

**AGREEMENT BETWEEN**

**CITY OF RAMSEY**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.,  
(LOCAL # 408)**



**LICENSED CAPTAINS**

**January 1, 2019 – December 31, 2020**

**Prepared by Colleen Lasher, Administrative Services Director**

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**ARTICLE 1: PURPOSE OF AGREEMENT**

THIS AGREEMENT is entered into between the CITY OF RAMSEY, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called LELS.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The EMPLOYER and LELS, through this Agreement, shall continue their dedication to the highest quality of police service and protection to the residents of the City of Ramsey. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2: RECOGNITION**

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative for "All essential licensed Captains employed by the City of Ramsey Police Department, Ramsey, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other EMPLOYEES as determined by the Bureau of Mediation's Certification of Representation dated March 8, 2017.
- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3: DEFINITIONS**

- 3.1 LELS. Law Enforcement Labor Services, Inc.
- 3.2 LELS Member. A member of Law Enforcement Labor Services, Inc
- 3.3 Employee. A member of the exclusively recognized bargaining unit.
- 3.4 Department. The Ramsey Police Department.
- 3.5 Employer. The City of Ramsey.

- 3.6 Chief. The Chief of the Ramsey Police Department.
- 3.7 LELS Officer. Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 Strike. Concerted Action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

**ARTICLE 4: EMPLOYER AUTHORITY**

- 4.1 EMPLOYER retains the full and unrestricted right to operate and manage all staff, 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 and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term 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 SECURITY**

- 5.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly LELS dues. Such monies shall be remitted as directed by LELS, in writing to the EMPLOYER, the current amount of regular dues to be withheld.
- 5.2 LELS may designate no more than two EMPLOYEES from the bargaining unit to act as a representative and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of representative and/or alternate.
- 5.3 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting LELS notice(s) and announcement(s).
- 5.4 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provision of this ARTICLE.

**ARTICLE 6: EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 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.

6.2 LELS Representatives. The EMPLOYER will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. LELS shall notify the EMPLOYER in writing of the names of such LELS Representatives and of their successors when so designated as provided by Article 5.2 of this Agreement.

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

6.4 Procedure. Grievances, as defined by Article 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S direct 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. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested 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 LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Chief of Police or his/her designee, who is the designated Step 2 representative. The Chief of Police shall give LELS 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 Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Ramsey City Administrator or his/her designee who is the EMPLOYER'S designated Step 3 representative. The City Administrator shall give LELS 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 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by LELS within ten (10) calendar days shall be considered waived

Step 3A. A grievance unresolved in Step 2 and appealed to Step 3 by LELS may be submitted to mediation with the Minnesota Bureau of Mediation Services, subject to Public Employment Labor Relations Act (PELRA).

Step 4. A grievance unresolved in Step 3 or 3A and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the PELRA as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.

#### 6.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and LELS, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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 LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS provided that each party shall be responsible for compensating its own representatives, attorneys, 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.

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 agree 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, LELS 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 written agreement of the EMPLOYER and LELS in each step.

- 6.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of any EMPLOYEE who has completed the required probationary period, the grievance may be appealed either by step 4 of ARTICLE 6 or a procedure such as: Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 6. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized – Step 4 of ARTICLE 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through step 4 of ARTICLE 6.

#### **ARTICLE 7: SENIORITY**

- 7.1 Seniority shall be determined by the EMPLOYEE'S time in grade and may be posted in an appropriate location. Seniority rosters shall be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 7.2 All newly hired EMPLOYEES shall serve a one-year probationary period. All promoted or reassigned EMPLOYEES shall serve a six-month probationary period. During the one-year probationary period, a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the EMPLOYER. During the six-month probationary period, a promoted or reassigned EMPLOYEE may be replaced in the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.
- 7.3 A reduction of work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within two (2) years of the time of the EMPLOYEE'S layoff before any new EMPLOYEE is hired.

#### **ARTICLE 8: DISCIPLINE**

- 8.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one or more of the following forms.
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge

- |
- 8.2 Disciplinary actions need not be taken in the order indicated in this Article. Suspensions, demotions and discharges will be in written form.
  - 8.3 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 read and acknowledged by signature of the EMPLOYEE. EMPLOYEES and LELS shall receive a copy of such reprimands and/or notices.
  - 8.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
  - 8.5 A five (5) day (regularly scheduled consecutive work days) suspension, without pay, will precede any discharge order, except for those employees who are defined as Veterans pursuant to Minnesota Statutes Annotated 197.46.
  - 8.6 An EMPLOYEE will not be questioned concerning an investigation of disciplinary action against that EMPLOYEE unless said EMPLOYEE has been given an opportunity to have an LELS representative present at such questioning.
  - 8.7 Grievances relating to this ARTICLE shall be initiated by LELS in Step 3 of the grievance procedure under ARTICLE 6.

