.29	N/A			\$0.00	\$46.12	N/A
52	\$965.44	\$965.44	\$917.17	N/A			\$0.00	\$48.27	N/A
53	\$1,008.96	\$1,008.96	\$958.51	N/A			\$0.00	\$50.45	N/A
54	\$1,055.95	\$1,055.95	\$1,003.15	N/A			\$0.00	\$52.80	N/A
55	\$1,102.94	\$1,102.94	\$1,047.79	N/A			\$0.00	\$55.15	N/A
56	\$1,153.88	\$1,153.88	\$1,096.19	N/A			\$0.00	\$57.69	N/A
57	\$1,205.32	\$1,205.32	\$1,145.05	N/A			\$0.00	\$60.27	N/A
58	\$1,260.22	\$1,260.22	\$1,197.21	N/A			\$0.00	\$63.01	N/A
59	\$1,287.42	\$1,287.42	\$1,223.05	N/A			\$0.00	\$64.37	N/A
60	\$1,342.32	\$1,342.32	\$1,275.20	N/A			\$0.00	\$67.12	N/A
61	\$1,389.80	\$1,389.80	\$1,320.31	N/A			\$0.00	\$69.49	N/A
62	\$1,420.96	\$1,420.96	\$1,349.91	N/A			\$0.00	\$71.05	N/A
63	\$1,460.03	\$1,460.03	\$1,387.03	N/A			\$0.00	\$73.00	N/A
64	\$1,483.77	\$1,483.77	\$1,409.58	N/A			\$0.00	\$74.19	N/A
65+	\$1,483.77	\$1,483.77	\$1,409.58	N/A			\$0.00	\$74.19	N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**AFSCME COUNCIL 65,
NASHWAUK, MINNESOTA
(LOCAL No. 3452, SUPERVISORY EMPLOYEES)**

JANUARY 1, 2026

through

DECEMBER 31, 2028

TABLE OF CONTENTS

Article	Page
ARTICLE 1: PURPOSE OF AGREEMENT	3
ARTICLE 2: CERTIFICATION AND RECOGNITION	3
ARTICLE 3: MANAGEMENT RIGHTS	3
ARTICLE 4: UNION RIGHTS	4
ARTICLE 5: GRIEVANCE PROCEDURE.....	5
ARTICLE 6: SAVINGS CLAUSE.....	8
ARTICLE 7: LEAVES OF ABSENCE.....	8
ARTICLE 8: DISCIPLINE.....	9
ARTICLE 9: INSURANCE.....	10
ARTICLE 10: HOLIDAYS	12
ARTICLE 11: VACATIONS	13
ARTICLE 12: SICK LEAVE	14
ARTICLE 13: HOURS OF WORK.....	16
ARTICLE 14: SALARY SCHEDULE.....	16
ARTICLE 15: MILEAGE REIMBURSEMENT	17
ARTICLE 16: WAIVER.....	17
ARTICLE 17: TERMINATION AND MODIFICATION.....	17
<u>SCHEDULE A 2026 - 2028 COMPENSATION PLAN</u>	19
SCHEDULE B: 2026 HEALTH INSURANCE CONTRIBUTIONS.....	20-21

ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as Employer and Local Union No. 3452, AFSCME Council 65, AFL-CIO, hereinafter referred to as Union. The intent and purpose of this Agreement is as follows:

1. To establish the terms and conditions of employment for the duration of this agreement;
2. To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement;
3. To specify the full and complete understanding of the parties; and
4. To place in written form the parties' agreement upon the terms and conditions of employment for duration of this agreement.

ARTICLE 2: CERTIFICATION AND RECOGNITION

The Employer recognizes the Union as the exclusive representative for all supervisory employees of the City of East Grand Forks, Minnesota in the job classifications of:

Fire Chief
Library Director
Superintendent of Parks & Recreation
Police Chief
Public Works Director
Community Development Director
Finance Director

who are public employees within the meaning of Minnesota Statutes, Sec. 179A.03, Subd. 14, excluding Public Utilities employees, City Administrator, and all other non-supervisory employees.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 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 establish work schedules; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the Employee's paycheck shall be remitted monthly to the Union with a list of names from whom such deductions were made. The Union shall, furnish the Employer with a list of those employees who are certified as members of said Union. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card to the City Administrator. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Council 65 Office in Nashwauk, Minnesota. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union Dues.

Section 4.2 Steward and Representative

The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and any changes in such choices.

Section 4.3 Facilities

The Employer shall make available to the Union, upon request, facilities at reasonable times for the purposes of bargaining and processing grievances on behalf of union Members so long as (1) they receive approval from the City Administrator; and (2) they do not interfere with the job duties and responsibilities of an employee nor the normal operations of the Employer.

Section 4.4 Bulletin Board

The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.

Section 4.5 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Section 4.6 Union Rights

The Employer will follow Minnesota Statute 179A.07 regarding notification of new hires, employees leaving and new member orientation.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

The words in this article have the meanings given them as follows.

- Subsection 5.1 Bureau. The Minnesota Bureau of Mediation Services.
- Subsection 5.2 Days. Calendar days.
- Subsection 5.3 Employee. Any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.
- Subsection 5.4 Grievance. A dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subd. 1.
- Subsection 5.5 Party. Either the exclusive representative and its authorized agent or the Employer and its authorized representative.
- Subsection 5.6 Service. Personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by postmark or dated receipt, or upon personal delivery.

Section 5.2 Computation of Time

In computing any period of time prescribed, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday recognized in Section 11.1 of this agreement.

Section 5.3 Grievance Procedure

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

- Step 1. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall present the grievance to the City Administrator in writing within 21 days after the event or act giving rise to the grievance. The City Administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 10 days after the grievance is presented.

Step 2. If the grievance is not resolved under Step 1, the parties may mutually agree in writing to request the services of the Bureau to conduct a grievance mediation session in an attempt to resolve the grievance. The request for mediation must be made within ten days of the City Administrator's response in Step 1. If the parties do not mutually agree to participate in a grievance mediation within the time period specified herein or the grievance is not resolved in a mediation, if the parties mutually agreed to participate in mediation, the grievance may proceed directly to grievance arbitration.

Step 3 Arbitration

Referral to Arbitration. If the parties do not mutually agree to participate in a grievance mediation within the time period specified in Step 2 or the grievance is not resolved in a mediation, whichever is applicable, the exclusive representative may serve written notice on the Employer of its intent to refer the case to arbitration within ten days of the applicable mediation scenario specified herein.

Selection of Arbitrator. Within ten days of the service of written notice of intent to arbitrate, the City Administrator or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall thereafter alternately strike names from a list of seven names to be provided by the Bureau until only one name remains. The remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties. 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. 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 the close of the hearing or the submission of briefs by the parties, whichever be 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.

Arbitration Expenses. The Employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and Briefs. Because arbitration is intended to provide simple, speedy alternative litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5.4 Processing of Grievances

Subsection 5.4.1 Release Time. To the fullest extent feasible, the processing of grievances shall be conducted during normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings, whenever such release is consistent with the ability of the Employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subsection 5.4.2 Waiver of Steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established.

Subsection 5.4.3 Time Limits. If the dispute is not presented by the employee within the time limits indicated above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a written complaint, or an appeal thereof, within the specified time limits, the employee may elect to treat the complaint as denied at that step and may appeal the complaint to the next step.

Subsection 5.4.4 Location of Mediation and Arbitration. It is desirable that mediation and arbitration hearings be held within the City of East Grand Forks.

Section 5.5 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 5.3 and the grievance involved 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 Section 5.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 5.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 6: SAVINGS CLAUSE

This Agreement is subject to the laws, ordinances regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held 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 provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step-children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. Employee will be allowed one (1) day of paid leave per year if they are a pall bearer at a funeral. Additional days for funeral leave may be granted at the discretion of the Employer for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation time.

