

**LABOR AGREEMENT BETWEEN  
CITY OF RAMSEY AND  
LAW ENFORCEMENT LABOR SERVICES, INC.  
LICENSED PATROL OFFICERS**

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

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

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**TABLE OF CONTENTS**

ARTICLE ONE (1)	PURPOSE OF AGREEMENT	<del>3</del>	Deleted: 3
ARTICLE TWO (2)	RECOGNITION	<del>3</del>	Deleted: 3
ARTICLE THREE (3)	DEFINITIONS	<del>3</del>	Deleted: 3
ARTICLE FOUR (4)	EMPLOYER AUTHORITY	<del>4</del>	Deleted: 4
ARTICLE FIVE (5)	UNION SECURITY	<del>4</del>	Deleted: 4
ARTICLE SIX (6)	EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE	<del>5</del>	Deleted: 5
ARTICLE SEVEN (7)	SENIORITY	<del>7</del>	Deleted: 7
ARTICLE EIGHT (8)	DISCIPLINE	<del>7</del>	Deleted: 7
ARTICLE NINE (9)	WORK SCHEDULES	<del>8</del>	Deleted: 8
ARTICLE TEN (10)	OVERTIME/COMPENSATORY TIME	<del>9</del>	Deleted: 8
ARTICLE ELEVEN (11)	COURT TIME	<del>10</del>	Deleted: 9
ARTICLE TWELVE (12)	STANDBY TIME	<del>10</del>	Deleted: 9
ARTICLE THIRTEEN (13)	CALL BACK TIME	<del>10</del>	Deleted: 10
ARTICLE FOURTEEN (14)	VACATION	<del>10</del>	Deleted: 10
ARTICLE FIFTEEN (15)	SICK LEAVE	<del>11</del>	Deleted: 10
ARTICLE SIXTEEN (16)	INJURY ON DUTY (IOD)	<del>12</del>	Deleted: 12
ARTICLE SEVENTEEN (17)	HOLIDAYS	<del>12</del>	Deleted: 12
ARTICLE EIGHTEEN (18)	FITNESS-ON-DUTY	<del>13</del>	Deleted: 13
ARTICLE NINETEEN (19)	INSURANCE	<del>14</del>	Deleted: 13
ARTICLE TWENTY (20)	CLOTHING AND UNIFORMS	<del>14</del>	Deleted: 14
ARTICLE TWENTY ONE (21)	PROFIENCY PAY PROGRAM	<del>14</del>	Deleted: 14
ARTICLE TWENTY TWO (22)	SAVINGS CLAUSE	<del>14</del>	Deleted: 14
ARTICLE TWENTY THREE (23)	SALARIES	<del>15</del>	Deleted: 14
ARTICLE TWENTY FOUR (24)	WAIVER	<del>15</del>	Deleted: 15
ARTICLE TWENTY FIVE (25)	DURATION	<del>16</del>	Deleted: 16
ARTICLE TWENTY THREE (23)	SALARIES--EXHIBIT "A" SALARY SCHEDULE	<del>17</del>	Deleted: 17
ARTICLE SEVENTEEN (17)	M.O.U. HOLIDAYS	<del>19</del>	Deleted: 20
ARTICLE NOT ASSIGNED	M.O.U. POST EMPLOYMENT HCSP	<del>20</del>	Deleted: 21
ARTICLE NINETEEN (19)	M.O.U. INSURANCE	<del>22</del>	Deleted: 23

**ARTICLE ONE (1) PURPOSE OF AGREEMENT**

THIS AGREEMENT is entered into as of January 1, 2017, 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 TWO (2) RECOGNITION**

- 2.1 The Employer recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all patrol officers.
- 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 THREE (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 Overtime. Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 Scheduled Shift. A consecutive work period including two rest breaks and a lunch break.
- 3.10 Rest Breaks. Two periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 Lunch Break. A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 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 or compensation or the rights, privileges or obligations of employment.

#### **ARTICLE FOUR (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 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 FIVE (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.
- 5.2 LELS may designate 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 provisions of this ARTICLE.