**ARTICLE 9: WORK SCHEDULES**

- 9.1 The normal work year for full-time EMPLOYEES shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each EMPLOYEE through:
  - a) Scheduled hours of work;
  - b) Scheduled department meetings;
  - c) Holidays;
  - d) Authorized training;
  - e) Authorized leave time
- 9.2 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.

**ARTICLE 10: VACATION**

Full-Time, Captains Vacation Accrual Schedule		
Effective Date	Bi-weekly Accrual Rate	Vacation Days/Year
Start date	4.62 hours/pay period	15 days
6 <sup>th</sup> Anniversary	5.54 hours/pay period	18 days
8 <sup>th</sup> Anniversary	5.85 hours/pay period	19 days
10 <sup>th</sup> Anniversary	6.15 hours/pay period	20 days
12 <sup>th</sup> Anniversary	6.46 hours/pay period	21 days
16 <sup>th</sup> Anniversary	6.77 hours/pay period	22 days
17 <sup>th</sup> Anniversary	7.08 hours/pay period	23 days
18 <sup>th</sup> Anniversary	7.38 hours/pay period	24 days
19 <sup>th</sup> Anniversary	7.69 hours/pay period	25 days

For the purpose of accumulating additional vacation, an EMPLOYEE using paid holidays, earned vacation leave or sick leave is considered to be working.

- 10.1 An EMPLOYEE'S accrued or "banked" vacation leave must be equal to or less than two times the yearly accrual by December 31<sup>st</sup> of each year; any accruals exceeding this amount will be forfeited.
- 10.2 Vacation leave may be used as earned subject to approval by the department head at the time at which it may be taken.
- 10.3 Any EMPLOYEE leaving the EMPLOYER's service in good standing after giving at least fourteen (14) calendar days' notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation. Upon separation pursuant to this Section, 100% of this compensation shall be deposited into the EMPLOYEE'S post-employment healthcare savings plan.

**ARTICLE 11: SICK LEAVE**

- 11.1 Every probationary and regular EMPLOYEE is entitled to sick leave with pay at the rate of eight hours for each calendar month of full-time service. Sick leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 2 hours. ~~Unused sick leave in excess of 960 hours at the end of a calendar year (December 31<sup>st</sup>) shall be deposited into the health care savings plan (HCSP) at the~~

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EMPLOYEE'S current hourly rate at a two to one ratio (50%) of sick leave in excess of 960 hours, subject to Article 14.1.

**Deleted:** of one hour vacation for each two hours of

- 11.2 Sick leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or exposure to contagious disease where such exposure may endanger the health of others with whom the EMPLOYEE could come in contact in the course of performing work duties. Sick leave may also be authorized when the EMPLOYEE'S presence is necessary, for actual illness, injury, legal quarantine or medical treatment in the EMPLOYEE'S immediate family. Immediate family, for the purposes of this Article, shall be defined as spouse, parent, step parent, children, step children, brother, sister, grandparents, grandchildren or a like member of the EMPLOYEE'S spouse's family; and for any person or persons for whom sick time can be used to provide care under applicable state and federal statutes. The EMPLOYEE shall, when taking sick leave, make sure that the department duty schedule is adjusted as to maintain the department's minimal coverage requirements during the time the EMPLOYEE is on sick leave.
- 11.3 EMPLOYEES are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family. For purposes of this Section, the term immediate family is defined as an EMPLOYEE's spouse, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, or a like member of the EMPLOYEE'S spouse's family as defined under Article 15.2. That time is not chargeable against any accrued vacation or sick leave. Funeral leave must be taken within five (5) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.
- 11.4 To be eligible for sick leave with pay, an EMPLOYEE shall:
- 1) report as soon as possible to the EMPLOYEE'S immediate supervisor the reason for the absence;
  - 2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S condition;
  - 3) for any absence that exceeds three (3) consecutive days, upon the EMPLOYEE'S return to work, submit a medical certificate from a physician 1) when the nature of the illness warranted being seen by a health care professional or 2) at a minimum, the EMPLOYEE must submit his or her own written documentation with a brief explanation of the nature of the absences;
  - 4) if requested by the City Administrator or the Chief of Police, submit a medical certificate from a physician for absence.
- 11.5 Using or claiming sick leave for a purpose not authorized by Article 15.2 shall be cause for disciplinary action.