Section 7.2 Jury Duty

All employees will receive an automatic leave of absence when called for jury duty. Employees will be paid by the Employer the difference of their regular compensation and the amount received as a juror (less any amount received for mileage or expense allowance).

Section 7.3 Other Leave

An employee may request a leave of absence without pay for a period of not more than one year. All requests in excess of four working days shall be in writing and directed to the City Administrator. When the request is for more than five (5) working days, the request shall be answered by the City Administrator within two (2) working days. Requests for leaves of absence of more than five (5) days shall be answered within fifteen (15) working days. Requests for leave of absence of more than fifteen (15) working days shall cause the employee's date for seniority privileges, if any, to be advanced by the number of days in excess of fifteen working days.

Section 7.4 Parenting Leave

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

Section 7.5 Union Business

Members of the Union selected to participate in Union functions shall be granted a leave of absence without pay for a reasonable time upon request of the Union. Such leave shall not exceed five working days during the calendar year and no more than two (2) Union employees shall be granted this leave during the calendar year.

Section 7.6 MN Paid Family & Medical Leave

Effective January 1, 2026 the EMPLOYER and EMPLOYEE shall equally share the cost of premiums required by Minnesota's Paid Family and Medical Leave (PFML) law under Minnesota Statutes Chapter 268B. The total premium, as set by the Minnesota Department of Labor, shall be split 50% by the Employer and 50% by the employee. The EMPLOYEE's share will be collected through payroll deduction. The EMPLOYER will pay its share of the premium amount according to the same schedule.

The employer reserves the right to meet its obligations under the Paid Family and Medical Leave law through participation in the State-administered program or through a private plan that complies with all applicable provisions of Minnesota law.

The EMPLOYEE may use their vacation, sick leave, or other accrued paid time off provided for in this CBA as a supplemental benefit by employees who qualify for use of the Minnesota Paid Family and Medical Leave program. The total amount of PFML benefits provided, plus the use of accrued leave shall not exceed 100% of the regular wages of the EMPLOYEE.

An EMPLOYEE may, at their discretion, utilize their accrued leave, other forms of paid time off or disability insurance program benefits in lieu of the Paid Family & Medical Leave benefit.

ARTICLE 8: DISCIPLINE

Section 8.1 Just Cause

The Employer will discipline an employee only for just cause. Discipline will be one or more of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section 8.2 Notification to Union

The employee and the Union will be notified in writing that the employee has been disciplined.

Section 8.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 5 of this agreement.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 **Individual Coverage Health Reimbursement Arrangement (ICHRA):**

Effective for calendar year 2026, the EMPLOYER shall contribute health insurance premiums to be used toward the EMPLOYER selected Benchmark ICHRA Policy. The Benchmark Policy will be selected for all States (Rating Areas) in which the EMPLOYER has EMPLOYEES residing, and the Benchmark Policy shall be used for the purpose of setting monthly EMPLOYER premium contributions. EMPLOYEES will have the opportunity to shop for ICHRA eligible policies through the EMPLOYERS selected Health Insurance/ICHRA vendor.

Subsection 9.1.2 **Insurance Premium Contributions:**

Effective January 1, 2026 through December 31, 2026, based upon the age and residence of the EMPLOYEE and the EMPLOYEES eligible spouse and dependents, the EMPLOYER shall contribute up to 100% of the employees identified Benchmark ICHRA Policy, and up to 95% of the employees spouse, and 90% of the employees dependents, as described on the Contribution Table for employees residing in MN and ND Rating Areas, as shown in Schedule B of this CBA.

Subsection 9.1.3 **Health Insurance Premium Increases:**

Effective each year of the contract after 2026, the EMPLOYER shall increase the EMPLOYER contribution up to 10%. In the event the insurance premium increase is greater than a 10% increase to the EMPLOYER contribution, the EMPLOYEE will then increase its premium contribution up to 10%. In the event the insurance premium

increase is greater than 20% overall, Subsection 9.1.2 & Schedule B for insurance premium contributions will be re-opened for negotiation.

Subsection 9.1.4 Health Savings Account (H S A) - For EMPLOYEES enrolled in an eligible High Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to \$3,200 per calendar year for SINGLE and FAMILY plans. The EMPLOYEE must contribute a minimum of \$1200 per calendar year into the H.S.A. to meet the maximum stated EMPLOYER contribution. EMPLOYER contributions will be made in bi-weekly installments.

Subsection 9.1.5 Scope of Employer Responsibility: The Employer's responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 9. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Employer has failed to pay required contributions to the insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

The Employer shall purchase at its expense a term life insurance policy in the amount of \$50,000 for the employee.

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 9.3.1 Purpose of this Section: To establish the basis for the AFSCME Council 65 Local No. 3452 (Union) and the Employer to provide for the participation of employees covered by the Labor Agreement between the Union and the Employer in the State of Minnesota, Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

Subsection 9.3.2 Duration: Eligibility for participation by employees in the HCSP will begin effective January 1, 2007 and continue unless specifically terminated by the parties.

Subsection 9.3.3 Administration: The Employer will handle the administrative responsibilities of remitting and accounting for the employees contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for

individual employees by majority vote of Local No. 3452 and identified in an accompanying MOU. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union..

Beginning in 2008, all eligible employees will contribute the dollar equivalent of 5% of the unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.

Subsection 9.3.5 Investment Options: Individual employees may select their individual investment options from the list of options made available to individual employees by the MSRS.

Section 9.4 Disability Insurance.

The Employer shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of this policy for the Chief of Police and Fire Chief positions. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation Benefits.

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday*	Christmas Eve*
Memorial Day	Christmas Day
Independence Day	New Year's Eve*
Juneteenth	One (1) Floating Holiday
Labor Day	

*These holidays begin after the employee has worked one-half of his/her normal workday.

The floating holiday is to be taken at the employees' choice with City Administrator's approval. The employee shall receive one (1) day of pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled workday preceding and succeeding the holiday. All employees shall

receive the same number of holidays.

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

If an employee is required to work by the City Administrator or City Council on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their base hourly rate of pay.

ARTICLE 11: VACATIONS

Section 11.1 All full-time employees hired before January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years	200 hours
20 years	208 hours

All full-time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	80 hours
2 years	90 hours
3 years	100 hours
4 years	110 hours
5 years	120 hours
6 years	130 hours
7 years	140 hours
8 years	150 hours
9 years	160 hours

Section 11.2 For payroll purposes, time off for vacation will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.

Section 11.3 Employees hired after January 1, 2018 will have 40 hours of vacation deposited into their vacation accrual bank upon hire. The remaining 40 hours of year 1 vacation will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6-month probationary period will forfeit any unused initial banked vacation and accrued vacation at the point of termination of employment. This section applies to new hires outside the EMPLOYERS organization only. Promotional hires will not receive the 40-hour vacation deposit.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service with unlimited accumulation of hours. For payroll purposes, time off for sick leave will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.

Section 12.2 Employees hired after January 1, 2018 will have 48 hours of sick time deposited into their sick accrual bank upon hire. The remaining 48 hours of year 1 sick time will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6-month probationary period will forfeit any unused initial banked sick time and accrued sick time at the point of termination of employment. This section applies to new hires from outside the EMPLOYERS organization only. Promotional hires will not receive the 40-hour sick leave deposit.

Section 12.3 Earned Sick and Safe Time: The EMPLOYER will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Section 181.9440 – 181.9448. The EMPLOYERS ESST Policy will apply to EMPLOYEES to the extent it does not conflict with this AGREEMENT.