**ARTICLE SIX (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 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 Employer designated Step 2 representative. The Employer designated representative 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 Employer designated representative'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 Employer designated Step 3 representative. The Employer designated representative 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 Employer designated representative'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 subject to Public Employees 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 Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by state law.

#### 6.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and 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 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 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, 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 Six (6) or a procedure such as: Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE Six (6), the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE Six (6). The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of ARTICLE five (five) 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 six (6).

#### **ARTICLE SEVEN (7) SENIORITY**

- 7.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department and may be posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 7.2 During the one year probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the one year probationary period, a promoted or reassigned Employee may be replaced in his/her 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 his/her layoff before any new Employee is hired.
- 7.4 Annual leave shall be selected according to the following procedure:

Employees shall submit first and second choices for continuous vacation periods by March 1 of each year. By April 1 the City shall approve Employee's first and second choices based on seniority. Senior Employees shall have preference over junior Employees for their first choice. Then, senior Employees shall have preference in their second choice. In no event shall senior Employees' second choice supersede the first choice of junior Employees unless the senior Employees' first choice was not granted. Senior employees shall have preference for shift bid at the start of each calendar year. Holidays, when approved, shall be selected on the basis of seniority up until ten (10) days prior to the requested day off. Thereafter, holidays, when approved, will be granted on a first-come first- served basis.

#### **ARTICLE EIGHT (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 Suspensions, demotions and discharges will be in written form.

8.3 Written reprimands, notices of suspension 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 will 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 Six (6).

#### **ARTICLE NINE (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; and
- e) Authorized leave time; and
- f) Authorized compensatory time off.

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 TEN (10) OVERTIME/COMPENSATORY TIME**

10.1 Employees will be compensated at one and one-half (1 ½) times the Employee's regular base pay rate for working beyond their regular shift and for hours worked in excess of the Employee's regularly scheduled shift. ~~Changes of shifts do not qualify an Employee for overtime under this ARTICLE.~~

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10.2 Overtime will be distributed as equally as practicable.

10.3 Overtime offered and refused by Employees will, for record purposes under ARTICLE 10.2, be considered as unpaid overtime worked.

10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked; for the purpose of computing overtime compensation, an Employee using earned vacation leave, compensatory time off, sick leave or paid holidays is considered to be working.

10.5 Overtime will be calculated to the nearest fifteen (15) minutes.

10.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employees from so working.

10.7 Employees may elect to take compensatory time off in lieu of receiving overtime compensation except for the following: 1) Court time will be paid as overtime, 2) Holdovers will be paid as overtime, 3) Early shift starts over two hours to cover the schedule will be paid as overtime (two hours and under may be taken as compensatory time off or overtime) 4) Scheduled overtime will be paid as overtime.

Compensatory time off is computed at one and one-half (1 ½) times the time worked. Accrued and banked compensatory time off shall not exceed ~~36~~ hours at any time and employees may not earn more than ~~60~~ hours of compensatory time off annually.

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Compensatory time off may only be used with prior approval from the employee's department head. Upon separation from employment, accrued and unused compensatory time off will be paid to the employee at the then current rate. Compensatory time off will be approved pending scheduling. Pay back time must be satisfied before compensatory time off will be approved.

10.8 For the purpose of computing overtime compensation and/or compensatory time off, Employees who are scheduled and attend training on a scheduled day off and the training is less than six hours (6 hours), the Employee will earn compensatory time off or overtime.

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10.9 Employees who are scheduled and attend training on a scheduled day off and the training is six hours (6 hours) or more, the Employee will earn "Training time off" at straight time (hour for hour). Training time off must be used by the end of the calendar year.

**ARTICLE ELEVEN (11) COURT TIME**

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- 11.1 An Employee who is required to appear in Court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the Employee for the three (3) hour minimum.
- 11.2 An Employee who is required to appear in court within twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at Two (2) times the Employees base pay rate.

**ARTICLE TWELVE (12) STANDBY TIME**

- 12.1 If the Employer requires any Police Department Employee (Patrol Officer or Investigator) to standby, the Employee shall receive ~~one hundred dollars (\$100.00) pay~~. If the Employee is called into court after being on standby, he or she will forfeit the standby pay and shall receive the three (3) hour minimum court overtime payment instead. The Employer shall notify any Employee on standby when said Employee is no longer on such duty status.

