

City of Ramsey
Agenda
City Council Work Session
Tuesday, May 25, 2021

5:30 pm

Lake Itasca Room, 7550 Sunwood Drive NW

This meeting is being held in accordance with Minnesota Statutes 13D.021. Due to the COVID-19 Pandemic, it is not practical and prudent for all members of this board to attend in person. Current Minnesota law requires certain social distancing standards that impacts the capacity of the Council Chambers. For these reasons, it is not practical and prudent to have this meeting exclusively in person. Members of the public are welcome to attend in person or remotely.

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. Call to Order

2. Topics for Discussion

1. Review of Fund Balances as of May 19, 2021
2. Pricing Strategy (portions of meeting may be closed to the public under Minnesota Statutes Section 13.D.05 Subdivision 3(c)(1) to consider to determine the asking price for real or personal property to be sold by the government entity)
3. Discussion Regarding the Pending Deputy City Administrator/Community Development Director Vacancy and the Process to Fill the Position
4. Review Union Contract Negotiations Schedule and Process
5. Discussion Regarding the Employee Telecommuting Policy.
6. Review and Discuss the Remote Attendance Policy and Consider Taping Work Sessions

3. Topics for Future Discussion

1. Review Future Topics/Calendar

4. Mayor/Council/Staff Input

5. Adjournment

Meeting Date: 05/25/2021

Information

Title:

Review of Fund Balances as of May 19, 2021

Purpose/Background:

The city has six different fund categories, which are as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Fund

Included in these six categories, the city has a total of 45 funds that are currently being utilized.

Attached is a listing of these current funds with their respective fund and cash balances as of May 19, 2019. It is noted whether these funds have restricted uses, such as debt service funds, tax increment, etc.. Please note that fund balances are not the same as cash balances.

Timeframe:

20 minutes

Funding Source:

Responsible Party(ies):

Finance Director

Outcome:

Overview of the city's fund balances.

Attachments

Fund Balance Summary

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 05/20/2021

Reviewed By

Kurt Ulrich

Date

05/20/2021 02:30 PM

Started On: 05/19/2021 11:23 AM

City of Ramsey								
Fund Balances								
As of May 19, 2021								
	Fund #	Fund Name	Fund Description	Fund Balance	Cash Balance	Restricted Use*	NOTES:	
General Fund:								
	9101	General Fund	This is the general operating fund of the City.	\$ 4,590,925.20	\$ 3,818,992.79			
Special Revenue Funds:								
	9201	TIF 1 - Riversbend	Funding sources for these funds 9201-9217 is from	\$ 1,151,857.50	\$ 1,151,857.50	YES	\$1.05M For 116 Improvements per COR AUAR Improvements	
	9202	TIF 2 - Gateway	general property taxes in the form of tax increments.	\$ 5,161,606.81	\$ 2,292,558.91	YES	\$517K Zeolite Improvements & \$1.7M for 116 Impr per COR AUAR	
	9208	TIF 8 - Amcor		\$ 638,269.47	\$ 738,899.86	YES	District will be decertified in December. Limited use of funds due to need to spend in district	
	9209	TIF 9 - ACCAP		\$ 28,287.99	\$ 28,756.38	YES		
	9214	TIF 14 - COR		\$ (1,980,788.91)	\$ 890,349.78	YES	\$1,150,000 for 116 impr per COR AUAR	
	9215	TIF 15 - Life Fitness		\$ (10,666.69)	\$ (10,198.20)	YES		
	9216	TIF 16 - BLIP Business Park		\$ 1,830.52	\$ 2,283.31	YES		
	9217	TIF 17 - Delta Mod		\$ (5,880.21)	\$ 25,172.58	YES		
	9230	EDA	Accounts for the activities of the Economic Development Authority	\$ 1,420,593.89	\$ 1,400,472.64	YES		
	9232	Business Revolving Loan Fund	Fund accounts for loans authorized by the City to prospective businesses in accordance with Chapter 469 of MN Statutes.	\$ 355,077.22	\$ 355,077.22			
	9234	Equipment Revolving Fund	Fund is used to finance the replacement of city equipment, vehicles. Excess/Deficit Revenue Year-End Transfer: 30%	\$ 778,310.10	\$ 778,310.10		\$221,000 dedicated to 2021 Capital Equipment Purchases (GF Budget) \$49,000 QCTV Funds	
	9240	Parking Ramp	Fund accounts for costs City incurs to maintain and repair parking ramp with proportionate share of costs allocated to Residence at the COR	\$ 23,067.23	\$ 23,159.92			
	9270	Lawful Gambling	Fund accounts for lawful gambling revenues received by the City as authorized by MN Statutes Chapter 349.	\$ 325,181.44	\$ 325,181.44	YES	\$30K annual for Concerts in Park/Alex House & Youth First	
	9290	Peace Officers Special Rev	Used to account for restricted revenues (Police Forfeitures, Safe & Sober) which must be used exclusively for in-service training & other expenditures as specified.	\$ 14,976.27	\$ 23,463.27	YES		
	9292	Storm Water Management	Developer fee that will be used for storm water management (new improvements)	\$ 847,813.33	\$ 847,813.33			
	9295	COR Land	This is the COR land value that is held for resale.	\$ 8,148,078.09	\$ -	YES		
	9297	Special Projects	Fund accounts for Happy Days event, surplus vehicles sold, Comm Forest contribution	\$ 192,216.59	\$ 192,726.59			

City of Ramsey								
Fund Balances								
As of May 19, 2021								
		Fund #	Fund Name	Fund Description	Fund Balance	Cash Balance	Restricted Use*	NOTES:
	Debt Service Funds:							
		9339	\$16.875M Muni Center Debt	Refinance of original debt that was issued to finance the construction of the municipal center	\$ 750,584.61	\$ 750,584.61	YES	Principal Payment in Dec
		9340	\$3.090M Impr Bond	Debt issued on behalf of County's Share of AUAR Roadway improvements - County covers debt service payment	\$ 559,334.78	\$ 559,334.78	YES	Principal Payment in Dec
		9348	\$635,000 Capital Equipment Cert	Financed acquisition of capital equipment - 2013 budget	\$ 24,813.65	\$ 24,813.65	YES	Principal Payment in Sept
		9349	\$875,000 Capital Equipment Cert	Financed acquisiton of capital equipment - 2014 budget	\$ 26,031.08	\$ 26,030.88	YES	Principal Payment in Dec
		9350	\$1.205M Road Debt	1st Road Reconstruction Debt. Issued in 2015	\$ 40,780.10	\$ 40,780.10	YES	Principal Payment in Dec
		9351	\$3.880M Fire Station 2	Financed the construction of Fire Station #2	\$ 159,955.14	\$ 159,955.14	YES	Principal Payment in Dec
		9352	\$1.650M Road Debt	2nd Road Reconstruction Debt. Issued in 2016	\$ 84,534.92	\$ 84,534.92	YES	Principal Payment in Dec
		9353	\$895K Road Debt	3rd Road Reconstruction Debt. Issued in 2017	\$ 19,054.94	\$ 19,054.94	YES	Principal Payment in Dec
		9354	\$1.175M Road Debt	4th Road Reconstruction Debt. Issued in 2018	\$ 94,906.92	\$ 94,906.92	YES	Principal Payment in Dec
		9355	\$9.055M PW Campus	Finance approximately 50% of the PW Campus	\$ -		YES	
	Capital Project Funds:							
		9400	Public Improvement Revolving (PIR)	Fund accounts for annual street maintenance allotment to General Fund. Excess/Deficit Revenue Year-End Transfer: 30%	\$ 4,841,009.42	\$ 4,741,003.22		\$125K allocated to 2021 GF Budget. Fund has \$2M dedicated for Hwy 10 Improvements (2024-2025)
		9402	MSA	Fund accounts for state-aid allotments maintenance/Construction funds used by the City to fund annual General Fund Budget and construction projects	\$ 2,013,923.65	\$ 2,064,668.72	YES	\$180,000 dedicated to 2021 GF Budget & Fund has \$2M dedicated for Hwy 10 Improvements (2024-2025)
		9410	RALF	Account for funds used to maintain/lease current projects acquired through the RALF program	\$ 462,130.20	\$ 464,967.98		Can only be used on RALF purchased properties
		9412	Public Facilities Construction	Fund is to be used for land acquisition and construction of Public facilities. Excess/Deficit Revenue Year end transfer: 10%	\$ 503,592.41	\$ 838,115.42		
		9435	Pavement Management Program	Fund accounts for the resources to be used for road reconstructions and overlays as outlined in the City's Pavement Management Program.	\$ 1,974,186.46	\$ 1,976,484.45		
		9437	Puma/Riverdale Drive	Fund accounts for resources used to construct Puma/Riverdale Drive Street Improvements	\$ 286,275.25	\$ 345,969.49		
		9438	PW Campus	Fund is used to account for the resources to be used for the construction of the PW Campus	\$ 9,279,693.29	\$ 10,688,095.95		Includes \$8.897M Bond Proceeds
		9803	Landfill Fund	As Landfill is closed, restrictions have been removed and funds can be used as city sees beneficial	\$ 1,063,780.01	\$ 1,063,780.01		\$1M dedicated to 2021 Capital Equipment Purchases (GF Budget)

City of Ramsey								
Fund Balances								
As of May 19, 2021								
		Fund #	Fund Name	Fund Description	Fund Balance	Cash Balance	Restricted Use*	NOTES:
		9805	Park Trust Fund	Used to account for all park dedication fees to be used for land acquisition and park development	\$ 5,522,667.88	\$ 5,539,606.88		
		9810	Capital Maintenance Fund	Fund use is to account for unbudgeted maintenance needs pertaining to park improvements, public facility improvements. Excess/Deficit Revenue Year-End Transfer: 30%	\$ 1,302,189.20	\$ 1,330,217.20		\$60K dedicated to 2021 GF budget and proposed annual budget transfer
		9820	Trott Brook Cemetery	Fund is used to account for perpetual care fees collected on the sale of cemetery plots in Trott Brook Cemetery	\$ 68,436.26	\$ 68,436.26		
	Enterprise Funds:							
		9601	Water Utility	Fund is to account for the operation of the city-owned water system	\$ 26,461,929.58	\$ 26,517,455.06		Water Treatment Plant: Est \$32M
		9602	Sewer Utility	Fund is to account for the operation of the city-owned sewer system	\$ 12,504,750.07	\$ 12,612,277.20		
		9603	Street Light Utility	Fund is to account for the operation of streetlights within subdivisions & priority streetlights throughout the City.	\$ 1,219,661.94	\$ 1,219,711.29		
		9604	Recycling Utility	Fund accounts for the operation of City's curbside recycling program and annual recycling days.	\$ 231,645.43	\$ 235,218.72		
		9605	Storm Drainage Utility	Fund accounts for the operation of the city-owned storm water system repair & upkeep.	\$ 2,853,468.99	\$ 2,855,790.84		
	Internal Service							
		9702	Insurance Fund	Fund is used to account for the City's insurance refunds, dividends, and provide for self-insuring the deductible portions of the City's insurance policies.	\$ 508,579.59	\$ 508,579.59		
				TOTALS	\$ 94,538,671.61	\$ 87,715,251.64		
	*Restricted Use: Fund Balance classifications that fall under this consists of amounts where there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments, or enabling legislation.							

CC Work Session

2. 2.

Meeting Date: 05/25/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

Pricing Strategy (portions of meeting may be closed to the public under Minnesota Statutes Section 13.D.05 Subdivision 3(c)(1) to consider to determine the asking price for real or personal property to be sold by the government entity)

Purpose/Background:

Purpose:

Review pricing strategy for the sale of city owned land.*

*The pricing strategy discussion will occur during closed session under Minnesota Statutes Section 13.D.05 Subdivision 3(c)(1) (to consider to determine the asking price for real or personal property to be sold by the government entity). *UPDATE (5/21) Staff will be bringing the pricing sheet to the meeting, not emailing in advance. Council will have additional opportunities to review in future closed session as well.* The attached reference map shows the various properties currently available for sale/ purchase as well as some that have sold since the last time pricing was reviewed. Although CBRE is the City's broker, for various reasons, they are not listing all available City owned properties. Staff has received EDA input on the proposed/ updated pricing strategy and wants to share this information with the Council in a closed session to address any questions.

Notification:

NA

Observations/Alternatives:

The pricing strategy is used by staff as a guide for real estate negotiations. The Council ultimately approves all land sales by separate action.

Funding Source:

NA

Recommendation:

NA

Action:

Confirm a Pricing Strategy for City owned land.