Section 12.4 Only working days shall be counted when computing sick leave. Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical

treatment or legal quarantine. For absences longer than three (3) days, a written report by a doctor may be requested by the Employer confirming illness, injury or treatment.

- Section 12.5 When an employee is eligible for worker's compensation payments and they are unable to work due to the personal injury qualifying them for such payment, the Employer will pay the complete salary to the employee and the same shall be charged to the employee's sick leave until worker's compensation takes over. Thereafter, the employee may supplement the compensation payments with a portion of the employee's sick leave so that the combination of the two will equal the employee's weekly wage as defined in the workers' compensation law, unless an Attorney General's opinion or a court of competent jurisdiction determines that such action by the Employer is contrary to law. In the event an employee's sick leave is completely exhausted, the employee will then receive worker's compensation payments only.
- Section 12.6 Sick leave may also be used in the case of illness in the immediate family requiring the employee's attendance, and will be for the actual time required, but not to exceed three (3) working days. This time shall be charged against the employee's sick leave account.
- Section 12.7 Employees using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.8 Upon resignation, retirement, death or disability of an employee, an employee hired before January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) hours, and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours of unused sick leave then accumulated and the pay therefore shall be at the employee's normal rate of compensation then being received.
- Section 12.9 Upon the death of an employee, the person designated to receive the payments referenced in Section 12.8 as a result of such death shall be the person authorized in writing by the employee as the beneficiary of such payments. If no such written authorization is received from the employee, the payments shall be paid to the personal representative of the employee's estate in accordance with applicable law.

Section 12.9 At the employees' option, employees hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave will go to the employee's sick leave accumulated during that year. Employees hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. Employees must indicate their intention to sell back the days prior to December 1 of that year.

ARTICLE 13: HOURS OF WORK

Section 13.1 The normal workweek shall be Monday through Friday. The normal workday shall be eight (8) hours per day.

Section 13.2 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.

Section 13.3 The Chief of Police will be allowed to work extra shifts that are made available through the Traffic Enforcement Grant. Prior to the Chief of Police working extra shifts, they first need to be made available to all eligible Police Officers. When working these shifts the Chief of Police will receive pay equal to his hourly rate of pay (not overtime).

ARTICLE 14: SALARY SCHEDULE

Section 14.1 Employees shall be compensated in accordance with the compensation schedule attached to this Agreement and entitled Schedule A. The attached schedule is incorporated by reference and shall be considered part of this Agreement. Commencing January 1, 2026; EMPLOYEES will be placed on the EMPLOYERS adopted 10-step compensation plan, and at the Grade and Anniversary date identified in Schedule A. Any employee not at or above the maximum step in the employee's classified pay grade will receive a one-step increase at the employee's listed anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period.

If an employee does not receive a review of "Meets Expectations" or higher on the annual review, the employee will be placed on probation subject to grievance procedures outlined in Article 5 of this agreement. The employee will then be placed on probation for no longer than six months, at which time the employee will receive a probationary review. The employee will receive a pro-rated annual step increase after the probation review if the employee receives a probationary review of at least "Meets Expectations."

New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

Section 14.2 Declared Emergency/Disaster

In the event that the Mayor or designated person in charge declares a local emergency and the local emergency is also declared as a State or Federal Emergency, EMPLOYEES working more than forty (40) hours per work week will receive compensation at a rate of one and one-half (1.5) times their regular rate of pay for all hours worked over forty (40) for the work week.

Employees eligible for this pay clause must be assigned duties by the City Administrator or designee related to the declared emergency/disaster.

ARTICLE 15: MILEAGE REIMBURSEMENT

If an employee needs to travel for official City business outside of the City, then such employee must make reasonable efforts to find out whether a City vehicle is available for such travel. If a City vehicle is available for such travel, then the employee must use such vehicle. If a City vehicle is not available for such travel, then the employee may use his personal vehicle to travel. If the employee uses his personal vehicle for such travel, then the employee shall be reimbursed for business miles at the standard mileage rate issued by the Internal Revenue Service if he or she provides the information to the City Administrator required by him or her.

ARTICLE 16: 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 right and opportunity to make demands and proposals with respect to any terms or conditions 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 unqualifiedly 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 condition 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 parties at the time this contract was negotiated or executed.

ARTICLE 17: TERMINATION AND MODIFICATION

This Agreement shall remain in full force and effect for a period commencing on January 1, 2026, and remain in effect through December 31, 2028, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement

commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on the latest dated affixed to the signatures hereto.

City of East Grand Forks

**American Federation of State, County,
and Municipal Employees, Council 65**

By: _____
Mayor

By: Christopher Kapella
Business Agent

Dated: _____

Dated: 12-23-25

By: _____
City Administrator/Clerk-Treasurer

By: Michael S. Hedlund
Union Steward

Dated: _____

Dated: 12-23-2025

SCHEDULE A
AFSCME Council 65 Local No. 3452 Compensation Plan

For current EMPLOYEES the below listed pay grade and anniversary date considerations will be in effect, beginning January 1, 2026, and the subsequent pay schedules will be in effect for the duration of this AGREEMENT. Any employee not at or above the maximum step in the employee's classified pay grade will receive a one-step increase at the employees listed anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period

Job Classification	Pay Grade	Current Emp. Annvrsy Date
Community Development Director	20	January 1st
Finance Director	22	January 1st
Fire Chief	22	June 2 nd
Library Director	20	January 1st
Parks and Recreation Superintendent	20	September 26 th
Police Chief	23	January 1 st
Public Works Director	22	January 1 st

Pay Schedule 2026

The following schedule represents a 4% increase from the 2025 schedule.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	89,575.55	93,417.40	97,259.23	101,101.08	104,942.92	108,784.75	112,626.58	116,468.44	120,138.93	123,748.45
22	99,710.94	103,982.46	108,253.96	112,525.48	116,797.01	121,068.53	125,340.05	129,611.57	133,685.76	137,718.61
23	105,957.32	110,478.35	115,022.33	119,543.35	124,110.28	128,654.26	133,175.30	137,719.28	142,125.56	146,394.14

Pay Schedule 2027

The following schedule represents a 4% increase from the 2026 schedule.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	93,158.57	97,154.10	101,149.60	105,145.12	109,140.64	113,136.14	117,131.64	121,127.18	124,944.49	128,698.39
22	103,699.38	108,141.76	112,584.12	117,026.50	121,468.89	125,911.27	130,353.65	134,796.03	139,033.19	143,227.35
23	110,195.61	114,897.48	119,623.22	124,325.08	129,074.69	133,800.43	138,502.31	143,228.05	147,810.58	152,249.91

Pay Schedule 2028

The following schedule represents a 4% increase from the 2027 schedule.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	96,884.91	101,040.26	105,195.58	109,350.92	113,506.27	117,661.59	121,816.91	125,972.27	129,942.27	133,846.33
22	107,847.36	112,467.43	117,087.48	121,707.56	126,327.65	130,947.72	135,567.80	140,187.87	144,594.52	148,956.44
23	114,603.43	119,493.38	124,408.15	129,298.08	134,237.68	139,152.45	144,042.40	148,957.17	153,723.00	158,339.91