- 11.6 For the purpose of accumulating additional sick leave, an EMPLOYEE using paid holidays, earned vacation leave or sick leave is considered to be working.
- 11.7 Upon voluntary separation, 100% of any eligible unused sick leave is to be deposited into EMPLOYEE'S post-employment healthcare savings plan. Upon termination of employment with the EMPLOYER, eligible sick leave is based upon thirty-three percent (33%) of said EMPLOYEE'S unused accumulated sick leave after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive thirty-five percent (35%) of said EMPLOYEE'S unused, accumulated sick leave. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty-seven percent (37%) of unused, accumulated sick leave. After twenty-five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEE'S unused, accumulated sick leave.

**ARTICLE 12: INJURY ON DUTY (IOD)**

- 12.1 EMPLOYEES injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the EMPLOYEE'S regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the EMPLOYEE'S vacation, sick leave or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the EMPLOYEE'S sick leave account less Worker's Compensation insurance payments. In the event that the three (3) day working waiting period is waived by the Worker's Compensation carrier, IOD pay will begin immediately. EMPLOYEES drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after-tax pay than the EMPLOYEE made while working.

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**ARTICLE 13: HOLIDAYS**

- 13.1 The following twelve (12) days are recognized as holidays:

New Year's Day  
Martin Luther King's Day  
President's Day  
Memorial Day  
Independence Day (4<sup>th</sup> of July)  
Labor Day  
Veteran's Day  
Thanksgiving Day

Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Eight Hour Floating Holiday (to be used Jan 1 to Dec. 31)

EMPLOYEES are entitled to time-off with full pay on holidays. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve or Christmas Day falls on Sunday, the following Monday is considered the paid holiday and if any such day falls on Saturday, the preceding Friday is considered the paid holiday.

#### **ARTICLE 14 FITNESS-ON-DUTY**

- 14.1 The purpose of this Article is to give each Officer the option to exercise while on duty. This is a voluntary Fitness-on-Duty program which provides an opportunity for s engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.
- 14.2 This program is subject to the following terms and conditions: The EMPLOYEE will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks.
- 14.3 All participants will adhere to the department Physical Fitness Program policy.

#### **ARTICLE 15: INSURANCE**

- 15.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 15.2 The EMPLOYER, effective January 1, 2018, agrees to contribute the dollar value equivalent to the cost of the monthly EMPLOYEE only dental premium as established by the EMPLOYER. Credit in lieu of coverage will not be granted.

#### **ARTICLE 16: CLOTHING, UNIFORMS AND VEHICLE**

- 16.1 The EMPLOYER shall provide uniforms (including boots) and equipment and provide for the replacement of same as outlined by department policy.
- 16.2 The EMPLOYER shall provide take-home vehicles to the members of the bargaining unit. EMPLOYEES shall follow the EMPLOYER'S department policies regarding take-home vehicle use. Any changes to these policies will be negotiated.

#### **ARTICLE 17: SAVINGS CLAUSE**

- 17.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Ramsey. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated at the written request of either party.

**ARTICLE 18: SALARIES**

18.1 The EMPLOYEES' wages payable during the term of this Agreement shall be as follows;

**2019 Wages**

As a result of a Cost of Living Adjustment, wages will increase by 2.75% over the 2018 wage scale. The following salaries are calculated for January 1, 2019 through December 31, 2019, adding 2.75% to December 31, 2018 wages effective on January 1, 2019..

Police Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
<b>2019 Wages</b>	\$42.434	\$44.555	\$46.677	\$48.799	\$50.921	\$53.042

**2020 Wages**

As a result of a Cost of Living Adjustment, wages will increase by 3% over the 2019 wage scale. The following salaries are calculated for January 1, 2020 through December 31, 2020, adding 3% to December 31, 2019 wages effective on January 1, 2020.

Police Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
<b>2020 Wages</b>	\$43.707	\$45.892	\$48.077	\$50.263	\$52.448	\$54.633

18.2 EMPLOYEES: working outside of their regularly assigned duties will be entitled to overtime pay at time and one-half (1 ½) their regular rate of pay. In addition to working outside of their regularly assigned duties, EMPLOYEES are also entitled to overtime pay for working events where an outside funding source pays for the EMPLOYEES' wages. Examples include, but are not limited to, State funded safe and sober shifts.