Attachments

Listing Parcel Map

MAP Tax ID Number Reference Sheet

Form Review

Inbox

Reviewed By

Date

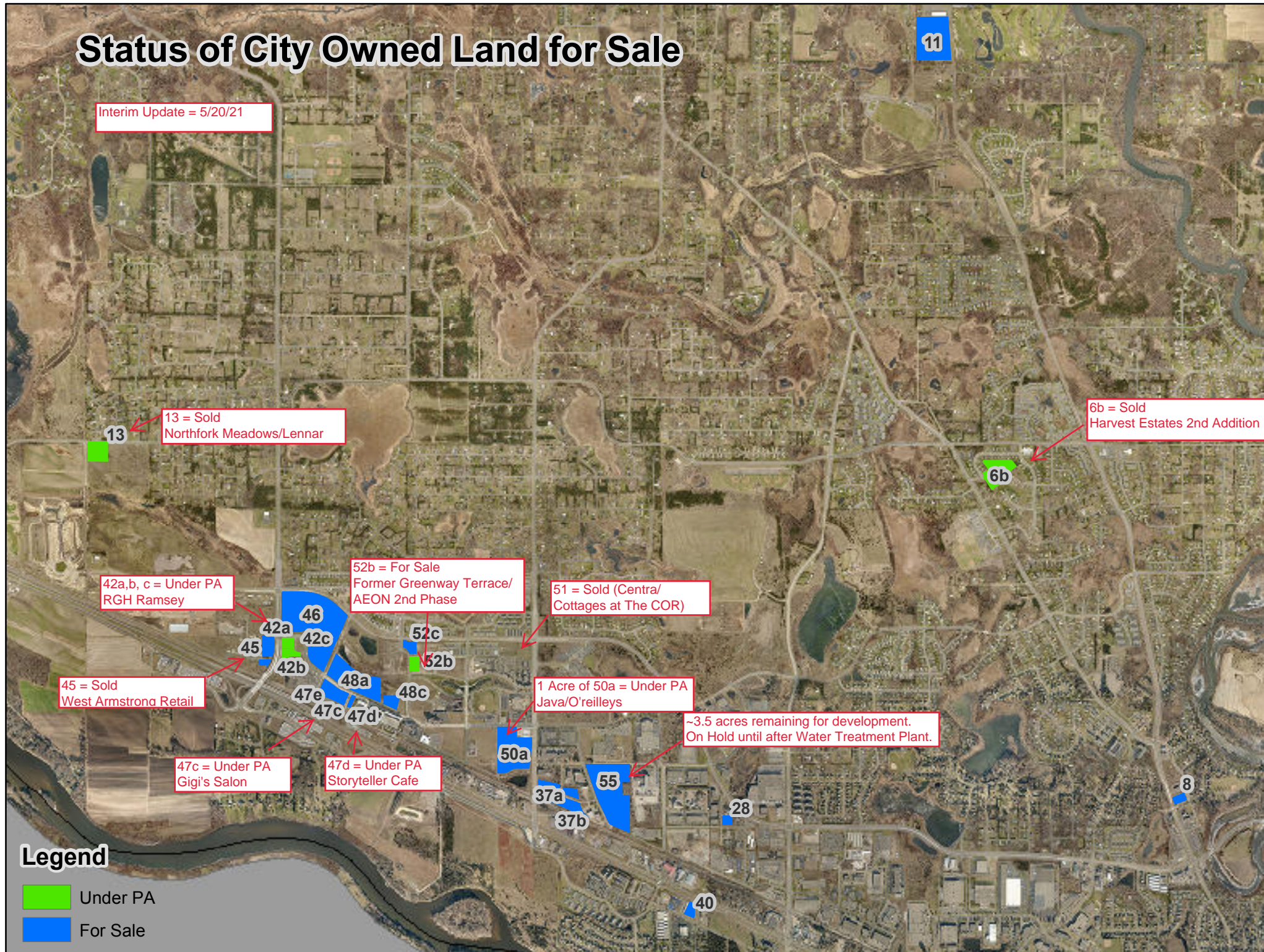
Sean Sullivan (Originator)
Tim Gladhill
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 05/20/2021

Sean Sullivan
Tim Gladhill
Kurt Ulrich

05/19/2021 04:29 PM
05/20/2021 01:17 PM
05/20/2021 02:25 PM
Started On: 05/17/2021 11:47 AM

Status of City Owned Land for Sale

Interim Update = 5/20/21



Parcels Included in Map

Map ID	PID Numbers (s)		Project	
6b	233225410081		Meadow Creek	SOLD
8	253225430043			
11	113225430004			
13	203225310003		Capsone / Lennar	SOLD
28	273225440003			
37a	273225330006			
37b	273225330009	273225330017		
40	343225130005			
45	293225140020	293225140021	PSD W Armstrong Retail	SOLD
55	273225340009		Water Treatment Facility	
42a	283225230012		RGH Ramsey PA	
42b	283225230011		RGH Ramsey PA	
42c	283225230013		RGH Ramsey PA	
46	283225220058			
47c	283225310023		Stories Foundation	
47e, 47f	283225230018		Gigi's, Vacant	
48a	283225240017			
48b	283225240016		Affinity	SOLD
48c	283225310025			
48d	283225310024		Muni Plaza Park	NOT FOR SALE
50a	283225410020			
51	283225140094		Centra North	SOLD
52b	283225130092			
52c	283225130034	283225240005		

Meeting Date: 05/25/2021

Information

Title:

Discussion Regarding the Pending Deputy City Administrator/Community Development Director Vacancy and the Process to Fill the Position

Purpose/Background:

As the City Council is aware, Deputy City Administrator/Community Development Director Tim Gladhill has submitted a letter of resignation. In the letter, Mr. Gladhill stated that his last day with the City of Ramsey will be near the end of June. This is a key staff position that has a significant impact on the City. Staff is committed to filling this position with the best possible candidate, a candidate that demonstrates the qualities necessary to meet the City's mission, core values, and guiding principles.

Recruitment Process:

Staff recommends conducting an external, open competitive recruitment. Any internal candidates would be considered in one collective recruitment process along with external candidates. At this time, staff does not plan to seek assistance from an external recruitment firm. Staff will discuss the pros and cons of outsourcing this recruitment, including but not limited to costs and differing recruitment timeline.

Interview Rounds

First interviews will include the the Administrative Services Director and most likely the division heads of Planning Division, Economic Development Division and Building Inspections Division.

Second interviews is proposed to include three (3) interview panels, due to the critical nature and high profile of this position.

Panel	Participants
Community Development Department	Community Development Staff
Leadership	Department Heads + 2-3 Councilmembers <i>Maybe a Neighboring Community Community Development Director</i>
Community	2 Planning Commissioners 2 EDA Members 1-2 Business Owners 1-2 Developers

A final interview of o1-3 finalists would be conducted by the City Council.

Interim Community Development Director / Timelines

Staff will have an interim Community Development Director secured for Council consideration as soon as possible. In addition, since Mr. Gladhill is the City's Deputy City Administrator, staff will identify an interim back-up to the City Administrator as well.

The proposed / tentative recruitment timeline is as follows:

- 6-1 to 6-30-21 Application period
- 7-5-21 (week of) First Interviews

- 7-12-21 (week of) Second Interviews
- 7-19-21 (week of) Leadership Assessment with In-basket and role playing exercise
- 7-26-21 (week of) Final Interview with the City Council (if desired)
- 7-30-21 Offer to move ahead in the process
- 8-2-21 (week of) Background Check / Reference Checks
- 8-5-21 Contingent job offer
- 8-6-21 Medical appointment
- 8-10-21 Council authorization to hire
- 8-30 to 9-17-21 Start working

Timeframe:

This case is expected to take 10 minutes.

Funding Source:

There is no funding required at this time.

Responsible Party(ies):

Colleen Lasher, Administrative Services Director
 Kurt Ulrich, City Administrator

Outcome:

The intended outcome of this work-session is for the City Council to provide staff, by consensus, feedback as to if the City Council agrees with the stated course of action to fill the position of the the Deputy City Administrator/Community Development Director.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Colleen Lasher	05/20/2021 05:26 AM
Colleen Lasher (Originator)	Colleen Lasher	05/20/2021 06:21 AM
Tim Gladhill	Tim Gladhill	05/20/2021 09:34 AM
Colleen Lasher (Originator)	Colleen Lasher	05/20/2021 10:49 AM
Kurt Ulrich	Kurt Ulrich	05/20/2021 03:50 PM
Form Started By: Colleen Lasher		Started On: 05/18/2021 12:42 PM
Final Approval Date: 05/20/2021		

Meeting Date: 05/25/2021

Information

Title:

Review Union Contract Negotiations Schedule and Process

Purpose/Background:

The purpose of this discussion is to receive feedback from the City Council regarding the pending contract negotiations schedule and process.

Background:

Note: This evening's discussion is not to include discussions pertaining to wages or any other contract item; those conversations will occur during closed meetings.

The City has four unions: *AFSCME* with 43 employees, *LELS Patrol* with 21 employees, *LELS Sergeants* with 4 employees, and *LELS Captains* with 2 employees. There are also 27 non-union employees. (LELS stands for Law Enforcement Labor Services.) AFSCME (American Federation of State, County, and Municipal Employees) is made up of many different positions, including but not limited to PW Maintenance Workers (Building, Parks, Streets, and Utilities) Administrative Assistants, Police and Fire Technicians, the Accounting Clerk, Permit Technicians, the Zoning Code Enforcement Officer, the Community Development Assistant, and more. City unions must operate within the Public Employment Labor Relations Act (**PELRA**) which is the Minnesota state law that regulates labor relations between public employers, their employees, and the labor organizations that represent their employees. The Act and all four contracts are attached.

All four union contracts will expire on December 31, 2021. It is staff's goal to proactively work to have all of the contracts settled and ready for adoption at or prior to the December 14, 2021 Council meeting. Staff currently has 2 of the 4 required "Notice of Desire to Negotiate" forms on file and has a first meeting with AFSCME (on June 8th) and with the Captains (June 22nd).

It has been suggested that the City Council may want to have a member from City Council present during the negotiation meetings. Mayor Kuzma was suggested for this role at the time. Staff is looking for direction (by consensus) in regard to a Council representative and we will schedule accordingly. Note: The member selected must have daytime availability. Periodic meetings (closed sessions) are held with the Council to provide updates and to receive direction during the negotiation process.

The first City budget discussion is scheduled for July 13th. Council meetings to discuss the contracts (closed to the public) will begin at the same time and will likely run through the end of November, occurring every 4-6 weeks as needed.

Timeframe:

Approximately 10 minutes.

Funding Source:

Not applicable at this time.

Responsible Party(ies):

Colleen Lasher, Administrative Services Director (Head of Human Resources)

Outcome:

The intended outcome for this evening is for the City Council to select, by consensus, a Council Member to attend union negotiations meetings and to provide feedback regarding the negotiations schedule.

Attachments

AFSCME Contract

Patrol Contract

Sergeant Contract

Captain Contract

MN Labor Relations Act

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 05/20/2021

Reviewed By

Kurt Ulrich

Date

05/20/2021 04:05 PM

Started On: 05/18/2021 10:53 AM

LABOR AGREEMENT BETWEEN
CITY OF RAMSEY &
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

2021

Prepared by Colleen Lasher, Administrative Services Director

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ARTICLE 1 PREAMBLE AND PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Ramsey, hereinafter referred to as the EMPLOYER, and Local No. 2454 affiliated with Council No. 5 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Place in written form the Parties' full AGREEMENT on terms and conditions of employment contained herein for the stated duration of this AGREEMENT;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Prevent interruptions of work, work stoppages, strikes, or other interferences with the efficient and effective rendering of services to the public during the life of the AGREEMENT; and
- 1.4 Promote harmonious relations between the EMPLOYER and its EMPLOYEES represented by the UNION.

ARTICLE 2 DEFINITIONS

- 2.1 UNION: The American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.3 UNION OFFICER: Official elected or appointed by the American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 2.5 EMPLOYER: The City of Ramsey, Minnesota.
- 2.6 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 2.7 DAYS: Unless otherwise indicated, means calendar days.
- 2.8 WEEK: Seven (7) days.
- 2.9 MONTH: Thirty (30) days.
- 2.10 YEAR: Three hundred sixty-five (365) days.

2.11 REGULAR FULL-TIME EMPLOYEE: Any employee working a regularly scheduled work week of 30 hours per week. This employee is eligible for vacation time, sick leave, holiday pay and health and life insurance coverage.

REGULAR PART-TIME EMPLOYEE: Any employee working a regularly scheduled work week, averaging at least 14 hours per week. This employee is eligible for holiday pay, and vacation and sick leave based on the number of hours worked during any given pay period. This employee is not eligible for health and life insurance.

TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 30 hours per week, up to a maximum of 640 hours in a calendar year. This employee is not eligible for vacation time, sick leave, holiday pay or health and life insurance. Students may work up to 100 days per calendar year and still be considered temporary employees.

TEMPORARY PART-TIME EMPLOYEE: Any non-student employee working on an on-call basis up to a maximum of 640 hours per calendar year. This employee banks no vacation time, sick leave, or holiday pay, and is not eligible for health and life insurance.

TEMPORARY FULL-TIME AND/OR TEMPORARY PART-TIME DUES PAYING EMPLOYEE: Any employee working as temporary maintenance worker for up to a maximum of 180 calendar days between April 1 and October 31 each year. Employees who are scheduled to work up to a maximum of 180 days in a calendar year will be subject to paying union dues beginning the first day of their employment. Any temporary full-time and/or part-time dues paying employee is not eligible for vacation time, sick leave, holiday pay, health insurance, life insurance or any other fringe benefit. Said employees will be paid at a rate of 80% of step one of the maintenance worker wage scale and will not be eligible for step changes.

At the time of initial employment, transfer or reemployment, the EMPLOYER shall identify the status of the vacancy to be filled as either regular full-time, temporary full-time, regular part-time or temporary part-time.

ARTICLE 3 RECOGNITION

3.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 in an appropriate bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative dated April 1, 1985, Case No. 85-PR-569-A, (clarified per BMS case No. 87-pr-612, order dated May 19, 1987).

All EMPLOYEES of the City of Ramsey, Ramsey, Minnesota, who are public EMPLOYEES within the meaning of Minnesota Statutes 179A.03, Subdivision 14, excluding supervisory, confidential, professional and essential EMPLOYEES.

- 3.2 The EMPLOYER, in accordance with the provisions of M. S. 179A.03, Subd. 8, agrees not to enter into any AGREEMENTS covering terms and conditions of employment with members of the bargaining unit covered by this AGREEMENT, either individually or collectively, which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

ARTICLE 4 UNION SECURITY

- 4.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted to the UNION.
- 4.2 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.
- 4.3 The UNION may designate up to three EMPLOYEES from the bargaining unit to act as negotiating team members and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such a choice, and the designation of a successor to the former members. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representatives.
- A. The negotiation team members may not be a newly hired or rehired EMPLOYEE who is on probation.
- B. The negotiating team members may not be paid by the EMPLOYER for meetings for UNION business except as provided in ARTICLE 7.
- 4.4 The UNION agrees there shall not be solicitation for membership, signing up members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYEES' work time.
- 4.5 The EMPLOYER recognizes the authority and responsibility of the UNION as provided in Minnesota Statute 179A.06, Subdivision 3 as it may be from time-to-time amended, to wit:

"FAIR SHARE FEE. An exclusive representative may require EMPLOYEES who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee shall be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event shall the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the Commissioner of the Bureau of Mediation Services, the EMPLOYER, and to unit EMPLOYEES who will be

assessed the fee. The EMPLOYER shall provide the exclusive representative with a list of all unit EMPLOYEES.

A challenge by an EMPLOYEE or by a person aggrieved by the fee shall be filed in writing with the Commissioner, the public EMPLOYER, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The Commissioner shall hear and decide all issues in these challenges.

The EMPLOYER shall deduct the fee from the earnings of the EMPLOYEE and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee shall be held in escrow by the EMPLOYER pending a decision by the Commissioner.

4.6 The EMPLOYER agrees that space for a designated bulletin board shall be made available in City Hall to be used by EMPLOYEES for posting notices of the following type:

1. Notice of UNION recreational and social affairs;
2. Notice of UNION elections;
3. Notice of UNION appointments and results of UNION elections;
4. Notices of UNION meetings;
5. Notices of UNION committee reports; and
6. Other notices as may be agreed upon by the EMPLOYER.

Further, the bulletin board shall not be used for posting or distributing pamphlets of political or religious matter of any kind or for advertising. Under no circumstances shall the use of the bulletin board conflict with the operation of the EMPLOYER.

ARTICLE 5 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT neither the UNION, its officers or agents, nor any of the EMPLOYEES covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 6 EMPLOYER AUTHORITY

- 6.1 The 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.
- 6.2 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.
- 6.3 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

The EMPLOYER will recognize a representative designated by the UNION as the GRIEVANCE representative of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the name of such UNION representative and of the representative's successor when so designated.

7.1 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of GRIEVANCES as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION 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 the EMPLOYEE and the UNION representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.2 PROCEDURE

GRIEVANCES, as defined in ARTICLE 2, Section 2.6, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such GRIEVANCE to the 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 by the operation of Step 1 of the grievance procedure may be appealed by the Union by filing a notice to that effect with the EMPLOYER designated representative. Such notice shall set 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. Such notice shall be filed 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 EMPLOYER designated representative shall conduct a conference with the union and the EMPLOYEE in an attempt to resolve the grievance. At such conference, the union shall present the grievance in writing signed by the affected EMPLOYEE and the union. 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. A GRIEVANCE unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'S final answer in Step 3.

Step 4. A GRIEVANCE unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration before a single arbitrator to be selected from a list to be supplied by the Bureau of Mediation Services pursuant to its rules. Any GRIEVANCE not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

7.3 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 AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary 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.

- C. 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.

7.4 WAIVER OF GRIEVANCE

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.

ARTICLE 8 WORK SCHEDULES - PREMIUM PAY

This ARTICLE is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 8.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an EMPLOYEE shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday. The normal work week for premium pay purposes shall begin at 12:01 A.M. Saturday. EMPLOYEEES shall be given a two week posted or written notice of exceptions or changes in the normal work week start time. In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.
- 8.2 In order to provide service to the public, the EMPLOYER may require the establishment of shifts for some EMPLOYEEES on a daily, weekly, seasonal, or annual basis other than the normal work day or work week.
- 8.3 Each EMPLOYEE has an obligation to work overtime or callbacks if requested. Overtime will first be offered by the EMPLOYER on a voluntary basis. Employees who are on vacation leave that has been requested and approved according to normal department procedures are not obligated to respond to callbacks.

8.4 Every regular EMPLOYEE shall be granted a thirty (30) minute lunch break without pay. Also, every regular EMPLOYEE, when working under conditions where a break period is practicable, shall be granted a fifteen (15) minute break period with pay in each half of the EMPLOYEE'S shift. Each department head shall schedule rest periods so as not to interfere with work requirements.

8.5 EMPLOYEES who are not exempt from the Fair Labor Standards Act (FLSA), working in excess of forty (40) hours within the work week, shall be compensated for such over-time at the rate of one and one-half (1-1/2) times the EMPLOYEE'S regular rate of pay in accordance to FLSA. The formula used for payment herein shall be the same regardless of operation of equipment at HEO, LEO or other rates of pay. As an alternative to compensation at premium rates for time worked in excess of forty (40) hours within the work week, the Employee may request compensatory time off in lieu of over-time pay compensatory time off to an EMPLOYEE, to be taken at a later date, which shall be computed at one and one-half (1-1/2) the time worked in excess of forty (40) hours within a work week.

For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

8.6 Neither compensation for over-time nor accumulation of compensatory time off will be granted unless the work is performed at the direction of, or with the prior written approval of, the EMPLOYEE'S supervisor.

8.7 Neither compensation at over-time rates nor accumulation of compensatory time off will be paid for time not worked except as provided in this section. Time worked for the purpose of calculating over-time shall be actual time worked plus holidays recognized in Article 10, plus vacation time scheduled at least one week in advance of its use, plus sick leave, and compensatory time off. Unpaid leave shall not be counted as time worked for the purpose of calculating over-time.

8.8 When an EMPLOYEE accrues one hundred and twenty (120) hours of unused compensatory time off, further accumulation of compensatory time off is prohibited, and the EMPLOYEE shall be paid for overtime in accordance with this Article.

The EMPLOYER reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the EMPLOYER.

The EMPLOYER agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and November 1 through November 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

8.9 An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the

operations of the EMPLOYER. Prior approval of the EMPLOYEE'S supervisor is required for the use of compensatory time-off.

8.10 A regular EMPLOYEE who is called out to perform work services on other than the EMPLOYEE'S scheduled shift shall receive a minimum of two (2) hours pay. The two hour minimum shall count toward worked hours for the purpose of calculation of overtime. An extension of a shift or an early start to a shift shall not be considered a call back for purposes of this section.

8.11 On Call Policy: Public Works Maintenance staff only

This policy does not apply to snow plow duties. This on call policy applies to unexpected emergencies and weekend well and lift station checks. Employees who wish to be added to the on call list for the calendar year may make this request to his/her supervisor on a *voluntary basis at the beginning of each year. Those who are approved as on call employees will rotate on a weekly (seven days) basis. During an employee's week of assigned on call duty, employees will be reimbursed for mileage as calculated from the employee's home to the Public Works campus and back home again. The rate of reimbursement is payable per the IRS mileage reimbursement schedule. Employees must be expressly assigned to on call duty by the department head in order to be compensated under this policy. Employees must also be able to respond to the appropriate public works facility within 30 minutes and must be skilled in the areas of streets, parks and utilities maintenance work, as determined by the Public Works Superintendent, in order to be a member of the on call pool

On call employees will be assigned to a seven-day schedule. On call hours shall begin at 3:30pm and shall end at 7:00am on the next regularly scheduled work day. On-call employees will not be required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs that a lift station and well check is necessary.

On call Pay: On call employees will receive one hour of over-time pay for each day of assigned on call duty Monday through Friday; two hours of over-time pay for each Saturday and Sunday; and four hours of over-time pay for each approved holiday

Pay when responding: The employer agrees that, upon responding to a call, the employee will not forfeit their on call pay. Upon responding to a call for service, an on call employee will be paid as per Section 8.10 (Call-back Policy) receiving a minimum of two hours pay. On call employees who are called back to work on an approved holiday will be compensated as per Section 10.2 (Holidays) and will be paid four hour

On call employees that respond to a call may require assistance in order to safely and effectively complete the necessary work. If so, the on call employee may call another regular Public Works employee to provide assistance, without

receiving immediate authorization from a supervisor. Said employee will be compensated as per section 8.10.

* All Public Works Maintenance employees hired after January 1, 2014 are required to participate in the on call policy.

ARTICLE 9 SICK LEAVE

- 9.1 Every probationary and regular EMPLOYEE is entitled to accrue sick leave with pay at a rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. The EMPLOYER may compute sick leave on an hourly basis equivalent to 96 hours per 2080 hours of compensated time, exclusive of overtime.
- 9.2 Sick leave may be accrued to a maximum of 960 hours at a rate established in Section 9.1. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1st) may be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.
- 9.3 Sick leave may be authorized, 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 would 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 for serious illness 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.
- 9.4 Employees are allowed funeral leave up to 24 hours (three 8-hour days or two 12-hour days) twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family as defined under Article 9.3. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours 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.
- 9.5 EMPLOYEES are able to use accrued leave or compensatory time (with prior approval from a supervisor) for family members not considered immediate family members under ARTICLE 9.3. To be eligible for sick leave with pay, an EMPLOYEE shall:
- (1) report as soon as possible to the EMPLOYEE'S department head the need for sick leave and whether the sick leave is for the EMPLOYEE, EMPLOYEE'S child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent or stepparent;

- (2) keep the EMPLOYEE'S department head informed of the need for continued sick leave if the absence is of more than three (3) days duration;
- (3) submit a medical certificate for any absence if required by the City Administrator;
- (4) provide the EMPLOYER with sufficient information needed in order to comply with the Family and Medical Leave Act.

9.6 Using or claiming sick leave for a purpose not authorized by this ARTICLE may be cause for disciplinary action.

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

9.8 Regular part-time EMPLOYEES shall be entitled to sick leave computed by converting their part-time employment to equivalent adjusted full-time service.

ARTICLE 10 HOLIDAYS

10.1 Holidays with pay are defined as:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	December 24th
Christmas Day	December 25 th
Floating Holiday	Eight (8) hours to be used within calendar year

- 10.2 All EMPLOYEES in regular positions are entitled to time off with full pay on the holidays defined in this ARTICLE. City hall shall be closed for business on each such holiday, but EMPLOYEES may be required to work on paid holidays when the nature of their duties or other conditions require. An EMPLOYEE required to work on a holiday shall receive their full pay for the holiday as defined in this ARTICLE. In addition, employees shall receive 1-1/2 times the EMPLOYEE'S base hourly pay rate for the time they work on such holiday or compensatory time off.
- 10.3 When New Year's Day, Independence Day 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. When Christmas Eve falls on Sunday, the preceding Friday is considered the paid holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for twenty-four (24) hours thereafter.
- 10.4 In order to be eligible for paid holidays as defined in this Article, EMPLOYEES must work the day before and the day after such holiday, unless on vacation, other paid leave, or excused in advance by the City Administrator.
- 10.5 In addition to meeting the foregoing criteria, regular part-time EMPLOYEES are entitled to be paid for a holiday defined in this ARTICLE, computed by converting their annualized part-time employment to equivalent adjusted full-time service.