SCHEDULE B

2026 HEALTH INSURANCE CONTRIBUTION TABLES

2026 ICHRA Contribution Schedule									
Rating Area		MN09							
Carrier		BlueCross BlueShield of Minnesota							
Plan Name		Blue Plus Minnesota Value HSA Gold Plan 207 \$3,400 (MN)							
Annual Deductible (single/Family)		\$3,400 / \$10,200							
EE Coinsurance % (after Deductible)		5%							
Annual Out of Pocket Maximum (In - Network)		\$5,600 / \$16,800			2026 Employer Contribution		Dependents (Spouse + Children)	Employee Monthly Premium Cost	
		Yes				7 Max Dependents			
HSA Eligible		2026 Limits: Single \$4,400/ Family \$8,750			EMPLOYEE	SPOUSE	CHILD DEPENDENT		
Age	Plan Cost by Age	100%	95%	90%			Employee	Spouse	Dependent
< 15	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
15	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
16	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
17	\$396.11	N/A	N/A	\$356.50			N/A	N/A	\$39.61
18	\$396.11	\$445.06	\$422.81	\$356.50			-\$48.95	-\$26.70	\$39.61
19	\$396.11	\$445.06	\$422.81	\$356.50			-\$48.95	-\$26.70	\$39.61
20	\$445.06	\$445.06	\$422.81	\$400.55			\$0.00	\$22.25	\$44.51
21	\$445.06	\$445.06	\$422.81	\$400.55			\$0.00	\$22.25	\$44.51
22	\$445.06	\$445.06	\$422.81	\$400.55			\$0.00	\$22.25	\$44.51
23	\$445.06	\$445.06	\$422.81	\$400.55			\$0.00	\$22.25	\$44.51
24	\$445.06	\$445.06	\$422.81	\$400.55			\$0.00	\$22.25	\$44.51
25	\$446.84	\$446.84	\$424.50	\$402.16			\$0.00	\$22.34	\$44.68
26	\$455.74	\$455.74	\$432.95	\$410.17			\$0.00	\$22.79	N/A
27	\$466.43	\$466.43	\$443.11	N/A			\$0.00	\$23.32	N/A
28	\$483.78	\$483.78	\$459.59	N/A			\$0.00	\$24.19	N/A
29	\$498.02	\$498.02	\$473.12	N/A			\$0.00	\$24.90	N/A
30	\$505.15	\$505.15	\$479.89	N/A			\$0.00	\$25.26	N/A
31	\$515.83	\$515.83	\$490.04	N/A			\$0.00	\$25.79	N/A
32	\$526.51	\$526.51	\$500.18	N/A			\$0.00	\$26.33	N/A
33	\$533.18	\$533.18	\$506.52	N/A			\$0.00	\$26.66	N/A
34	\$540.31	\$540.31	\$513.29	N/A			\$0.00	\$27.02	N/A
35	\$543.87	\$543.87	\$516.68	N/A			\$0.00	\$27.19	N/A
36	\$547.43	\$547.43	\$520.06	N/A			\$0.00	\$27.37	N/A
37	\$550.99	\$550.99	\$523.44	N/A			\$0.00	\$27.55	N/A
38	\$554.55	\$554.55	\$526.82	N/A			\$0.00	\$27.73	N/A
39	\$561.67	\$561.67	\$533.59	N/A			\$0.00	\$28.08	N/A
40	\$568.79	\$568.79	\$540.35	N/A			\$0.00	\$28.44	N/A
41	\$579.47	\$579.47	\$550.50	N/A			\$0.00	\$28.97	N/A
42	\$589.71	\$589.71	\$560.22	N/A			\$0.00	\$29.49	N/A
43	\$603.95	\$603.95	\$573.75	N/A			\$0.00	\$30.20	N/A
44	\$621.75	\$621.75	\$590.66	N/A			\$0.00	\$31.09	N/A
45	\$642.67	\$642.67	\$610.54	N/A			\$0.00	\$32.13	N/A
46	\$667.59	\$667.59	\$634.21	N/A			\$0.00	\$33.38	N/A
47	\$695.63	\$695.63	\$660.85	N/A			\$0.00	\$34.78	N/A
48	\$727.68	\$727.68	\$691.30	N/A			\$0.00	\$36.38	N/A
49	\$759.28	\$759.28	\$721.32	N/A			\$0.00	\$37.96	N/A
50	\$794.88	\$794.88	\$755.14	N/A			\$0.00	\$39.74	N/A
51	\$830.04	\$830.04	\$788.54	N/A			\$0.00	\$41.50	N/A
52	\$868.76	\$868.76	\$825.32	N/A			\$0.00	\$43.44	N/A
53	\$907.93	\$907.93	\$862.53	N/A			\$0.00	\$45.40	N/A
54	\$950.21	\$950.21	\$902.70	N/A			\$0.00	\$47.51	N/A
55	\$992.49	\$992.49	\$942.87	N/A			\$0.00	\$49.62	N/A
56	\$1,038.33	\$1,038.33	\$986.41	N/A			\$0.00	\$51.92	N/A
57	\$1,084.62	\$1,084.62	\$1,030.39	N/A			\$0.00	\$54.23	N/A
58	\$1,134.02	\$1,134.02	\$1,077.32	N/A			\$0.00	\$56.70	N/A
59	\$1,158.50	\$1,158.50	\$1,100.58	N/A			\$0.00	\$57.93	N/A
60	\$1,207.90	\$1,207.90	\$1,147.51	N/A			\$0.00	\$60.40	N/A
61	\$1,250.63	\$1,250.63	\$1,188.10	N/A			\$0.00	\$62.53	N/A
62	\$1,278.66	\$1,278.66	\$1,214.73	N/A			\$0.00	\$63.93	N/A
63	\$1,313.82	\$1,313.82	\$1,248.13	N/A			\$0.00	\$65.69	N/A
64	\$1,335.18	\$1,335.18	\$1,268.42	N/A			\$0.00	\$66.76	N/A
65+	\$1,335.18	\$1,335.18	\$1,268.42	N/A			\$0.00	\$66.76	N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