18.3 EMPLOYEES will earn longevity pay as follows:

<b>Effective January 1, 2019</b>
<u>Longevity Pay: After 5 Years in Bargaining Unit: 1% increase over Step 6</u>
<u>Longevity Pay: After 8 Years in Bargaining Unit: 2% increase over Step 6</u>
<u>Longevity Pay: After 12 Years in Bargaining Unit: 3% increase over Step 6</u>

<b>Effective January 1, 2020</b>
<u>Longevity Pay: After 5 Years in Bargaining Unit: 2% increase over Step 6</u>
<u>Longevity Pay: After 8 Years in Bargaining Unit: 3% increase over Step 6</u>

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Longevity Pay: After 12 Years in Bargaining Unit: 4% increase over Step 6

18.4 EMPLOYEE will contribute the following amounts of gross pay to the EMPLOYEE'S individual Post Employment Health Care Savings Account (HCSP):

2% of gross pay to HCSP until 5 years prior to normal retirement age (55), at which time ongoing contributions will be 4% of salary.

18.5 EMPLOYER will pay POST license fees for all licensed Captains up to \$90.00 every three (3) years.

18.4 EMPLOYER will reimburse EMPLOYEE for annual Minnesota Police and Peace Officers Association and Legal Defense Fund in the amount of \$146.00 per year.

#### **ARTICLE 19: WAIVER**

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 are hereby superseded.

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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and LELS each voluntarily and unqualifiedly waive 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 of the parties at the time this Agreement was negotiated or executed.

**ARTICLE 20: DURATION**

Except as herein provided, this Agreement shall be in effect commencing January 1, 2019, and shall remain in full force and effect through and including December 31, 2020, and thereafter until modified or amended by mutual agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, per resolution \_\_\_\_\_

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**FOR THE CITY OF RAMSEY:**

BY: \_\_\_\_\_  
Mayor Date

ATTEST: \_\_\_\_\_  
City Administrator Date

**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**

BY: \_\_\_\_\_  
Brad Bluml, Steward Date

BY: \_\_\_\_\_  
Tim Frankfurth, Steward Date

BY: \_\_\_\_\_  
Jessica Mabin LELS, Business Agent Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RAMSEY AND LAW  
ENFORCEMENT LABOR SERVICES -CAPTAINS**

**M.O.U. INSURANCE**

**January 1, 2019 to December 31, 2020 as described below:**

**1) City total monthly contributions for 2019 health insurance, as follows:**

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's health plan during 2019. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

The City's monthly contribution to health insurance in 2019, including the contribution to the health insurance premium and the H.R.A./V.E.B.A. or H.S.A. (total city contribution per month) are listed below.

Total Monthly City Contributions

- Employee only (single) City contribution from: \$789.00 to \$858.00
- Employee and Children City contribution: \$1,033.60
- Employee and Spouse City contribution: \$1,077.40
- Family City contribution: \$1,327.80

Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- Single plans with a \$4000 deductible receive \$194.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- Other single plans receive \$130.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All employee + children and employee + spouse plans will receive \$160.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the H.R.A./V.E.B.A. or H.S.A.

Or

Provide cash in lieu of City's insurance contribution of \$370 per month in 2019. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must show proof of other coverage and agrees to the terms of the waiving benefit as described within the City's policy, signing the acknowledgement form

**2) City total monthly contributions for 2020 health insurance, as follows:**

A. 2020 Premium Contributions Based on Existing Insurance Premiums

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's health plan during 2020. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

The City's monthly contribution to health insurance in 2020, including the contribution to the health insurance premium and the H.R.A./V.E.B.A. or H.S.A. (total city contribution per month) are listed below.

Total Monthly City Contributions

- Employee only (single) City contribution from: \$861.49 to \$938.08
- Employee and Children City contributions: \$1,129.70
- Employee and Spouse City contribution: \$1,178.31
- Family City contribution: \$1,452.74

Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- Single plans with a \$4000 deductible receive \$194.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- Other single plans receive \$130.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All employee + children and employee + spouse plans will receive \$160.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the H.R.A./V.E.B.A. or H.S.A.