ARTICLE 11

VACATION LEAVE

11.1 Every regular EMPLOYEE shall be entitled to the vacation based upon the following schedule:

Years of consecutive full-time employment	Hours of vacation earned for each calendar month of full-time employment or major fraction thereof	Annual equivalent in 8 hr. days
After 0	6.6667	10
After 1	6.6667	10
After 2	6.6667	10
After 3	6.6667	10
After 4	6.6667	10
After 5	6.6667	10
After 6	10.0000	15
After 7	10.0000	15
After 8	10.0000	15
After 9	10.0000	15
After 10	10.0000	15
After 11	10.0000	15
After 12	13.3333	20

After 16 years of service, a qualifying employee shall receive one additional day of vacation each year in excess of sixteen (16) years of service to a maximum of 25 days per year.

The EMPLOYER may compute vacation accrual on an hourly basis on a ratio equal to the appropriate annual equivalent compared to 2080 hours of compensated time, exclusive of overtime.

- 11.2 An EMPLOYEE'S accrual or "banked" vacation leave may not exceed two times the yearly accrual at any point in time.
- 11.3 Vacation leave may be used as earned subject to approval by the department head prior to the time at which said vacation is to be taken and subject to the provisions in ARTICLE 18.
- 11.4 Any EMPLOYEE leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.
- 11.5 For the purpose of accumulating additional vacation leave, an EMPLOYEE using earned vacation leave, paid holidays, sick leave, or compensatory time off is considered to be working.

- 11.6 Regular part-time EMPLOYEES shall be entitled to paid vacations computed by converting their annualized part-time employment to equivalent adjusted full-time service.

ARTICLE 12 INSURANCE

- 12.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 12.2 Neither regular part-time EMPLOYEES nor temporary EMPLOYEES shall be entitled to group health insurance including dependent coverage.
- 12.3 Annually during the month of December, or upon termination, the EMPLOYER will calculate the difference between the insurance allowance and the actual insurance cost for the calendar year. If the insurance allowance exceeds the cost of insurance benefits referred to in 12.1, EMPLOYER will remit the difference between the insurance allowance and the actual cost, net of all taxes, to the EMPLOYEE.
- 12.4 The EMPLOYER agrees to provide for a Labor Management Committee which will provide input to the EMPLOYER on issues such as safety, insurance and recognition programs. Three members of the bargaining unit appointed by the bargaining unit will serve on this Committee along with management's appointed representatives.
- 12.5 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 13 LEAVES

- 13.1 The EMPLOYER may grant any EMPLOYEE a Leave of Absence without pay for a period not exceeding ninety (90) days, except that it may extend such leaves to a maximum period of one (1) year in case the EMPLOYEE is disabled or where extraordinary circumstances, in its judgment, warrant such extension.
- 13.2 Every EMPLOYEE to whom Minnesota Statutes Section 192.26 or 192.261 applies (Military Leave) is entitled to the benefits afforded by those sections, subject to the conditions therein prescribed.
- 13.3 An EMPLOYEE required to serve as a juror or under subpoena as a witness in court for job related purposes, shall be granted leave of absence with pay while serving in such capacity. Such EMPLOYEE shall receive the amount of the difference between the EMPLOYEE'S regular salary and Jury Duty pay or fees received for service. An EMPLOYEE cannot receive more than the EMPLOYEE'S normal take-home pay as a result of any EMPLOYER pay supplemented to Jury Duty pay.

If the jury is dismissed prior to the end of the EMPLOYEE'S work day, the EMPLOYEE will report to work if practicable.

- 13.4 Every EMPLOYEE to whom Minnesota Statutes 181.940 through 181.943 applies (Parenting Leave) is entitled to the benefits afforded by those sections, subject to the conditions therein prescribed.
- 13.5 Every EMPLOYEE to whom the Family Medical Leave Act applies is entitled to the benefits afforded by the Act, subject to the conditions therein prescribed.

ARTICLE 14 SENIORITY

14.1 Seniority is defined as:

- A. EMPLOYER SENIORITY: length of continuous service with the EMPLOYER.
- B. JOB CLASSIFICATION SENIORITY: length of continuous service in a job classification.

14.2 On January 1st of each year, the EMPLOYER shall establish seniority lists showing each EMPLOYEE'S accumulated EMPLOYER seniority and job classification seniority. A copy of the seniority lists shall be furnished to the UNION upon request.

ARTICLE 15 JOB VACANCIES

Job Classification positions which are vacant because of separation from employment, a promotion, or the creation of a new position, and which the EMPLOYER intends to fill, shall be posted for five (5) working days. This requirement does not apply to position reclassifications.

ARTICLE 16 LAY OFF

16.1 EMPLOYEEES shall be laid off on the basis of job classification seniority only when the job relevant qualification factors between EMPLOYEEES are equal. After at least two (2) weeks notice to the EMPLOYEE, the EMPLOYER may lay off any EMPLOYEE when such action is necessary because of shortage of work or funds, the abolition of a position, or changes in the organization. No regular or probationary EMPLOYEE shall be laid off while there is a temporary EMPLOYEE serving in the same class of position for which the regular or probationary employee is qualified, eligible, and available.

16.2 EMPLOYEEES laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. The EMPLOYER shall notify EMPLOYEEES on layoff by registered mail to return to work at the EMPLOYEE'S last known address. The EMPLOYEE

must return to work within three (3) weeks of receipt of this order to be eligible for reemployment.

- 16.3 Notwithstanding any of the foregoing provisions of this ARTICLE, all recall rights and all other rights under this AGREEMENT shall be lost if any of the following occurs:
- A. An EMPLOYEE quits of EMPLOYEE'S own accord; or
 - B. An EMPLOYEE is dismissed for cause; or
 - C. An EMPLOYEE does not return to work when recalled after lay-offs, in accordance with this ARTICLE; or
 - D. An EMPLOYEE is absent from the payroll due to lay-off continuously for fifty-two (52) weeks or more.
- 16.4 In the event the EMPLOYER chooses to subcontract over 51% of a position(s) which would result in a lay off of EMPLOYEE(S), the EMPLOYER shall notify the affected EMPLOYEE(S) no less than ninety (90) days prior to the effective date of lay off. At no time shall the notice of layoff for other reasons be less than 45 days.

ARTICLE 17 PROBATIONARY PERIODS

- 17.1 **NEW HIRE, REHIRE PROBATIONARY PERIOD:** All newly hired or rehired EMPLOYEES shall serve a six (6) months probationary period. During the probationary period such probationary EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 17.2 **PROMOTIONAL PROBATIONARY PERIOD:** All promoted EMPLOYEES shall serve a six (6) months probationary period in any job in which the promoted EMPLOYEE has not successfully completed a probationary period. Any EMPLOYEE who does not successfully complete the promotional probationary period shall be returned to the EMPLOYEE'S pre-promotion job classification. Such EMPLOYER decisions shall not be subject to the GRIEVANCE procedure.
- 17.3 **USE OF ACCRUED VACATION LEAVE AND SICK LEAVE:** During the probationary period following original appointment or promotional appointment, an EMPLOYEE is entitled to use accrued vacation leave and accrued sick leave. The use of both accrued vacation leave and accrued sick leave must comply with the respective contract language in the applicable articles.

ARTICLE 18 JOB SAFETY

- 18.1 It shall be the responsibility of the EMPLOYER, the UNION and the EMPLOYEE to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This responsibility shall include the provision of safe equipment and the proper use of all equipment in accordance with recognized safety procedures.

- 18.2 Whenever an EMPLOYEE is injured on the job, such employee shall report the injury to the EMPLOYEE'S supervisor immediately, if possible. The supervisor shall, if reasonably possible, first secure needed medical aid for the injured EMPLOYEE and then shall promptly file an accident report with the appropriate insurance carrier giving full particulars.
- 18.3 The EMPLOYER shall furnish to each of its EMPLOYEES conditions of employment and a place of employment free from recognized hazards, that are not by nature characteristic hazards of the EMPLOYEE'S chosen profession, but are causing or likely to cause death or serious injury or harm to its EMPLOYEES.

ARTICLE 19 DISCIPLINE

- 19.1 EMPLOYEES will be disciplined only for just cause. The seriousness or frequency of misconduct will be factors in determining whether discharge rather than some other disciplinary action is warranted.
- 19.2 Disciplinary actions will be in the form of:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 19.3 EMPLOYEES who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 7 (EMPLOYEE Rights - Grievance Procedure).
- 19.4 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the EMPLOYEE and the EMPLOYEE'S personnel file.
- 19.5 Prior to discharging an EMPLOYEE who has completed the probation period, the EMPLOYER shall notify the EMPLOYEE and the union, in writing, that the EMPLOYEE is to be discharged, the reason(s) therefore, the EMPLOYEE'S right to a hearing in accordance with this Article and the effective date of the discharge. The EMPLOYEE may request an opportunity to hear an explanation of the evidence against him/her and to present his/her explanation of issues and circumstances related to the EMPLOYEE'S discharge to the EMPLOYER'S representative. The EMPLOYEE is entitled to union representation at such meeting, upon request. The right of such meeting shall expire at the end of the next scheduled work day of the EMPLOYEE after the notice of discharge is delivered to the EMPLOYEE unless the EMPLOYER and EMPLOYEE agree otherwise. The discharge shall not become effective during the period when the meeting may

occur. However, the EMPLOYEE may be suspended without pay during the time between the notice of discharge and the expiration of the pre-termination meeting. Any further appeal of the discharge may be initiated by the UNION at Step 2 of the GRIEVANCE procedure provided that the written appeal is signed by the EMPLOYEE and the UNION. It is agreed that the availability of this appeal procedure satisfies all due process requirements for a pre-termination hearing.

- 19.6 EMPLOYEES may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.
- 19.7 The EMPLOYER shall have the right to revoke or reduce a discharge penalty at any time.

ARTICLE 20 WAGES

- 20.1 EMPLOYEES shall be compensated in accordance with the wage schedules and text attached hereto as Appendix A. Appendix A reflects a two and three-quarter percent (2.75%) cost of living adjustment (COLA) over 2020 wages, effective January 1, 2021.
- 20.2 Public Works Maintenance Workers or Building Inspectors expressly assigned in writing by the supervisor or department director to perform the duties of an interim lead worker due to the absence of a supervisor shall receive an interim lead worker differential of one dollar (\$1.00) per hour. Interim Lead pay will be paid for all hours assigned and worked in the interim lead worker capacity. Interim lead workers will not be assigned for project-based work. The department head may or may not assign an interim lead at his/her sole discretion.

ARTICLE 21 UNIFORMS

- 21.1 The EMPLOYER shall furnish uniforms and cleaning of such uniforms for EMPLOYEES in the Public Works Department, this includes Building Maintenance Workers.
- 21.2 Public Works Maintenance employees and Engineering Technicians may choose to opt out of the contract uniform service by January 15 of each year. Contract uniform services will be cancelled by February 1 of each year for employees who opt out.
- 21.3 All uniform items provided by the EMPLOYER shall remain the property of the EMPLOYER and as each item is either discarded or replaced, the discarded or replaced items shall be returned to the EMPLOYER. In the event any such items are lost or damaged through the negligence of the EMPLOYEE possessing said property, (reasonable wear and depreciation expected), such EMPLOYEE shall be financially responsible for the replacement of said negligently lost or destroyed item.
- 21.4 The EMPLOYER shall designate the standard uniform required while on duty.

21.5 Public Works Maintenance Workers, Engineering Technicians, Building Maintenance Workers and Building Inspectors may submit an original store receipt to the EMPLOYER for a one time reimbursement per year, as follows:

- A) Work boots up to \$150 annually (includes 1 or more boots)
- B) Work clothes up to \$350 annually (excludes employees participating in the contract uniform service)
- C) Embroidery up to \$25.00 annually (excludes employees participating in the contract uniform service)

21.6 The EMPLOYER shall provide required personal protective equipment as determined by Occupational Safety and Health Administration.

ARTICLE 22 SEVERANCE PAY

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.

Receipt of severance pay terminates all seniority rights and ends all EMPLOYER'S liability for other benefits.