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**ARTICLE THIRTEEN (13) CALL BACK TIME**

- 13.1 An Employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

**ARTICLE FOURTEEN (14) VACATION**

- 14.1 Every regular Employee having less than six (6) years consecutive full-time service shall earn vacation leave at the rate of 5/6ths of a working day for each calendar month of full-time service. Each regular Employee with at least six (6), but less than twelve (12), consecutive years of full-time service shall earn vacation leave at the rate of 1.25 working days for each calendar month of full-time service. Each regular Employee with at least twelve (12), but less than seventeen (17), years of consecutive full-time service shall earn vacation leave at the rate of 1.666 working days for each calendar month of full-time service. After sixteen years of service, each regular Employee will receive one additional day of vacation each year in excess of sixteen (16) years of service, to a maximum of 25 days per year.
- 14.2 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.

- 14.3 Vacation leave may be used as earned subject to approval by the department head at the time at which it may be taken.
- 14.4 Any Employee leaving the municipal service in good standing after giving a proper notice of at least fourteen days advance notice of such termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation.
- 14.5 For the purpose of accumulating additional vacation leave, an Employee using earned vacation leave, sick leave or paid holidays is considered to be working.

**ARTICLE FIFTEEN (15)      SICK LEAVE**

15.1 Every probationary and regular Employee is entitled to sick leave with pay at the rate of 1 day for each calendar month of full-time service or major fraction thereof. 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 (January 1st) shall be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.

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15.2 Sick leave may be granted by the Employee's Department Head when the Employee has communicated the request to a Police Supervisor, and 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 Employee's spouse's family.

15.3 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 as defined under Article 15.2. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within 5 (five) 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.

- 15.4 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 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.

15.5 Using or claiming sick leave for a purpose not authorized by Article 15.2 shall be cause for disciplinary action.

15.6 For the purpose of accumulating additional sick leave, an Employee using earned vacation leave, sick leave, compensatory time off or paid holidays is considered to be working.

~~15.7 EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER 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.~~

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#### **ARTICLE SIXTEEN (16) INJURY ON DUTY (IOD)**

16.1 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. Employees drawing Workers' 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.

#### **ARTICLE SEVENTEEN (17) HOLIDAYS**

17.1 Employees will receive or be given credit in the work schedule for ninety-six (96) holiday hours per year; including the holiday's listed in 17.3, plus a Floating Holiday.

17.2 Employees may take holiday time only with specific scheduled permission of the Employer.

17.3 Employees required to work on any of the holidays of:

New Year's Day  
Martin Luther King's Day  
President's Day  
Memorial Day  
Independence Day (4th of July)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

shall receive an additional 1/2 time for the time they work on such holiday. All holidays specified in this paragraph will be paid in dollars, rather than time accumulation. An employee who is required to work overtime on a holiday shall receive pay at two (2) times the Employees base pay rate for that time worked in addition to their regular shift.

- 17.4 Each Employee shall have the option to sell any or all of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two time periods annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.
- 17.5 Employees who leave employment prior to December 31<sup>st</sup> will only be paid for unused holiday hours from holidays that occurred prior to the termination date.

Employees who use holiday hours or receive compensation for holiday hours before the holiday occurs and leave employment prior to December 31<sup>st</sup>, must pay the City back holiday hours for any holiday that has not occurred prior to the termination date. Funds owed to the City must be paid prior to ending the employment relationship.

#### ARTICLE EIGHTEEN (18)

#### FITNESS-ON-DUTY

- 18.1 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 employees 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.
- 18.2 This program is subject to the following terms and conditions: The employee will be given the option to work out one hour per shift. The average should not exceed six hours of workout time over two weeks. This option is available if allowed by shift's minimums set forth by the Chief of Police and call load. The workout time will consist to thirty minutes of the employees daily break time and up to thirty minutes of regular duty time.
- 18.3 Employees will earn one hour of "training time off" for each fitness testing event the Employee scores in the "excellent" range or above based on the Employee's age level category as determined by the Cooper Institute chart. Earned training time off will not exceed twelve hours per calendar year.