2026 ICHRA Contribution Schedule								
Rating Area	ND03 & ND04							
Carrier	BlueCross BlueShield of North Dakota							
Plan Name	BlueDirect Gold 90 HSA Eligible \$2600 Deductible (\$5 preventive Drug List)							
Annual Deductible (single/Family)	\$2,600 / \$5,200							
EE Coinsurance % (after Deductible)	10%							
Annual Out of Pocket Maximum (In-Network)	\$4,300 / \$8,600			2026 Employer Contribution			Max # of Dependents (Spouse + Children)	Employee Monthly Premium Cost
HSA Eligible	Yes			EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max	
	Benchmark Contribution by Age			100%	95%	90%		
< 14	378.36	N/A	N/A	N/A	N/A	\$340.52	N/A	Employee N/A Spouse N/A Dependent \$37.84
15	411.99	N/A	N/A	N/A	N/A	\$370.79	N/A	Employee N/A Spouse N/A Dependent \$41.20
16	424.85	N/A	N/A	N/A	N/A	\$382.37	N/A	Employee N/A Spouse N/A Dependent \$42.49
17	437.71	N/A	N/A	N/A	N/A	\$393.94	N/A	Employee N/A Spouse N/A Dependent \$43.77
18	451.56	\$494.59	\$469.86	\$494.59	\$469.86	\$406.40	-\$43.03	Employee -\$18.30 Spouse -\$45.16 Dependent \$46.54
19	465.41	\$494.59	\$469.86	\$494.59	\$469.86	\$418.87	-\$29.18	Employee \$10.39 Spouse \$35.12 Dependent \$49.46
20	480.25	\$494.59	\$469.86	\$494.59	\$469.86	\$445.13	-\$14.34	Employee \$24.73 Spouse \$49.46 Dependent \$49.46
21	\$494.59	\$494.59	\$469.86	\$494.59	\$469.86	\$445.13	\$0.00	Employee \$24.73 Spouse \$49.46 Dependent \$49.46
22	\$494.59	\$494.59	\$469.86	\$494.59	\$469.86	\$445.13	\$0.00	Employee \$24.73 Spouse \$49.46 Dependent \$49.46
23	\$494.59	\$494.59	\$469.86	\$494.59	\$469.86	\$445.13	\$0.00	Employee \$24.73 Spouse \$49.46 Dependent \$49.46
24	\$494.59	\$494.59	\$469.86	\$494.59	\$469.86	\$445.13	\$0.00	Employee \$24.73 Spouse \$49.46 Dependent \$49.46
25	\$496.57	\$496.57	\$471.74	\$496.57	\$471.74	\$446.91	\$0.00	Employee \$24.83 Spouse \$49.66 Dependent \$49.66
26	\$506.46	\$506.46	\$481.14	\$506.46	\$481.14	N/A	\$0.00	Employee \$25.32 Spouse N/A Dependent N/A
27	\$518.33	\$518.33	\$492.41	\$518.33	\$492.41	N/A	\$0.00	Employee \$25.92 Spouse N/A Dependent N/A
28	\$537.62	\$537.62	\$510.74	\$537.62	\$510.74	N/A	\$0.00	Employee \$26.88 Spouse N/A Dependent N/A
29	\$553.45	\$553.45	\$525.78	\$553.45	\$525.78	N/A	\$0.00	Employee \$27.67 Spouse N/A Dependent N/A
30	\$561.36	\$561.36	\$533.29	\$561.36	\$533.29	N/A	\$0.00	Employee \$28.07 Spouse N/A Dependent N/A
31	\$573.23	\$573.23	\$544.57	\$573.23	\$544.57	N/A	\$0.00	Employee \$28.66 Spouse N/A Dependent N/A
32	\$585.10	\$585.10	\$555.85	\$585.10	\$555.85	N/A	\$0.00	Employee \$29.26 Spouse N/A Dependent N/A
33	\$592.52	\$592.52	\$562.89	\$592.52	\$562.89	N/A	\$0.00	Employee \$29.63 Spouse N/A Dependent N/A
34	\$600.43	\$600.43	\$570.41	\$600.43	\$570.41	N/A	\$0.00	Employee \$30.02 Spouse N/A Dependent N/A
35	\$604.39	\$604.39	\$574.17	\$604.39	\$574.17	N/A	\$0.00	Employee \$30.22 Spouse N/A Dependent N/A
36	\$608.35	\$608.35	\$577.93	\$608.35	\$577.93	N/A	\$0.00	Employee \$30.42 Spouse N/A Dependent N/A
37	\$612.30	\$612.30	\$581.69	\$612.30	\$581.69	N/A	\$0.00	Employee \$30.62 Spouse N/A Dependent N/A
38	\$616.26	\$616.26	\$585.45	\$616.26	\$585.45	N/A	\$0.00	Employee \$30.81 Spouse N/A Dependent N/A
39	\$624.17	\$624.17	\$592.96	\$624.17	\$592.96	N/A	\$0.00	Employee \$31.21 Spouse N/A Dependent N/A
40	\$632.09	\$632.09	\$600.49	\$632.09	\$600.49	N/A	\$0.00	Employee \$31.60 Spouse N/A Dependent N/A
41	\$643.96	\$643.96	\$611.76	\$643.96	\$611.76	N/A	\$0.00	Employee \$32.20 Spouse N/A Dependent N/A
42	\$655.33	\$655.33	\$622.56	\$655.33	\$622.56	N/A	\$0.00	Employee \$32.77 Spouse N/A Dependent N/A
43	\$671.16	\$671.16	\$637.60	\$671.16	\$637.60	N/A	\$0.00	Employee \$33.56 Spouse N/A Dependent N/A
44	\$690.94	\$690.94	\$656.39	\$690.94	\$656.39	N/A	\$0.00	Employee \$34.55 Spouse N/A Dependent N/A
45	\$714.19	\$714.19	\$678.48	\$714.19	\$678.48	N/A	\$0.00	Employee \$35.71 Spouse N/A Dependent N/A
46	\$741.89	\$741.89	\$704.80	\$741.89	\$704.80	N/A	\$0.00	Employee \$37.09 Spouse N/A Dependent N/A
47	\$773.04	\$773.04	\$734.39	\$773.04	\$734.39	N/A	\$0.00	Employee \$38.65 Spouse N/A Dependent N/A
48	\$808.65	\$808.65	\$768.22	\$808.65	\$768.22	N/A	\$0.00	Employee \$40.43 Spouse N/A Dependent N/A
49	\$843.77	\$843.77	\$801.58	\$843.77	\$801.58	N/A	\$0.00	Employee \$42.19 Spouse N/A Dependent N/A
50	\$883.34	\$883.34	\$839.17	\$883.34	\$839.17	N/A	\$0.00	Employee \$44.17 Spouse N/A Dependent N/A
51	\$922.41	\$922.41	\$876.29	\$922.41	\$876.29	N/A	\$0.00	Employee \$46.12 Spouse N/A Dependent N/A
52	\$965.44	\$965.44	\$917.17	\$965.44	\$917.17	N/A	\$0.00	Employee \$48.27 Spouse N/A Dependent N/A
53	\$1,008.96	\$1,008.96	\$958.51	\$1,008.96	\$958.51	N/A	\$0.00	Employee \$50.45 Spouse N/A Dependent N/A
54	\$1,055.95	\$1,055.95	\$1,003.15	\$1,055.95	\$1,003.15	N/A	\$0.00	Employee \$52.80 Spouse N/A Dependent N/A
55	\$1,102.94	\$1,102.94	\$1,047.79	\$1,102.94	\$1,047.79	N/A	\$0.00	Employee \$55.15 Spouse N/A Dependent N/A
56	\$1,153.88	\$1,153.88	\$1,096.19	\$1,153.88	\$1,096.19	N/A	\$0.00	Employee \$57.69 Spouse N/A Dependent N/A
57	\$1,205.32	\$1,205.32	\$1,145.05	\$1,205.32	\$1,145.05	N/A	\$0.00	Employee \$60.27 Spouse N/A Dependent N/A
58	\$1,260.22	\$1,260.22	\$1,197.21	\$1,260.22	\$1,197.21	N/A	\$0.00	Employee \$63.01 Spouse N/A Dependent N/A
59	\$1,287.42	\$1,287.42	\$1,223.05	\$1,287.42	\$1,223.05	N/A	\$0.00	Employee \$64.37 Spouse N/A Dependent N/A
60	\$1,342.32	\$1,342.32	\$1,275.20	\$1,342.32	\$1,275.20	N/A	\$0.00	Employee \$67.12 Spouse N/A Dependent N/A
61	\$1,389.80	\$1,389.80	\$1,320.31	\$1,389.80	\$1,320.31	N/A	\$0.00	Employee \$69.49 Spouse N/A Dependent N/A
62	\$1,420.96	\$1,420.96	\$1,349.91	\$1,420.96	\$1,349.91	N/A	\$0.00	Employee \$71.05 Spouse N/A Dependent N/A
63	\$1,460.03	\$1,460.03	\$1,387.03	\$1,460.03	\$1,387.03	N/A	\$0.00	Employee \$73.00 Spouse N/A Dependent N/A
64	\$1,483.77	\$1,483.77	\$1,409.58	\$1,483.77	\$1,409.58	N/A	\$0.00	Employee \$74.19 Spouse N/A Dependent N/A
65+	\$1,483.77	\$1,483.77	\$1,409.58	\$1,483.77	\$1,409.58	N/A	\$0.00	Employee \$74.19 Spouse N/A Dependent N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EAST GRAND FORKS, MN
AND
AFSCME COUNCIL 65, NASHWAUK, MINNESOTA**

This Memorandum of Understanding ("MOU") is entered into between the City of East Grand Forks, Minnesota (hereafter "City") and AFSCME Council 65 (hereafter "Union").

Agreement: Post Employment Health Care Savings Plan

The City will handle the administration responsibilities and accounting for the Union CONTRIBUTIONS to the Minnesota State Retirement System (MSRS) as required by MSRS.