ARTICLE 23 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

23.1 Purpose

The purpose of this program is to help employees defray some of the costs of post employment health insurance premiums using pre-tax dollars.

23.2 Effective Date

Participation in the Post Employment Health Care Savings Plan (PEHCSP) is available to full- and part-time regular employees who are members of the AFSCME unit and who meet the eligibility requirements described below on their termination date. For the purposes of the PEHCSP, the termination date is the last date an employee performed services for the City. This includes, but is not limited to, the employee's retirement date.

This PEHCSP is effective November 1, 2008.

23.3 Eligibility Requirements

In order to be eligible for participation in the PEHCSP, the following terms and conditions must be met:

1. The individual must be a regular employee and a current member of the AFSCME bargaining unit.
2. The employee must have been continuously employed by the City of Ramsey for ten years. There shall be no partial years and no aggregation of separate periods of employment.

23.4 Benefits

Under the PEHCSP, eligible employees will contribute 100% of eligible sick leave hours to the PEHCSP. City employees are eligible to accrue a maximum of 960 hours of sick leave and may receive a percentage of the 960 hours of sick leave depending upon their years of service.

For the purposes of this PEHCSP, as per Article 22 of the AFSCME labor agreement, "eligible sick leave hours" is 33% of unused accumulated sick leave after 10 years of continuous employment; 35% of unused accumulated sick leave after 15 years of continuous employment; 37% of unused accumulated sick leave after 20 years of continuous employment; and 40% of unused accumulated sick leave after 25 years of continuous employment.

Per Article 22 of the AFSCME labor agreement, severance pay shall not be available in any sum to an employee if that employee is discharged for just cause, or if the employee voluntarily terminates his or her employment without giving the employer fourteen (14) days written notice.

23.5 Fees

Fees are paid by employees (or former employees) when the individual begins making contributions to the plan.

ARTICLE 24 SICK LEAVE FOR WELLNESS

Please see Appendix C.

ARTICLE 25 WAIVER

- 25.1 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.
- 25.2 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 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.
- 25.3 The EMPLOYER and the UNION 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 parties at the time this contract was negotiated or executed.

ARTICLE 26 SAVINGS CLAUSE

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

ARTICLE 27 DURATION

- 27.1 This AGREEMENT shall be effective as of the day of signing and shall remain in full force and effect through December 31, 2021 unless changed or terminated in the manner provided by this ARTICLE.

27.2 Either party desiring to change or terminate this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the date specified in Section 27.1 of this ARTICLE. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached concerning such changes, the original provisions of this AGREEMENT shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedure as a proposed change.

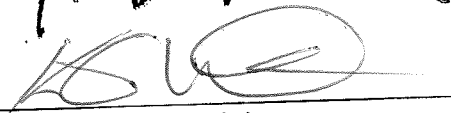
27.3 This AGREEMENT shall take effect from January 1, 2021 through the effective date specified in Section 27.1 of this ARTICLE.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ____ day _____.

FOR THE CITY OF RAMSEY,
MINNESOTA:

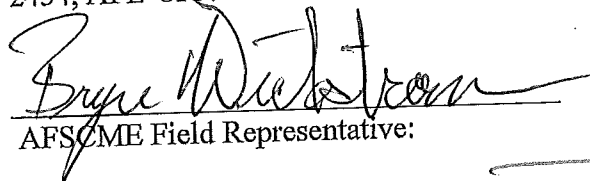


Mayor



Attest: City Administrator


FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL NO: 5, LOCAL NO.
2454, AFL-CIO:



AFSCME Field Representative:



AFSCME Negotiating Committee Member



AFSCME Negotiating Committee Member

AFSCME Negotiating Committee Member

APPENDIX A1 COMPENSATION PLANS

The compensation plans are based on "steps" that are four percent apart based on maximum market salaries represented in the Step 6 (100%) column. Steps 1 through 5 equal 80%, 84%, 88%, 92%, and 96% of the maximum respectively.

If approved by the City Council, maximum salaries may be adjusted by a Cost of Living Adjustment (COLA). Therefore, if approved the entire plan adjusts in value each year while the percentage between steps stays constant at 4%.

Initial placement in the plan may be at any step because it depends on the employee's knowledge, skills, and abilities, as well as City Council approval.

When an employee reaches the maximum salary for his/her position (Step 6), he/she stays on that step. However, a salary increase may be received, if approved by the City Council. The maximum salaries would then increase by the approved Cost Of Living Adjustment made to the plan as a whole.

Progression through the compensation plan for all City of Ramsey employees will be based on satisfactory performance. Employee performance will be evaluated annually. Cost of Living increases will occur on January 1, and step increases will occur on an employee's anniversary date, dependent on the employee's performance evaluation.

An employee's anniversary date of employment refers to his/her start date of regular full-time or regular part-time employment. This does not include temporary or seasonal employment.

Employees who receive an overall performance rating of "Meets Standards" or "Exceeds Standards" will move to the next highest salary step for their respective position classification.

Employees who receive an overall performance rating of "Below Standards" or "Unsatisfactory" will remain at their existing salary step and receive only the Cost of Living Adjustment.

Employees who receive an overall performance rating of "Below Standards" or "Unsatisfactory" will be re-evaluated in six months. If, at that time, overall performance is rated "Meets Standards" or "Exceeds Standards" the employee will move to the next highest salary step for their respective position classification.

This process is grievable, but not arbitrable, under Article VII of the Union grievance procedure.

Created by: HAN 062502
Revised November 2011

APPENDIX A2

Wage Scales

AFSCME 2021 Wages	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly
Administrative Assistant	22.585	23.714	24.843	25.972	27.102	28.231
Administrative Clerk	22.585	23.714	24.843	25.972	27.102	28.231
Auto Mechanic	25.723	27.010	28.296	29.582	30.868	32.154
Building Maintenance Worker	19.776	20.765	21.754	22.743	23.732	24.721
Community Development Assistant	26.215	27.526	28.836	30.147	31.458	32.769
Communications and Events Coordinator	25.106	26.361	27.616	28.872	30.127	31.382
Community Service Officer	21.095	22.150	23.205	24.260	25.314	26.369
Engineering Technician 2	27.342	28.709	30.077	31.444	32.811	34.178
Engineering Technician 4	32.143	33.751	35.358	36.965	38.572	40.179
Fire Technician	21.727	22.813	23.900	24.986	26.072	27.159
Permit Technician	24.102	25.307	26.512	27.717	28.922	30.127
Police Technician	21.727	22.813	23.900	24.986	26.072	27.159
Police Technician - Lead	23.444	24.616	25.789	26.961	28.133	29.305
Public Works Maintenance Worker 1	23.679	24.863	26.047	27.231	28.415	29.599
Public Works Maintenance Worker - Lead	27.227	28.589	29.950	31.312	32.673	34.034
Recreation Specialist	22.585	23.714	24.843	25.972	27.102	28.231
Secretary/Receptionist	21.727	22.813	23.900	24.986	26.072	27.159
Senior Accounting Clerk	23.444	24.616	25.789	26.961	28.133	29.305

APPENDIX B

ANNIVERSARY DATES FOR REGULAR EMPLOYEES

Name of Employee	Title	Current Position Anniversary Date	Original Anniversary Date
Eric Benson	Building Maint. Worker	September 23, 2020	September 23, 2020
Scott Berscheid	Public Works Maint. Worker	December 13, 2017	December 13, 2017
Emmah Beardsley	Lead Police Records Technician	October 2, 2017	October 2, 2017
Michael Breiter	Public Works Maint. Worker	June 10, 2019	June 10, 2019
AnnMarie Busack	Fire Technician	August 31, 2015	August 31, 2015
Andy Blood	Public Works Maint. Worker	March 1, 2018	March 1, 2018
Terry Byron, Jr.	Public Works Maint. Worker	April 28, 2005	April 28, 2005
Logan Czech	Engineering Technician II	September 3, 2019	September 3, 2019
Jerome Dube	Public Works Maint. Worker	January 12, 2005	October 2, 2000
Jeff Erickson	Public Works Maint. Worker	February 28, 2007	February 28, 2007
Trudie Falk	Build. Insp. Adm. Assistant	September 24, 2020	September 24, 2020
Nolan Goebel	Community Service Officer	February 12, 2020	February 12, 2020
Matt Graf	Public Works Maint. Worker	February 26, 2014	February 26, 2014
Randy Heaton	Building Maint. Worker	April 10, 2017	April 10, 2017
Jamie Hedburg	Police Technician	January 25, 2017	January 25, 2017
Vaughn Ihrke	Public Works Maint. Worker	April 24, 2019	April 24, 2019
Evan Johnson	Public Works Maint. Worker	April 8, 2015	April 8, 2015
Jennifer Johnson	Police Technician	November 3, 2016	August 29, 2012
Ellen Krueger	Permit Technician	January 1, 2017	March 25, 2015
Greg Lind	Public Works Mechanic	January 1, 2016	August 31, 1999
Jackie Lipski	Senior Accounting Clerk	January 1, 2016	August 30, 2004
Aaron Madsen	Engineering Technician II	May 10, 2004	November 12, 2002
Nick Maras	Public Works Mechanic	December 29, 2004	December 29, 2004
Jacob Marks	Public Works Maint. Worker	July 23, 2018	July 23, 2018
Brian McCann	Planning Technician	March 25, 2020	March 25, 2020
Katie McNally	Community Service Officer	February 25, 2019	February 25, 2019
Don Meyenburg	Building Maintenance Worker	August 28, 2006	August 28, 2006
Pam Miller	Receptionist/Secretary	May 25, 1999	May 25, 1999
Todd Nelson	Public Works Maint. Worker	February 9, 2005	February 9, 2005
Mike Nielsen	Public Works Maint. Worker	April 24, 2006	April 24, 2006

Abby Proulx	Recreation Specialist	September 19, 2019	September 19, 2019
Alejandra Sanchez	Permit Technician	September 4, 2018	September 4, 2018
Kathy Schmitz	Administrative Clerk	June 13, 2013	February 1, 1988
Wendy Schlueter	Econ. Dev. Administrative Assistant	November 29, 2018	November 29, 2018
JoAnn Shaw	Community Development Assistant	January 1, 2014	October 15, 1996
Greg Talbot	Public Works Maint. Worker	January 18, 1988	January 18, 1988
Megan Thorstad	Communications and Events Coordinator	June 18, 2018	June 18, 2018
Shane Turner	Public Works Maint. Worker	September 25, 2014	September 25, 2014
Mary Jo Warner	Parks & PW/Administrative Assistant	August 6, 2001	August 6, 2001
Marsha Weidner	Engineering Administrative Assistant	February 2, 2018	February 2, 2018

APPENDIX C: SICK LEAVE FOR WELLNESS

Use of Sick Leave for Wellness Activities: Employees who have been employed with the City of Ramsey for at least five years and who have accrued a minimum sick leave balance of 300 hours will be allowed to use up to 24 hours of sick leave annually for cash reimbursement for approved wellness activities. Sick leave used for wellness activities will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time the request for reimbursement is made. For example, an employee with ten years of service who earns \$25 per hour is eligible to receive 7.92 hours of sick leave at a rate of \$25 per hour for approved activities. The City's severance schedule at the time of this writing is as follows: 33% after five years of service; 35% after 15 years of service; 37% after 20 years of service; and 40% after 25 years of service.

Reimbursements will be taxable income to the employee unless otherwise indicated.

Required Documentation

Claims will be accepted June 1-15 and December 1-15 and will be processed in July and January, respectively, unless otherwise indicated. An activity for which reimbursement is requested must have occurred in the same calendar year in which the request for reimbursement is made. All claims shall be submitted to Human Resources via a Request for Reimbursement Form accompanied by proper documentation for each activity. The sick leave used to fund a reimbursement for wellness activities will be based on the employee's years of service and wage at the time the request for reimbursement is made.

Approved Medical and Dental Expenses

Sick leave may be used to reimburse employees for the employee's medical and dental expenses not covered by the City's insurance plans. Accumulated sick leave used for this purpose will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time the request for reimbursement is made. To receive the reimbursement, the employee will fill out a Request for Reimbursement Form and submit proof of the expense to the Human Resources Manager.

Approved Wellness-Related Activities

Approved wellness activities include the following:

- a. Individual employee memberships in approved health clubs and/or a sum equal to an individual membership for those employees holding family memberships which include the employee. An approved health club would be one that provides facilities for aerobic and strength training activities.
- b. Programs designed to improve health such as classes on weight loss, smoking cessation or stress management are also allowed. This includes jazzercise, exercise classes, learning to eat, and weight watchers.