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18.4 Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

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#### ARTICLE NINETEEN (19) INSURANCE

19.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.

19.23 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.

Deleted: 19.2 . Biweekly, the EMPLOYER will calculate the difference between the maximum EMPLOYER group insurance contribution and the actual insurance premium cost for the current calendar year. If the EMPLOYER'S maximum insurance contribution exceeds the cost of insurance premium benefits, the EMPLOYER will remit to the Employee the difference, minus all legal taxes of the Employee. ¶

#### ARTICLE TWENTY (20) CLOTHING AND UNIFORMS

20.1 The Employer shall provide uniforms (including boots) and equipment and replacement as outlined by the department policy that currently exists.

#### ARTICLE TWENTY ONE (21) PROFICIENCY PAY PROGRAM

21.1 The Employer and Employees mutually agree to a program whereby it will be recognized that during their years of employment as peace officers, the Employees' accumulation and assimilation of experience and training has enhanced their intrinsic worth. The length of service and its corresponding applicable rate of pay in dollars per month for purposes of this Proficiency Pay Program shall be pursuant to Exhibit A.

#### ARTICLE TWENTY TWO (22) SAVINGS CLAUSE

22.1 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 TWENTY THREE (23) SALARIES**

23.1 The Employees' wages payable during the term of this Agreement shall be in accord with the salary schedule attached hereto as Exhibit "A" and incorporated herein by reference. Employees reaching Top Patrol are subject to the proficiency pay steps as follows:

After 5, 8, 12 and 16 years of service.

23.2 Employer to pay license fees for officer's POST license up to \$90.00 every three (3) years.

23.3 Field Training Officer Supplemental Pay: Employees assigned in writing by the Employer to fulfill this assignment shall receive \$3.00 per hour over base pay while working in that capacity.

23.4 The EMPLOYER will pay to the person(s) assigned to Investigator positions \$250.00/month.

**ARTICLE TWENTY FOUR (24) WAIVER**

24.1 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.

24.2 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 TWENTY FIVE (25) 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: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

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

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Nicholas Dahlberg, Steward

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Adam Burnside, LELS

DRAFT

**ARTICLE TWENTY THREE (23) SALARIES--EXHIBIT "A" SALARY SCHEDULE**

**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.

**January 1 to December 31, 2019 Wages**

		Hourly	Annual
First Year	70% of Top Patrol	<u>\$26.522</u>	<u>\$55,166</u>
Second Year	80% of Top Patrol	<u>\$30.311</u>	<u>\$63,047</u>
Third Year	90% of Top Patrol	<u>\$34.100</u>	<u>\$70,928</u>
Fourth Year	95% of Top Patrol	<u>\$35.995</u>	<u>\$74,869</u>
Top Patrol	100% of Top Patrol	<u>\$37.889</u>	<u>\$78,809</u>

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	<u>\$38.647</u>	<u>\$80,385</u>
After 8 years of service / 4% Over Top Patrol	<u>\$39.405</u>	<u>\$81,962</u>
After 12 years of service / 6% Over Top Patrol	<u>\$40.162</u>	<u>\$83,538</u>
After 16 years of service / 8% Over Top Patrol	<u>\$40.920</u>	<u>\$85,114</u>

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**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.

**January 1 to December 31, 2020, 20 Wages**

		Hourly	Annual
First Year	70% of Top Patrol	\$27,318	\$56,821
Second Year	80% of Top Patrol	\$31,221	\$64,939
Third Year	90% of Top Patrol	\$35,123	\$73,056
Fourth Year	95% of Top Patrol	\$37,074	\$77,115
<b>Top Patrol</b>	<b>100% of Top Patrol</b>	<b>\$39,026</b>	<b>\$81,173</b>

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	\$39,806	\$82,797
After 8 years of service / 4% Over Top Patrol	\$40,587	\$84,420
After 12 years of service / 6% Over Top Patrol	\$41,367	\$86,044
After 16 years of service / 8% Over Top Patrol	\$42,148	\$87,667