All EMPLOYEES eligible for severance pay for unused vacation and sick leave under this agreement shall have 100% of their eligible vacation and 100% of their eligible sick leave balances up to a maximum combined total of 1,200 hours directed to the MSRS Health Care Savings Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated by their respective signatures.

Signed:

City of East Grand Forks, MN

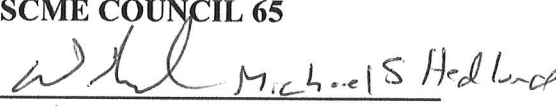
Mayor

Date: _____

City Administrator

Date: _____

AFSCME COUNCIL 65



Steward

Date: 12-23-2025



Business Agent

Date: 12-23-25

RESOLUTION NO. 26 - 01 - 09

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City Council of East Grand Forks supports the incorporation of a citywide Compensation Plan to create a long-term sustainable, compensation solution that complies with Minnesota State Statutes regarding pay equity;

WHEREAS, all of the bargaining units that have settled the reopener portion of the 2026-2028 contracts with the acceptance of the updated compensation plan and with a cost-of-living adjustment of 4.0% for 2026 and 4.0% for 2027 and 4.0% for 2028; and

WHEREAS, the City Council would like maintain consistency for all employees, both union and non-union, regarding the pay plan and cost of living increases.

THEREFORE, BE IT RESOLVED by the City Council of East Grand Forks, that the City implements the Compensation Plan attached herein for all employees.

BE IT FURTHER RESOLVED that the City Council authorizes the City Administrator to implement the Compensation Plan attached herein;

Commencing on January 1, 2026, EMPLOYEES not at or above the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. The annual rating is subject to the grievance procedure. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries/hourly wage rates are based.

An employee receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of the promoted job classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position. The length of service of employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City.

Any provisions not amended in this resolution shall be addressed through the City of East Grand Forks Personnel Policy Manual under the sections including, but not limited to, **POSITION CLASSIFICATION PLAN, RECLASSIFICATION, and COMPENSATION.**

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
1	25,334.40	26,436.80	27,497.60	28,579.20	29,681.60	30,742.40	31,865.60	32,926.40	33,924.80	34,944.00
2	27,372.80	28,516.80	29,702.40	30,867.20	32,052.80	33,196.80	34,382.40	35,588.80	36,628.80	37,731.20
3	29,556.80	30,804.80	32,073.60	33,363.20	34,611.20	35,859.20	37,148.80	38,396.80	39,561.60	40,726.40
4	31,907.20	33,238.40	34,632.00	36,004.80	37,377.60	38,750.40	40,102.40	41,475.20	42,744.00	43,992.00
5	34,444.80	35,921.60	37,398.40	38,875.20	40,372.80	40,372.80	43,326.40	44,803.20	46,134.40	47,528.00
6	37,211.20	38,812.80	40,393.60	42,016.00	43,617.60	45,198.40	46,800.00	48,360.00	49,816.00	51,334.40
7	40,185.60	41,891.20	43,638.40	45,344.00	47,091.20	48,817.60	50,523.20	52,228.80	53,788.80	55,411.20
8	43,388.80	45,281.60	47,112.00	48,984.00	50,835.20	52,686.40	54,558.40	56,409.60	58,115.20	59,883.20
9	45,572.80	47,528.00	49,504.00	51,417.60	53,393.60	55,307.20	57,304.00	59,259.20	61,027.20	62,857.60
10	47,840.00	49,878.40	51,958.40	54,038.40	56,056.00	58,094.40	60,153.60	62,192.00	64,064.00	65,998.40
11	50,710.40	52,894.40	55,078.40	57,262.40	59,425.60	61,609.60	63,772.80	65,936.00	67,932.80	69,950.40
12	53,289.60	55,577.60	57,844.80	60,112.00	62,379.20	64,688.00	66,955.20	69,243.20	71,323.20	73,465.60
13	55,910.40	58,323.20	60,694.40	63,128.00	65,520.00	67,912.00	70,324.80	72,675.20	74,880.00	77,147.20
14	59,841.60	62,400.00	64,937.60	67,537.60	70,096.00	72,654.40	75,212.80	77,812.80	80,142.40	82,534.40
15	64,022.40	66,768.00	69,534.40	72,259.20	75,004.80	77,771.20	80,496.00	83,241.60	85,737.60	88,296.00
16	68,515.20	71,448.00	74,380.80	77,313.60	80,246.40	83,200.00	86,112.00	89,065.60	91,769.60	94,494.40
17	72,612.80	75,732.80	78,832.00	81,972.80	85,072.00	88,192.00	91,291.20	94,411.20	97,240.00	100,172.80
18	77,875.20	81,203.20	84,572.80	87,900.80	91,249.60	94,577.60	97,926.40	101,233.60	104,332.80	107,473.60
19	83,512.00	87,089.60	90,708.80	94,265.60	97,843.20	101,462.40	104,998.40	108,576.00	111,758.40	115,107.20
20	89,575.55	93,417.40	97,259.23	101,101.08	104,942.92	108,784.75	112,626.58	116,468.44	120,138.93	123,748.45
21	94,972.80	99,008.00	103,105.60	107,161.60	111,238.40	115,294.40	119,392.00	123,427.20	127,316.80	131,164.80
22	99,710.94	103,982.46	108,253.96	112,525.48	116,797.01	121,068.53	125,340.05	129,611.57	133,685.76	137,718.61
23	105,957.32	110,478.35	115,022.33	119,543.35	124,110.28	128,654.26	133,175.30	137,719.28	142,125.56	146,394.14
24	114,670.40	120,265.60	124,508.80	129,417.60	134,347.20	139,276.80	144,164.80	149,094.40	153,524.80	158,100.80
25	121,576.00	126,776.00	131,996.80	137,196.80	142,396.80	147,617.60	152,838.40	158,038.40	163,030.40	167,939.20

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 6th of January, 2026.

Mayor

RESOLUTION NO. 26 – 01 - 10

**RESOLUTION TO APPROVE 2026 EMPLOYER HEALTH INSURANCE CONTRIBUTIONS
FOR NON-UNION EMPLOYEES**

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks offers health insurance coverage to its full-time benefit earning non-union employees through an Individual Coverage Health Reimbursement Arrangement (ICHRA), and

WHEREAS, the overall average increase to the City's Benchmark ICHRA Policy for MN Residents was approximately 16.63% and for ND Residents was approximately 4.88%, and

WHEREAS, all of the bargaining units that have settled the re-negotiation portion of the 2026-2028 contracts with an updated contribution to the City's ICHRA Benchmark Policy monthly premiums based on coverage of 100% to Employees, up to 95% to the spouse of employees, and up to 90% to the children/dependents of employees, and

THEREFORE, BE IT RESOLVED, the East Grand Forks City Council does authorize the following monthly employer contribution to all non-union employees, based on the below percentages and attached contribution table, to the City's ICHRA Benchmark Policy monthly premiums for the period of January 1, 2026 through December 31, 2026, for employees residing in MN & ND Rating areas as follows:

- Employees: up to 100% of Benchmark Policy
- Spouse of Employee: up to 95% of Benchmark Policy
- Children of Employee: up to 90% of Benchmark Policy

Full Contribution Tables by residence and age of enrolled shown on the pages to follow.