- c. Regular (meaning at least once a week) fitness activities resulting in a moderate to high aerobic benefit and their fees and memberships will also be eligible for reimbursement. This includes activities such as singles tennis, racquetball, handball, court fees associated with these sports, basketball, exercise classes, hockey, soccer, martial arts training, skating, cross country skiing and gymnastics.
- d. Fitness/exercise equipment (e.g., stationary bikes, treadmill, stair stepper, rowing machine, ice/inline skates, skis)

The following are not eligible for reimbursement:

- a. Activities and equipment with a relatively low aerobic benefit, such as bowling, golf, dancing, horseback riding, archery, and baseball/softball. Also excluded are whirlpools, saunas, and massage therapy.
- b. Any clothing costs, competitive registration fees or costs for food will not qualify for reimbursement.
- c. Membership fees for clubs that are primarily social in nature (i.e., country clubs, golf/tennis clubs)
- d. Accessory items (e.g., book holders, water bottles/holders, bike racks), assembly charges, shipping fees and maintenance contracts.

Employees are advised to have a physical examination by their physician if they are beginning a new program of physical activity.

Employee may not participate in any Sick Leave for Wellness eligible program on City time.

Sports, activities and equipment not listed will be evaluated on a case by case basis by the Human Resources Manager.

Approved Deferred Compensation Contributions

Eligible employees will be allowed to convert accumulated sick leave to deferred compensation deposits. Deposits in combination with all other payments to the deferred compensation accounts are subject to maximum deferral regulations. Accumulated sick leave used for deferred compensation contributions will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time that the contribution to deferred compensation is requested. Requests for contributions under this section must be submitted to Human Resources by November 15. Contributions will be made to deferred compensation plans via payroll deduction in December pre-tax.

Employees who are in the process of terminating employment are not eligible for reimbursements under this program. All requests for reimbursement under this program must be approved by the Human Resources Manager.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

ARTICLE 12 M.O.U. INSURANCE

January 1, 2021 to December 31, 2021 as described below:

1) City total monthly contributions for 2021 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 2021. 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 2021, 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: \$949.00 to \$1034.50
- Employee and Children City contribution: \$1246.00 Employee and Spouse City contribution: \$1300.30
- Family City contribution: \$1603.80

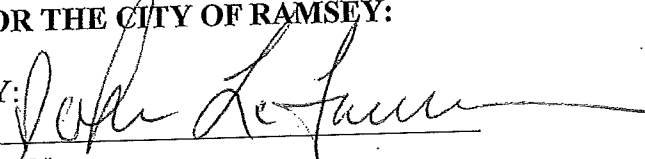
Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- 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. 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

FOR THE CITY OF RAMSEY:

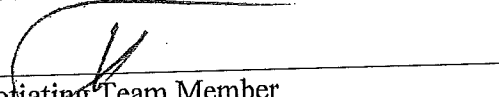
BY: 
Mayor

12-29-2020
Date

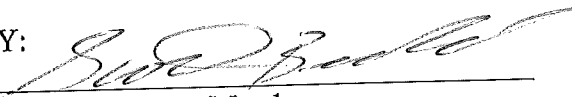
ATTEST: 
City Administrator

2-2-2021
Date

FOR AFSCME

BY: 
Negotiating Team Member

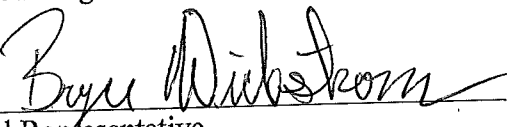
1/4/21
Date

BY: 
Negotiating Team Member

2-1-21
Date

BY: _____
Negotiating Team Member

Date

BY: 
Field Representative

1/27/21
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

ARTICLE 21 M.O.U. UNIFORMS

This Memorandum of Understanding is made between the City of Ramsey and AFSCME; and

WHEREAS, the City and the Union are parties to a 2021 collective bargaining agreement; and

WHEREAS; Section 21.3 and Section 21.5 of the labor agreement, shall be null and void while this MOU is in effect; and

WHEREAS, certain EMPLOYEES wear clothing that is considered taxable under state and federal law, if provided by the City; and

WHEREAS, the annual uniform stipend will be paid to these EMPLOYEES in one payment through their regular biweekly payroll disbursement on the second payroll in March. This stipend will be included in the EMPLOYEES' taxable earnings and applicable taxes will be withheld according to Internal Revenue Service; and

WHEREAS; in the event any such items are lost or damaged through the negligence of the EMPLOYEE possessing said property, (reasonable wear and depreciation expected), such EMPLOYEE shall be financially responsible for the replacement of said negligently lost or destroyed item; and

WHEREAS, members utilizing the City's uniform service are ineligible for the stipend; and

WHEREAS, the following information is an excerpt from the City's Personnel Policy and all EMPLOYEES are expected to adhere to the following:

The dress and appearance of City employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Our appearance and attire have a definite impact on the way we are perceived by others and the confidence that customers have in our ability to provide quality services.

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

For 2021, the City will provide a monetary uniform stipend to the EMPLOYEES in the following positions at the amounts listed:

- a. Building Maintenance Workers * \$393.75
- b. Engineering Technicians* \$393.75
- c. Parks, Streets and Utilities Maintenance Workers* \$393.75
 - i. The above listed stipends include any costs associated with embroidery; any costs greater than the above listed stipend shall be the EMPLOYEES responsibility.

*Denotes job classifications that receive vouchers for the purchase of OSHA approved safety boots.

Lastly, all Parks, Streets, and Utilities maintenance workers shall adhere to the following protocol:

- 1) Approved Uniforms
 Approved work pants shall be either jeans or uniform style work pants; approved shorts are permitted during the summer and shall be of a solid color -- no patterned material allowed. Approved shirts shall be uniform shirts or polo shirts purchased from an approved City vendor; solid color work short-sleeve shirts and solid color work long-sleeve shirts; and solid color crew-neck work sweatshirts.

- 2) Unapproved Clothing
 Unapproved clothing includes, but may not be limited to clothing with advertisements or logos larger than 2" (other than City logos); sleeveless shirts, athletic wear such as sweatpants, sweat-suits, workout clothes, and tennis shoes are not allowed. If EMPLOYEES are uncertain as to whether or not a clothing item will be allowed they should consult with their supervisor.

- 3) Condition of Clothing
 Clothing must always be neat, clean, and not overly worn, faded, or in disrepair. EMPLOYEES must maintain this standard or, at the discretion of the Department Head, will be ineligible to receive future stipends and transferred to the City's uniform service.

This Memorandum of Understanding sunsets on December 31, 2021.

FOR THE CITY OF RAMSEY:

BY: _____

Mayor

12-29-2020

 Date

ATTEST: _____

City Administrator

2-2-2021

 Date

FOR AFSCME

BY: [Signature]
Negotiating Team Member

1/14/21
Date

BY: [Signature]
Negotiating Team Member

1/21-21
Date

BY: _____
Negotiating Team Member

Date

BY: [Signature]
Field Representative

1/27/21
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

January 1, 2021 to December 31, 2021 as described below:

M.O.U. PUBLIC WORKS MAINTENANCE WORKER CAREER
LADDER PROGRAM

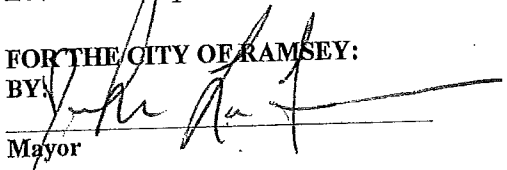
The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreement between the City of Ramsey (the EMPLOYER) and the American Federation of State, County, and Municipal Employees (AFSCME) concerning Public Works Maintenance Workers' participation in the City's Career Ladder Program.

The Program:
The Career Ladder Program includes specific criteria for eligibility and advancement as established and maintained in policy by the City.

Educational Expenses:
Training and tuition expenses incurred as a result of the Career Ladder Program will be paid and/or reimbursed as defined in the City Personnel Policy.


Wages:
Upon completion of each of the following career ladder levels employees will be compensated as follows:

- Level 2 to be paid at 1% over the step 6 base wage
- Level 3 to be paid at 1.5% over the step 6 base wage
- Level 4 to be paid at 3% over step 6 base wage

FOR THE CITY OF RAMSEY:
BY: 

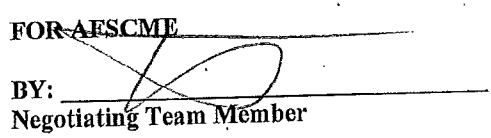
Mayor

12-29-2020
Date

ATTEST:


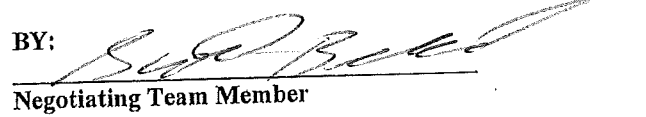
City Administrator

2-2-2021
Date

FOR AFSCME
BY: 

Negotiating Team Member

1/4/21
Date

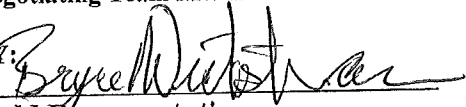
BY: 

Negotiating Team Member

2-1-21
Date

BY:

Negotiating Team Member

BY: 

Field Representative

Date

1/27/21

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

January 1, 2021 to December 31, 2021 as described below:

M.O.U. TEMPORARY EMPLOYEES

The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreement between the City of Ramsey (the EMPLOYER) and the American Federation of State, County, and Municipal Employees (AFSCME) concerning temporary employees as defined in Article 2 of the Collective Bargaining Agreement; TEMPORARY FULL-TIME AND/OR TEMPORARY PART-TIME UNION MEMBERS.

The EMPLOYER may hire up to six (6) temporary maintenance workers including two (2) EMPLOYEES in the Parks Division, two (2) EMPLOYEES in the Streets Division, and two (2) EMPLOYEES in the Utilities Division. The terms and conditions of employment for TEMPORARY FULL-TIME AND/OR TEMPORARY PART-TIME UNION MEMBERS include, but are not limited to the following:

1. shall be scheduled to work up to a maximum of 210 days in a calendar year and will be a union member beginning the first day of their employment; and
2. shall not be eligible for vacation time, sick leave, holiday pay, health insurance, life insurance or any other fringe benefit unless otherwise dictated by the Affordable Care Act; and
3. shall be paid at a rate of 80% of step one of the maintenance worker wage scale and will not be eligible for step changes; and
4. shall not be entitled to protections under Article 16 - Layoffs, including rights to recall; and
5. shall not be entitled to the protections Under Article 19 – Discipline; and
6. may be terminated at the sole discretion of the EMPLOYER during the entire period of temporary employment, regardless of whether the length of temporary employment exceeds the six month probationary period provided for in Article 17.1; and
7. shall, in the event of being hired as a regular employee, have no time credited toward probation.

FOR THE CITY OF RAMSEY:

BY: 

Mayor

ATTEST: 

City Administrator

12-29-2020
Date

2-2-2021
Date

FOR AFSCME

BY: [Signature]
Negotiating Team Member

2-12-21
Date

BY: _____
Negotiating Team Member

Date

BY: [Signature]
Negotiating Team Member

2-2-21
Date

BY: [Signature]
Field Representative

1/27/21
Date

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF STATE,
STATE,**

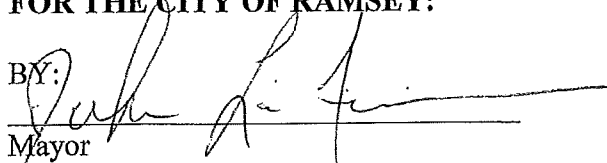
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

M.O.U. MEET AND CONFER

January 1, 2021 to December 31, 2021 as described below:


The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreement between the City of Ramsey (the EMPLOYER) and the American Federation of State, County, and Municipal Employees (AFSCME) to meet and confer during the course of the agreement to discuss (and potential revise) Article 14 – Seniority.

FOR THE CITY OF RAMSEY:

BY: 

Mayor

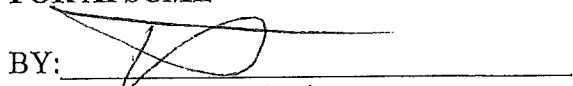
12-29-2020
Date

ATTEST: 

City Administrator

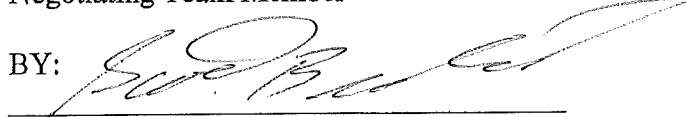
2-2-2021
Date

FOR AFSCME

BY: 

Negotiating Team Member

1/4/21
Date


BY: 

Negotiating Team Member

2-1-21
Date

BY: _____
Negotiating Team Member

Date

BY: 

Field Representative

1/27/21
Date

LABOR AGREEMENT BETWEEN
CITY OF RAMSEY AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LICENSED PATROL OFFICERS
January 1, 2021 – December 31, 2021

Prepared by Colleen Lasher, Administrative Services Director

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ARTICLE ONE (1) PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into as of January 1, 2021, 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.