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As a result of a Cost of Living Adjustment, effective July 1, 2018, wages will increase by .5% over the January 1, 2018 / June 30, 2018 wage scale. The following salaries are calculated for July 1, 2018 through December 31, 2018, adding .5% to the wage scale through Top Patrol salary. ¶

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

**ARTICLE SEVENTEEN (17) M.O.U. HOLIDAYS**

**For 2019 and 2020 only**, the following changes apply to Article 17, Section and 17.4 of the 2017/2018 LELS Patrol Labor Agreement:

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Section 17.4 Each employee shall have the option to sell a maximum of 54 of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two times annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

All other provisions of Article Seventeen (17) shall apply normally.

This Memorandum of Understanding will sunset on December 31, 2020.

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**FOR THE CITY OF RAMSEY:**

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

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

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

BY: \_\_\_\_\_  
Nicholas Dahlberg, Steward Date

BY: \_\_\_\_\_  
Adam Burnside, Business Agent Date

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

**ARTICLE NOT ASSIGNED      M.O.U. POST EMPLOYMENT HCSP**

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

This Memorandum of Understanding is made between the City of Ramsey (“City”) and Law Enforcement Labor Services (“Union.”)

WHEREAS, the City and the Union are parties to a 2019-2020 collective bargaining agreement; and

WHEREAS, Law Enforcement Labor Services Patrol Union employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents; and

WHEREAS, all funds collected by the employer (City of Ramsey) on the behalf of the employee will be deposited into the employee’s post-employment health care savings plan account; and

WHEREAS, all LELS-Patrol Officers have agreed to contribute an ongoing percent of pay and shall contribute 2% of gross pay; and

WHEREAS, employees will be responsible for the administrative fees.

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

Effective January 1, 2019, – December 31, 2020, Law Enforcement Labor Services Patrol Union employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer (City of Ramsey) on the behalf of the employee will be deposited into the employee’s post-employment health care savings plan account. All related fees will be paid by the employees. Employees have agreed to contribute an ongoing percent of pay as described below:

All employees shall contribute 2% of pay.

This Memorandum of Understanding sunsets on December 31, 2020,

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**FOR THE CITY OF RAMSEY:**

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

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

BY:

\_\_\_\_\_  
Nick Dahlberg, Steward

\_\_\_\_\_  
Date

BY:

\_\_\_\_\_  
Adam Burnside, Business Agent

\_\_\_\_\_  
Date

DRAFT

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

**ARTICLE NINETEEN (19) 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 - PATROL**

BY:

\_\_\_\_\_  
Nicholas Dahlberg, Steward

\_\_\_\_\_  
Date

BY:

\_\_\_\_\_  
Adam Burnside, Business Agent

\_\_\_\_\_  
Date

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As a result of a Cost of Living Adjustment, effective July 1, 2018, wages will increase by .5% over the January 1, 2018 / June 30, 2018 wage scale. The following salaries are calculated for July 1, 2018 through December 31, 2018, adding .5% to the wage scale through Top Patrol salary.

**July 1, 2018 to December 31, 2018 Wages**

First Year	70% of Top Patrol	\$25.81	\$53,689
Second Year	80% of Top Patrol	\$29.50	\$61,359
Third Year	90% of Top Patrol	\$33.19	\$69,029
Fourth Year	95% of Top Patrol	\$35.03	\$72, 863
<b>Top Patrol</b>	<b>100% of Top Patrol</b>	<b>\$36.87</b>	<b>\$76,698</b>

After 5 years of service / 2% Over Top Patrol	\$37.61	\$78,232
After 8 years of service / 4% Over Top Patrol	\$38.35	\$79,766
After 12 years of service / 6% Over Top Patrol	\$39.09	\$81,300
After 16 years of service / 8% Over Top Patrol	\$39.82	\$82,834

All step and proficiency pay movements will occur on the employee's anniversary date effective January 1, 2017 through December 31, 2018 subject to the normal terms and conditions of the contract.