Or

Provide cash in lieu of City's insurance contribution of \$370 per month in 2020. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must show proof of other coverage and agrees to the terms of the waiving benefit as described within the City's policy, signing the acknowledgement form

B. 2020 Premium Contributions If There is a Change in Total Premium Cost Due to Change in Insurance Band or Affordable Care Act Premium Taxes

The parties understand and agree that the Total Monthly City Contributions described in Paragraph A, above, are based on the currently anticipated total cost of the premiums for the City's \$2,500 Perform Network insurance program ("Perform Network"). In the event that there are changes to the Perform Network premiums for 2020 due to either: (1) a reduction in premiums; or (2) an increase in premiums due to the imposition of premium taxes under the Affordable Care Act, the Total Monthly City Contribution will be adjusted as follows:

1. Reduction in Premium Due to Change in Insurance Band

If the total premium cost of the Perform Network decreases in 2020 due to the City being rated in a different insurance band or classification, the Total Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:

- Employee only (single): The City will contribute the total cost of the Perform Network premium, not to exceed the amount described in Paragraph A.
- Employee and Children: The City's contribution will be reduced to 60% of the cost of the Perform Network premium.
- Employee and Spouse: The City's contribution will be reduced to 60% of the cost of the Perform Network premium.
- Family: The City's contribution will be reduced to 60% of the cost of the Perform Network premium.

2. Increase in Premium Due to Imposition of Taxes Under the Affordable Care Act

If the total premium cost of the Perform Network increases in 2020 due to the imposition of taxes under the Affordable Care Act, the Total Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:

- Employee only (single): The City will contribute the amount described in Paragraph A, plus the total increase in the premium cost for single coverage under the Perform Network due to the imposition of taxes under the Affordable Care Act.
- Employee and Children: The City will contribute the amount described in Paragraph A, plus 60% of the increase in the premium cost for Employee and Children coverage under the Perform Network due to the imposition of taxes under the Affordable Care Act.
- Employee and Spouse: The City will contribute the amount described in Paragraph A, plus 60% of the increase in the premium cost for Employee and Spouse coverage under the Perform Network due to the imposition of taxes under the Affordable Care Act.
- Family: The City will contribute the amount described in Paragraph A, plus 60% of the increase in the premium cost for Family coverage under the Perform Network due to the imposition of taxes under the

Affordable Care Act.

3. Application of Paragraphs 1 and 2. In 2020, if the total premium cost for the Perform Network is decreased due to the City being classified in a more favorable band or classification, and the total premium cost is impacted by the imposition of taxes under the Affordable Care Act, the Total Monthly City Contribution, as described in Paragraph A, will be adjusted as follows:

- Employee only (single): The City will contribute the total cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act. Employees electing an Employee only (single) plan priced less than the Perform Network plan will receive a City contribution to the premium equal to the elected plan premium.
- Employee and Children: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.
- Employee and Spouse: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.
- Family: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.

**FOR THE CITY OF RAMSEY:**

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

**FOR LELS - CAPTAINS**

|

BY: \_\_\_\_\_  
Brad Bluml, Steward

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Tim Frankfurth, Steward

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Jessica Mabin LELS, Business Agent

\_\_\_\_\_  
Date

|

DRAFT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RAMSEY AND LAW  
ENFORCEMENT LABOR SERVICES -CAPTAINS**

**M.O.U. CRITICAL INCIDENT COUNSELING SERVICES**

**January 1, 2019 to December 31, 2020 as described below:**

This agreement is made between the City of Ramsey (“City”) and Law Enforcement Labor Services Local 408 - Captains (“Union”). The City and the Union are hereinafter referred to collectively as the “parties,” and individually as a “party.”

WHEREAS, it is in the City’s interest to provide counseling services to police officers involved in “critical incidents,” as described herein; and

WHEREAS, the Union is amenable to allowing the City to provide such counseling.

THEREFORE, the parties met, negotiated, and agreed upon the following:

- 1. Definition.** For purposes of this agreement, a peace officer is involved in a “critical incident” if the officer’s on-duty conduct leads to any event that has a stressful impact sufficient enough to overwhelm the usually effective coping skills of an individual. “Critical incidents” are abrupt, powerful events that fall outside the range of ordinary human experiences.
- 2. Counseling Services.** The City, at its discretion, may contract with an outside entity or individual to provide grief or trauma counseling services to any officer involved in a critical incident. The City’s provision of such services is subject to the following provisions.
  - A.** The Officer may select the outside individual or entity responsible for providing services pursuant to this agreement. The individual or entity must be a recognized counseling business.
  - B.** The City will only offer counseling services to an officer involved in a critical incident if it determines that such services would improve the officer’s ability to perform his or her job duties.

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**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**

BY:  
Brad Bluml, Steward \_\_\_\_\_ Date \_\_\_\_\_

BY:  
Tim Frankfurth, Steward \_\_\_\_\_ Date \_\_\_\_\_

BY:  
Jessica Mabin LELS, Business Agent \_\_\_\_\_ Date \_\_\_\_\_

DRAFT

DRAFT

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