9.3 Employees are scheduled to work over 2080 hours during the year. Because of this, the employee will earn "KELLY TIME" at the rate of 4 hours per pay period. Employees will not be allowed to take any time off that they have not yet earned, other than the last pay period of the year. Employees will be able to bank up to a total of 48 hours. Employees are expected to manage their own time off and be responsible for not going over the cap.

All accrued Kelly time and projected earned Kelly Time, will need to be entered on the duty Schedule by December 1st or it will be assigned by Ramsey Police Administration.

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.

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) Hold-overs 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

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.

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

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.

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 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 duty does not qualify the Employee for the three (3) 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 31st 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.
- 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.

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 31st 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 31st, 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.
- 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.

ARTICLE NINETEEN (19) INSURANCE

- 19.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 19.2 The EMPLOYER, 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 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.
- 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, 2021 and shall remain in full force and effect through and including December 31, 2021, and thereafter until modified or amended by mutual agreement of the parties.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on this 2nd day of Feb. 2021; per resolution #21-034

FOR THE CITY OF RAMSEY:

BY: Mark Elkus
Mayor

1-26-2021
Date

ATTEST: [Signature]
City Administrator

2-2-2021
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: Nicholas Dahlberg
Nicholas Dahlberg, Steward

2-1-21
Date

BY: Adam Burnside
Adam Burnside, LELS

2-1-2021
Date

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

2021 Wages

- As a result of a Cost of Living Adjustment of 2.75% and a wage adjustment of 1%, wages will increase by 3.75% over the 2020 wage scale. The following salaries are calculated for January 1, 2021 through December 31, 2021 adding 3.75% to December 31, 2020 wages, effective on January 1, 2021.

January 1 to December 31, 2021 Wages

		Hourly	Monthly	Annually
First Year	70% of Top Patrol	\$28.350	\$4,914	\$58,968
Second Year	80% of Top Patrol	\$32.400	\$5,616	\$67,391
Third Year	90% of Top Patrol	\$36.450	\$6,318	\$75,815
Fourth Year	95% of Top Patrol	\$38.475	\$6,669	\$80,027
Top Patrol	100% of Top Patrol	\$40.500	\$7,020	\$84,239

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	\$41.310	\$7,160	\$85,924
After 8 years of service / 4% Over Top Patrol	\$42.120	\$7,301	\$87,609
After 12 years of service / 6% Over Top Patrol	\$42.930	\$7,441	\$89,294
After 16 years of service / 8% Over Top Patrol	\$43.740	\$7,582	\$90,978

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

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

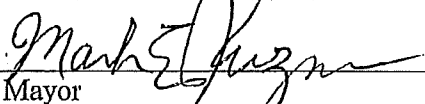
For 2021 only, the following changes apply to Article 17, Section and 17.4 of the 2017/2018 LELS Patrol Labor Agreement:

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, 2021

FOR THE CITY OF RAMSEY:

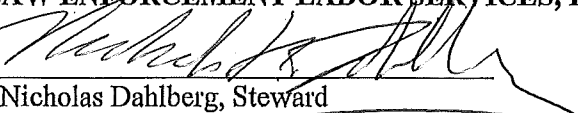
BY: 
Mayor

1-26-2021
Date

ATTEST: 
City Administrator

2-2-2021
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: 
Nicholas Dahlberg, Steward

2-1-2021
Date

BY: 
Adam Burnside, Business Agent

2-1-2021
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, 2021 to December 31, 2021 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 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.

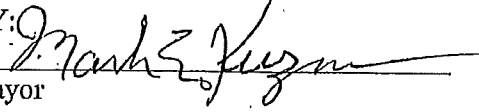
THEREFORE, the parties met, negotiated and agreed upon the following:

Effective January 1, 2021 – December 31, 2021 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, 2021.

FOR THE CITY OF RAMSEY:

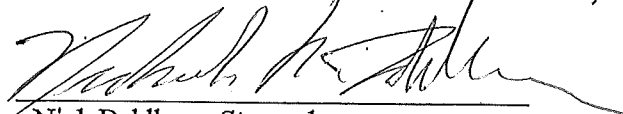
BY: 
Mayor

1-26-2021
Date


ATTEST: 
City Administrator

2-2-2021
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: 
Nick Dahlberg, Steward

2-1-2021
Date

BY: 
Adam Burnside, Business Agent

2/1/2021
Date

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

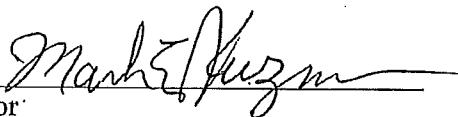
ARTICLE NINETEEN (19) M.O.U. INSURANCE

January 1, 2021 to December 31, 2021 as described below:

The City will make the following contributions toward group health insurance coverage for employees working 30 hours per week or more; as well as to purchase \$20,000 of basic life insurance for full-time regular employees working 30 hours per week.

- a. 2021 monthly health insurance contributions, including the health reimbursement or health savings account contributions as follows; Employee Only (Single) \$942.00 to \$1,034.50, Employee and Children at \$1,246.00, Employee and Spouse at \$1,300.30, and Family at \$1,603.80; and
- b. 2021 City payment toward the Waiver/Credit in lieu of Coverage will remain at \$370.00 per month.

FOR THE CITY OF RAMSEY:

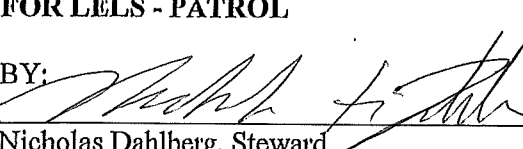
BY: 
Mayor

1-26-2021
Date

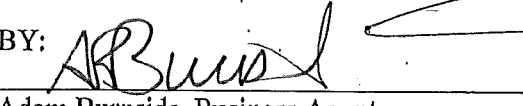
ATTEST: 
City Administrator

2-2-2021
Date

FOR LELS - PATROL

BY: 
Nicholas Dahlberg, Steward

2-1-2021
Date

BY: 
Adam Burnside, Business Agent

2/1/2021
Date

**LABOR AGREEMENT BETWEEN
CITY OF RAMSEY AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 313: LICENSED SERGEANTS**

January 1, 2021– December 31, 2021

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 Sergeants 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.
- 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 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 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.
- 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 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, who is the 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 Ramsey City Administrator who is the Employer's 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 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 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.
- 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 Employee's 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 (10) days prior to the requested day off. Thereafter, holidays when approved, will be granted on a first-come first-served basis.

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 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 acknowledge 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; 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.

9.3 Employees are scheduled to work over 2080 hours during the year. Because of this, the employee will earn "Kelly Time" at the rate of 4 hours per pay period. Employees will not be allowed to take any time off that they have not yet earned, other than the last pay period of the year. Employees will be able to bank up to a total of 48 hours. Employees are expected to manage their own time off and be responsible for not going over the cap.

All accrued Kelly Time and projected earned Kelly Time, will need to be entered on the duty Schedule by December 1st or it will be assigned by Ramsey Police Administration

ARTICLE 10: OVERTIME

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

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.

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 will be compensated at one and one-half (1 ½) times the Employee's regular base pay rate for working beyond their regular shift.

10.8 For the purposes of calculating overtime, an EMPLOYEE using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

10.9 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) Hold-overs 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.

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. Payback time must be satisfied before compensatory time off will be approved.

- 10.10 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, the Employee will earn compensatory time off or overtime.
- 10.11 Employees who are scheduled and attend training on a scheduled day off and the training is six 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 11: COURT TIME

- 11.1 An Employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) 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 to 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 12: STANDBY TIME

- 12.1 If the Employer requires an Employee 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.

ARTICLE 13: CALL BACK TIME

- 13.1 An Employee who is called to duty during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) 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 three (3) hour minimum.

ARTICLE 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.

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

- 14.2 An Employee's accrued or "banked" vacation leave must be equal to or less than two times the yearly accrual by December 31st 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 proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

ARTICLE 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.
- 15.2 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. 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.

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 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.

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 (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.

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 paid holidays, earned vacation leave or sick leave 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.

ARTICLE 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. 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.

ARTICLE 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 holidays listed in 17.3, plus a Floating Holiday.
- 17.2 Employees may take holiday time only when the duty schedule allows for the time off while maintaining the department minimum staffing levels for the time the Employee takes the holiday.
- 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 ½ 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 for that time worked in addition to their regular shift.

17.4 Each Employee shall have the option to sell up to a maximum of forty (40) of the Employee's holiday hours back to the employer at the Employee's 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 shall receive credit for 96 holiday hours at the beginning of each year. The City will buy back holiday hours in January and November of each year.

Employees who leave employment prior to December 31st 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 31st, 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 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 of thirty minutes of the employee's 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.

- 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.

ARTICLE 19: INSURANCE

- 19.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 19.2 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 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 21: SAVINGS CLAUSE

- 21.1 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 22: SALARIES

22.1 The Employees' wages payable during the term of this Agreement shall be as follows;

2021 Wages

➤ As a result of a Cost of Living Adjustment, wages will increase by 2.75% over the 2020 wage scale. The following salaries are calculated for January 1, 2021 through December 31, 2021, adding 2.75% to December 31, 2020 wages effective on January 1, 2021.

In addition to being paid pursuant to the following wage grid, each Employee shall be paid a one-time, off-schedule payment of \$850.00 to be paid within 30 days of this Agreement being executed by all parties.

	January 1, 2021 through December 31, 2021		
	Hourly	Monthly	Annually
Step 1.....(85%)	\$41.713	\$7,230	\$86,764
Step 2.....(88%)	\$43.186	\$7,485	\$89,826
Step 3.....(91%)	\$44.658	\$7,741	\$92,888
Step 4.....(94%)	\$46.130	\$7,996	\$95,950
Step 5.....(97%)	\$47.602	\$8,251	\$99,013
Step 6.....(100%)	\$49.074	\$8,506	\$102,075

Longevity Effective January 1, 2021	Hourly	Monthly	Annually
After 5 Years in Bargaining Unit: 2% Increase over Step 6	\$50.056	\$8,676	\$104,116
After 8 Years in Bargaining Unit: 4% Increase over Step 6	\$51.037	\$8,846	\$106,158
After 12 Years in Bargaining Unit: 6% Increase over Step 6	\$52.019	\$9,017	\$108,199

22.2 Employer will pay POST license fees for all licensed sergeants.

22.3 The EMPLOYER will pay to the person(s) assigned to the Administrative Sergeant position \$200.00 per month compensation.

22.4 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.

ARTICLE 23: WAIVER

- 23.1 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.
- 23.2 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 24: DURATION


Except as herein provided, this Agreement shall be in effect commencing January 1, 2021 and shall remain in full force and effect through and including December 31, 2021, and thereafter until modified or amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day of Feb 2021, per resolution # 21-034

FOR THE CITY OF RAMSEY:


BY: 
Mayor

1-26-2021
Date

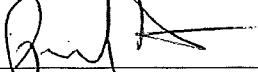
ATTEST: 
City Administrator

2-2-2021
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: 
Richard Webb, Steward

2-1-2021
Date

BY: 
Mr. Rick Mathwig LELS, Business Agent

2-1-2021
Date

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

M.O.U. POST EMPLOYMENT HCSP

January 1, 2021 to December 31, 2021 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 2021 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 Sergeants have agreed to contribute an ongoing percent of pay and shall contribute 2% of gross pay effective January 1, 2021 through December 31, 2021; and

WHEREAS, employees will be responsible for the administrative fees.

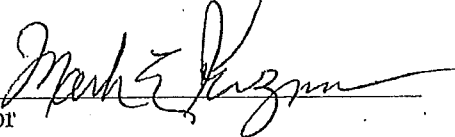
THEREFORE, the parties met, negotiated and agreed upon the following:

Effective January 1, 2021 – December 31, 2021 Law Enforcement Labor Services Sergeants 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 gross pay effective January 1, 2021 through December 31, 2021

This Memorandum of Understanding sunsets on December 31, 2021.