MN Resident Rating Area:

2026 ICHRA Contribution Schedule								
Rating Area	MN09							
Carrier	BlueCross BlueShield of Minnesota							
Plan Name	Blue Plus Minnesota Value HSA Gold Plan 207 \$3,400 (MN)							
Annual Deductible (single/Family)	\$3,400 / \$10,200							
EE Coinsurance % (after Deductible)	5%							
Annual Out of Pocket Maximum (In - Network)	\$5,600 / \$16,800			2026 Employer Contribution			Dependents (Spouse + Children)	Employee Monthly Premium Cost
HSA Eligible	Yes 2026 Limits: Single \$4,400/ Family \$8,750			EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max Dependents	
Age	Plan Cost by Age	100%	95%	90%	Employee	Spouse	Dependent	
< 15	\$396.11	N/A	N/A	\$356.50	N/A	N/A	\$39.61	
15	\$396.11	N/A	N/A	\$356.50	N/A	N/A	\$39.61	
16	\$396.11	N/A	N/A	\$356.50	N/A	N/A	\$39.61	
17	\$396.11	N/A	N/A	\$356.50	N/A	N/A	\$39.61	
18	\$396.11	\$445.06	\$422.81	\$356.50	-\$48.95	-\$26.70	\$39.61	
19	\$396.11	\$445.06	\$422.81	\$356.50	-\$48.95	-\$26.70	\$39.61	
20	\$445.06	\$445.06	\$422.81	\$400.55	\$0.00	\$22.25	\$44.51	
21	\$445.06	\$445.06	\$422.81	\$400.55	\$0.00	\$22.25	\$44.51	
22	\$445.06	\$445.06	\$422.81	\$400.55	\$0.00	\$22.25	\$44.51	
23	\$445.06	\$445.06	\$422.81	\$400.55	\$0.00	\$22.25	\$44.51	
24	\$445.06	\$445.06	\$422.81	\$400.55	\$0.00	\$22.25	\$44.51	
25	\$446.84	\$446.84	\$424.50	\$402.16	\$0.00	\$22.34	\$44.68	
26	\$455.74	\$455.74	\$432.95	\$410.17	\$0.00	\$22.79	N/A	
27	\$466.43	\$466.43	\$443.11	N/A	\$0.00	\$23.32	N/A	
28	\$483.78	\$483.78	\$459.59	N/A	\$0.00	\$24.19	N/A	
29	\$498.02	\$498.02	\$473.12	N/A	\$0.00	\$24.90	N/A	
30	\$505.15	\$505.15	\$479.89	N/A	\$0.00	\$25.26	N/A	
31	\$515.83	\$515.83	\$490.04	N/A	\$0.00	\$25.79	N/A	
32	\$526.51	\$526.51	\$500.18	N/A	\$0.00	\$26.33	N/A	
33	\$533.18	\$533.18	\$506.52	N/A	\$0.00	\$26.66	N/A	
34	\$540.31	\$540.31	\$513.29	N/A	\$0.00	\$27.02	N/A	
35	\$543.87	\$543.87	\$516.68	N/A	\$0.00	\$27.19	N/A	
36	\$547.43	\$547.43	\$520.06	N/A	\$0.00	\$27.37	N/A	
37	\$550.99	\$550.99	\$523.44	N/A	\$0.00	\$27.55	N/A	
38	\$554.55	\$554.55	\$526.82	N/A	\$0.00	\$27.73	N/A	
39	\$561.67	\$561.67	\$533.59	N/A	\$0.00	\$28.08	N/A	
40	\$568.79	\$568.79	\$540.35	N/A	\$0.00	\$28.44	N/A	
41	\$579.47	\$579.47	\$550.50	N/A	\$0.00	\$28.97	N/A	
42	\$589.71	\$589.71	\$560.22	N/A	\$0.00	\$29.49	N/A	
43	\$603.95	\$603.95	\$573.75	N/A	\$0.00	\$30.20	N/A	
44	\$621.75	\$621.75	\$590.66	N/A	\$0.00	\$31.09	N/A	
45	\$642.67	\$642.67	\$610.54	N/A	\$0.00	\$32.13	N/A	
46	\$667.59	\$667.59	\$634.21	N/A	\$0.00	\$33.38	N/A	
47	\$695.63	\$695.63	\$660.85	N/A	\$0.00	\$34.78	N/A	
48	\$727.68	\$727.68	\$691.30	N/A	\$0.00	\$36.38	N/A	
49	\$759.28	\$759.28	\$721.32	N/A	\$0.00	\$37.96	N/A	
50	\$794.88	\$794.88	\$755.14	N/A	\$0.00	\$39.74	N/A	
51	\$830.04	\$830.04	\$788.54	N/A	\$0.00	\$41.50	N/A	
52	\$868.76	\$868.76	\$825.32	N/A	\$0.00	\$43.44	N/A	
53	\$907.93	\$907.93	\$862.53	N/A	\$0.00	\$45.40	N/A	
54	\$950.21	\$950.21	\$902.70	N/A	\$0.00	\$47.51	N/A	
55	\$992.49	\$992.49	\$942.87	N/A	\$0.00	\$49.62	N/A	
56	\$1,038.33	\$1,038.33	\$986.41	N/A	\$0.00	\$51.92	N/A	
57	\$1,084.62	\$1,084.62	\$1,030.39	N/A	\$0.00	\$54.23	N/A	
58	\$1,134.02	\$1,134.02	\$1,077.32	N/A	\$0.00	\$56.70	N/A	
59	\$1,158.50	\$1,158.50	\$1,100.58	N/A	\$0.00	\$57.93	N/A	
60	\$1,207.90	\$1,207.90	\$1,147.51	N/A	\$0.00	\$60.40	N/A	
61	\$1,250.63	\$1,250.63	\$1,188.10	N/A	\$0.00	\$62.53	N/A	
62	\$1,278.66	\$1,278.66	\$1,214.73	N/A	\$0.00	\$63.93	N/A	
63	\$1,313.82	\$1,313.82	\$1,248.13	N/A	\$0.00	\$65.69	N/A	
64	\$1,335.18	\$1,335.18	\$1,268.42	N/A	\$0.00	\$66.76	N/A	
65+	\$1,335.18	\$1,335.18	\$1,268.42	N/A	\$0.00	\$66.76	N/A	

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

ND Resident Rating Area:

2026 ICHRA Contribution Schedule									
Rating Area	ND03 & ND04								
Carrier	BlueCross BlueShield of North Dakota								
Plan Name	BlueDirect Gold 90 HSA Eligible \$2600 Deductible (\$5 preventive Drug List)								
Annual Deductible (single/Family)	\$2,600 / \$5,200								
EE Coinsurance % (after Deductible)	10%								
Annual Out of Pocket Maximum (In-Network)	\$4,300 / \$8,600		2026 Employer Contribution			Max # of Dependents (Spouse + Children)	Employee Monthly Premium Cost		
HSA Eligible	Yes		EMPLOYEE	SPOUSE	CHILD DEPENDENT	7 Max			
	Benchmark Contribution by Age	100%	95%	90%			Employee	Spouse	Dependent
< 14	378.36	N/A	N/A	\$340.52			N/A	N/A	\$37.84
15	411.99	N/A	N/A	\$370.79			N/A	N/A	\$41.20
16	424.85	N/A	N/A	\$382.37			N/A	N/A	\$42.49
17	437.71	N/A	N/A	\$393.94			N/A	N/A	\$43.77
18	451.56	\$494.59	\$469.86	\$406.40			-\$43.03	-\$18.30	\$45.16
19	465.41	\$494.59	\$469.86	\$418.87			-\$29.18	-\$4.45	\$46.54
20	480.25	\$494.59	\$469.86	\$445.13			-\$14.34	\$10.39	\$35.12
21	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
22	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
23	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
24	\$494.59	\$494.59	\$469.86	\$445.13			\$0.00	\$24.73	\$49.46
25	\$496.57	\$496.57	\$471.74	\$446.91			\$0.00	\$24.83	\$49.66
26	\$506.46	\$506.46	\$481.14	N/A			\$0.00	\$25.32	N/A
27	\$518.33	\$518.33	\$492.41	N/A			\$0.00	\$25.92	N/A
28	\$537.62	\$537.62	\$510.74	N/A			\$0.00	\$26.88	N/A
29	\$553.45	\$553.45	\$525.78	N/A			\$0.00	\$27.67	N/A
30	\$561.36	\$561.36	\$533.29	N/A			\$0.00	\$28.07	N/A
31	\$573.23	\$573.23	\$544.57	N/A			\$0.00	\$28.66	N/A
32	\$585.10	\$585.10	\$555.85	N/A			\$0.00	\$29.26	N/A
33	\$592.52	\$592.52	\$562.89	N/A			\$0.00	\$29.63	N/A
34	\$600.43	\$600.43	\$570.41	N/A			\$0.00	\$30.02	N/A
35	\$604.39	\$604.39	\$574.17	N/A			\$0.00	\$30.22	N/A
36	\$608.35	\$608.35	\$577.93	N/A			\$0.00	\$30.42	N/A
37	\$612.30	\$612.30	\$581.69	N/A			\$0.00	\$30.62	N/A
38	\$616.26	\$616.26	\$585.45	N/A			\$0.00	\$30.81	N/A
39	\$624.17	\$624.17	\$592.96	N/A			\$0.00	\$31.21	N/A
40	\$632.09	\$632.09	\$600.49	N/A			\$0.00	\$31.60	N/A
41	\$643.96	\$643.96	\$611.76	N/A			\$0.00	\$32.20	N/A
42	\$655.33	\$655.33	\$622.56	N/A			\$0.00	\$32.77	N/A
43	\$671.16	\$671.16	\$637.60	N/A			\$0.00	\$33.56	N/A
44	\$690.94	\$690.94	\$656.39	N/A			\$0.00	\$34.55	N/A
45	\$714.19	\$714.19	\$678.48	N/A			\$0.00	\$35.71	N/A
46	\$741.89	\$741.89	\$704.80	N/A			\$0.00	\$37.09	N/A
47	\$773.04	\$773.04	\$734.39	N/A			\$0.00	\$38.65	N/A
48	\$808.65	\$808.65	\$768.22	N/A			\$0.00	\$40.43	N/A
49	\$843.77	\$843.77	\$801.58	N/A			\$0.00	\$42.19	N/A
50	\$883.34	\$883.34	\$839.17	N/A			\$0.00	\$44.17	N/A
51	\$922.41	\$922.41	\$876.29	N/A			\$0.00	\$46.12	N/A
52	\$965.44	\$965.44	\$917.17	N/A			\$0.00	\$48.27	N/A
53	\$1,008.96	\$1,008.96	\$958.51	N/A			\$0.00	\$50.45	N/A
54	\$1,055.95	\$1,055.95	\$1,003.15	N/A			\$0.00	\$52.80	N/A
55	\$1,102.94	\$1,102.94	\$1,047.79	N/A			\$0.00	\$55.15	N/A
56	\$1,153.88	\$1,153.88	\$1,096.19	N/A			\$0.00	\$57.69	N/A
57	\$1,205.32	\$1,205.32	\$1,145.05	N/A			\$0.00	\$60.27	N/A
58	\$1,260.22	\$1,260.22	\$1,197.21	N/A			\$0.00	\$63.01	N/A
59	\$1,287.42	\$1,287.42	\$1,223.05	N/A			\$0.00	\$64.37	N/A
60	\$1,342.32	\$1,342.32	\$1,275.20	N/A			\$0.00	\$67.12	N/A
61	\$1,389.80	\$1,389.80	\$1,320.31	N/A			\$0.00	\$69.49	N/A
62	\$1,420.96	\$1,420.96	\$1,349.91	N/A			\$0.00	\$71.05	N/A
63	\$1,460.03	\$1,460.03	\$1,387.03	N/A			\$0.00	\$73.00	N/A
64	\$1,483.77	\$1,483.77	\$1,409.58	N/A			\$0.00	\$74.19	N/A
65+	\$1,483.77	\$1,483.77	\$1,409.58	N/A			\$0.00	\$74.19	N/A

Note: Family's will pay for premiums for the first three (3) children age 16 & under. Additional children in the family age 16 and under are not charged a premium. All child dependents age 17 & older are considered full premium paying members.

Voting Aye:
Voting Nay:
Absent: *None.*

The President declared the Resolution passed.

Passed: January 6, 2026

Attest:

City Administrator/Clerk Treasurer

President of Council

I hereby approve the foregoing resolution that was adopted on 6th day of January, 2026.

Mayor

Request for Council Action

Date: 12/31/2025

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice-President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmey, and Karen Peterson.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Equipment Operator promotion

Background:

George Weber (Equipment Operator) retired December 12th, 2026, which left a vacancy within the Public Works Department. Council gave approval to move forward with the hiring process to fill the vacancy December 16th, 2025. The City advertised internally and received two applicants. The applicants were approved and moved on for the Public Works Department to interview candidates. Department interviews took place on December 31st, 2025. We offered the position to Mr. Jack Croaker contingent on Council approval.

If Council approves, Jack Croaker will be promoted to Equipment Operator effective January 7th, 2026, and his starting salary will be Grade II and Step 7 (pay rate at this time is undermined as the Union has not settled at this time).

Recommendation: Approve the promotion of Mr. Jack Croaker to Equipment Operator effective January 7th, 2026, starting at Grade II & Step 7 per the City's pay scale.

RESOLUTION NO. 26 – 01 – 11

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks has an opening for position of “Equipment Operator”, and

WHEREAS, a promotional process was completed with candidates being reviewed and interviewed by the Civil Service Commission and by City Staff, and

WHEREAS, City Staff has recommended the promotion of Jack Croaker as Equipment Operator, and

WHEREAS, Mr. Croaker will be placed on Grade 11 Step 7 of the City’s Collective Bargaining Agreement with Teamsters Local No. 120; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA:

1. Approve the promotion of Jack Croaker as Equipment Operator at Grade 11 Step 7 of the City’s approved compensation plan.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 6th day of January, 2026.

Mayor

Request for Council Action

Date: January 6, 2026

To: East Grand Forks City Council Mayor Mark Olstad, Council President Brian Larson, Council Vice President Tim Riopelle, Council Members Tami Schumacher, Ben Pokrzywinski, Dale Helms, Donald Casmev, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to hire Renee Olson to the position of City Clerk

Background:

The Civil Service Commission and City Staff have conducted interviews for the open City Clerk position. The City advertised externally and initially received more than 20 applications. Civil Service certified four (4) applicants as finalists, which were interviewed by staff on December 23, 2025.

Of the applicants, City Staff are recommending Ms. Renee Olson for the position of City Clerk. Ms. Olson has previous City Clerk experience in another MN City and is well qualified for the position.

With the City Councils approval of the hire, Ms. Olson is planning to begin her employment with the City on Monday, January 19, 2026.

Recommendation:

Approve the hiring of Renee Olson at a Grade 14/Step 3 at an hourly rate of \$31.22.

Attachments

None

RESOLUTION NO. 26 – 01 - 12

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks has an opening for position of “City Clerk”, and

WHEREAS, a hiring process was completed with candidates being interviewed by the Civil Service Commission and by City Staff, and

WHEREAS, City Staff has recommended the hiring of Renee Olson as the City Clerk, and

WHEREAS, Ms. Olson would be placed on the current Grade 14 Step 3 at a rate of \$31.22 per hour; and

NOW, THEREFORE, BE IT RESOLVED the City Council of East Grand Forks approves the hiring of Renee Olson as the City Clerk at a salary of \$31.22 per hour.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: January 6, 2026

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 6th day of January, 2026.

Mayor