FOR THE CITY OF RAMSEY:


BY: 
Mayor

1-26-2021
Date

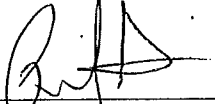
ATTEST: 
City Administrator

2-2-2021
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: 
Rich Webb, Steward

2-1-2021
Date

BY: 
Rick Mathwig, Business Agent

2-1-2021
Date

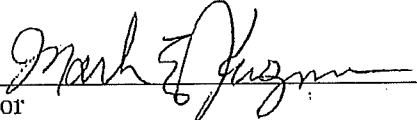
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND LAW
ENFORCEMENT LABOR SERVICES - SERGEANTS**

M.O.U. INSURANCE


The City will make the following contributions toward group health insurance coverage for employees working 30 hours per week or more; as well as to purchase \$20,000 of basic life insurance for full-time regular employees working 30 hours per week.

- a. 2021 monthly health insurance contributions, including the health reimbursement or health savings account contributions as follows; Employee Only (Single) \$942.00 to \$1,034.50, Employee and Children at \$1,246.00, Employee and Spouse at \$1,300.30, and Family at \$1,603.80; and
- b. 2021 City payment toward the Waiver/Credit in lieu of Coverage will remain at \$370.00 per month.

FOR THE CITY OF RAMSEY:


BY: 
Mayor

1-26-2021
Date

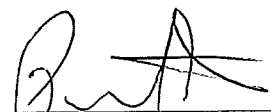
ATTEST: 
City Administrator

2-2-2021
Date

FOR LELS - SERGEANTS

BY: 
Rick Webb, Negotiating Team Member

2-1-2021
Date

BY: 
Rick Mathwig, Business Agent

2-1-2021
Date

AGREEMENT BETWEEN

CITY OF RAMSEY

AND

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



LICENSED CAPTAINS

January 1, 2021– December 31, 2021

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 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 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 th Anniversary	5.54 hours/pay period	18 days
8 th Anniversary	5.85 hours/pay period	19 days
10 th Anniversary	6.15 hours/pay period	20 days
12 th Anniversary	6.46 hours/pay period	21 days
16 th Anniversary	6.77 hours/pay period	22 days
17 th Anniversary	7.08 hours/pay period	23 days
18 th Anniversary	7.38 hours/pay period	24 days
19 th 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 31st 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 (January 1st) shall be deposited into the health care savings plan (HCSP) at the 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.

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.

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 (4th 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 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.
- 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:

2021 Wages

As a result of a Cost of Living Adjustment, wages will increase by 2.75% over the 2020 wage scale. The following salaries are calculated for January 1, 2021 through December 31, 2021 adding 2.75% to December 31, 2020 wages effective on January 1, 2021.

In addition to being paid pursuant to the following wage grid, each Employee shall be paid a one-time, off-schedule payment of \$1,450 to be paid by January 31, 2021.

Police Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2021 Wages	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	44.909	47.154	49.400	51.645	53.890	56.136

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:

Effective January 1, 2021	
Longevity Pay:	After 5 Years in Bargaining Unit: 2% Increase over Step 6
Longevity Pay:	After 8 Years in Bargaining Unit: 4% increase over Step 6
Longevity Pay:	After 12 Years in Bargaining Unit: 6 % increase over Step 6
Longevity Pay:	After 16 Years in Bargaining Unit: 8% 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.

18.6 EMPLOYER will reimburse EMPLOYEE for annual Minnesota Police and Peace Officers Association and Legal Defense Fund in the amount of \$204.00 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.

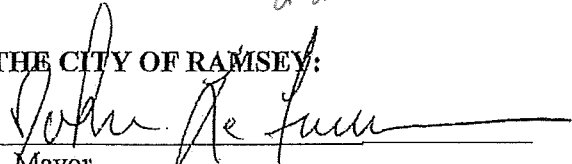
19.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived 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, 2021 and shall remain in full force and effect through and including December 31, 2021, and thereafter until modified or amended by mutual agreement of the parties.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2nd day of Feb. 2020; per resolution 20-316.

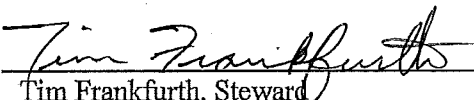
FOR THE CITY OF RAMSEY:


BY:  12-20-2020
Mayor Date

ATTEST:  2-2-2021
City Administrator Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY:  1-11-2021
Brad Bluml, Steward Date

BY:  1/11/2021
Tim Frankfurth, Steward Date

BY:  1/11/2021
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, 2021 to December 31, 2021 as described below:

1) City total monthly contributions for 2021 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 2021. 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 2021, 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: \$949.00 to \$1034.50
- Employee and Children City contribution: \$1246.00
- Employee and Spouse City contribution: \$1300.30
- Family City contribution: \$1603.80

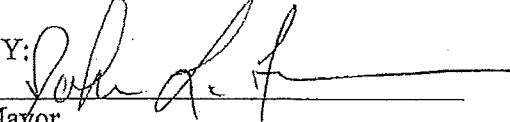
Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- 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 2021. 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

FOR THE CITY OF RAMSEY:

BY: 
Mayor

12-29-2020
Date

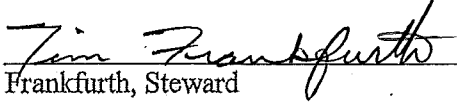
ATTEST: 
City Administrator

2-2-2021
Date

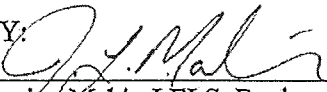
FOR LELS - CAPTAINS

BY: 
Brad Bluml, Steward

1-11-2021
Date

BY: 
Tim Frankfurth, Steward

1/17/2021
Date

BY: 
Jessica Mabin LELS, Business Agent

1/11/2021
Date

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

M.O.U. CRITICAL INCIDENT COUNSELING SERVICES

January 1, 2021 to December 31, 2021 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.

- C. The City will not offer counseling services to any officer involved in a critical incident if the City's Workers Compensation provider agrees to pay for mental health services arising out of the same critical incident.
 - D. All counseling services offered pursuant to this agreement must be utilized within two years of an officer's involvement in a critical incident.
 - E. The officer may attend counseling appointments while on-duty, without using accrued paid leave time.
3. **Financial Limitations.** The City will pay up to a maximum of \$2,500 towards any counseling service for an individual officer involved in a critical incident. If an individual officer chooses to receive additional counseling, that officer is responsible for paying for such counseling.
 4. **Authorization Required.** As a condition of receiving counseling services pursuant to this agreement, an officer must bring a signed note from the counselor to inform the City's Human Resources Manager of the date and time the officer received such services.
 5. **Relationship with Counselor.** It is the parties' intention that any officer who seeks counseling services pursuant to this Agreement will be considered to be the patient or the client of the individual or entity selected to provide those services, regardless of the City's financial contribution towards the cost of such services.
 6. **Data Privacy.** All data collected, created, received, maintained, or disseminated by the City pursuant to this Agreement shall be classified pursuant to the Minnesota Government Data Practices Act. The City acknowledges and agrees that, to the extent that it provides data to the individual or entity selected to provide counseling services, its contract with such individual or entity is governed by Minnesota Statutes, section 13.05, subdivision 6.

FOR THE CITY OF RAMSEY:

BY:

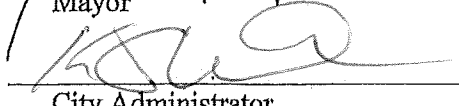


 Mayor

12-28-2020

 Date

ATTEST:



 City Administrator

2-2-2021

 Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: Brad Bluml
Brad Bluml, Steward

1-11-2021
Date

BY: Tim Frankfurth
Tim Frankfurth, Steward

1/11/2021
Date

BY: Jessica Mabin
Jessica Mabin LELS, Business Agent

1/11/2021
Date

CHAPTER 179**LABOR RELATIONS**

	MINNESOTA LABOR RELATIONS ACT	179.257	APPLICATION.
179.01	DEFINITIONS; MINNESOTA LABOR RELATIONS ACT.		CERTAIN REPRESENTATION DISPUTES; STRIKES, BOYCOTTS PROHIBITED
179.02	BUREAU OF MEDIATION SERVICES.	179.26	DEFINITIONS; CERTAIN REPRESENTATION DISPUTES.
179.03	POLITICAL ACTIVITIES FORBIDDEN.		
179.04	EXPENSES; FEES.	179.27	STRIKES OR BOYCOTTS PROHIBITED.
179.06	COLLECTIVE BARGAINING AGREEMENTS.	179.28	RECOVERY FOR TORT.
179.07	LABOR DISPUTE AFFECTING PUBLIC INTERESTS; PROCEDURE.	179.29	DISTRICT COURT HAS JURISDICTION.
179.08	POWERS OF COMMISSION APPOINTED BY COMMISSIONER.		HOSPITALS; STRIKES PROHIBITED, COMPULSORY ARBITRATION REQUIRED
179.083	JURISDICTIONAL CONTROVERSIES.	179.35	DEFINITIONS; HOSPITAL NO STRIKE AND ARBITRATION ACT.
179.09	ARBITRATION.	179.36	STRIKES PROHIBITED.
179.10	JOINING LABOR ORGANIZATIONS; UNITING FOR COLLECTIVE BARGAINING.	179.37	LOCKOUTS PROHIBITED.
179.11	UNFAIR LABOR PRACTICES BY EMPLOYEES.	179.38	ARBITRATION MANDATORY.
179.12	EMPLOYERS' UNFAIR LABOR PRACTICES.	179.39	SECTIONS NOT APPLICABLE.
179.121	OPERATION OF VEHICLE WHERE DISPUTE IS IN PROGRESS.	179.40	SECONDARY BOYCOTTS PROHIBITED
179.13	INTERFERENCES WHICH ARE UNLAWFUL.		SECONDARY BOYCOTT; DECLARATION OF POLICY.
179.135	PROTECTION OF COLLECTIVE BARGAINING AGREEMENTS.	179.41	SECONDARY BOYCOTT DEFINED.
179.14	INJUNCTIONS; TEMPORARY RESTRAINING ORDERS.	179.42	UNLAWFUL ACT AND UNFAIR LABOR PRACTICE.
179.15	VIOLATORS NOT ENTITLED TO BENEFITS OF CERTAIN SECTIONS.	179.43	ILLEGAL COMBINATION; VIOLATION OF PUBLIC POLICY.
179.16	REPRESENTATIVES FOR COLLECTIVE BARGAINING.	179.44	UNFAIR LABOR PRACTICE.
179.17	CITATION, LABOR RELATIONS ACT.	179.45	RIGHTS AND REMEDIES.
	MINNESOTA LABOR UNION DEMOCRACY ACT	179.46	LIMITATIONS; FEDERAL ACT.
179.18	DEFINITIONS; MINNESOTA LABOR UNION DEMOCRACY ACT.	179.47	CONSTRUCTION OF SECTIONS 179.40 TO 179.47.
179.19	ELECTION OF OFFICERS OF LABOR ORGANIZATION.		PROHIBITING COERCION OF EMPLOYEE
179.20	NOTICE OF ELECTIONS GIVEN.	179.60	INTERFERING WITH EMPLOYEE OR MEMBERSHIP IN UNION.
179.21	REPORTS OF RECEIPTS AND DISBURSEMENTS.		LABOR-MANAGEMENT COMMITTEE GRANT PROGRAM
179.22	LABOR REFEREE.	179.81	DEFINITIONS.
179.231	VIOLATIONS.	179.82	GRANT PROGRAM CREATED; APPLICATIONS.
179.25	CITATION, LABOR UNION DEMOCRACY ACT.	179.83	ACTION ON APPLICATION.
179.254	CONSTRUCTION WORKERS INSURANCE BENEFIT FUNDS; DEFINITIONS.	179.84	GENERAL CONDITIONS AND TERMS OF GRANTS.
179.255	PAYMENTS INTO HOME BENEFIT FUND.	179.85	FUNDING LIMITATIONS.
179.256	NOTIFICATION.		PACKINGHOUSE WORKERS BILL OF RIGHTS
		179.86	PACKINGHOUSE WORKERS BILL OF RIGHTS.
		179.90	OFFICE OF COLLABORATION AND DISPUTE RESOLUTION.
		179.91	GRANTS.

MINNESOTA LABOR RELATIONS ACT**179.01 DEFINITIONS; MINNESOTA LABOR RELATIONS ACT.**

Subdivision 1. **Words, terms, and phrases.** Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of sections 179.01 to 179.17, shall be given the meanings subjoined to them.

Subd. 2. **Person.** "Person" includes individuals, partnerships, associations, corporations, trustees, and receivers.

Subd. 3. **Employer.** "Employer" includes all persons employing others and all persons acting in the interest of an employer, but does not include the state, or any political or governmental subdivision thereof, nor any person subject to the Federal Railway Labor Act, as amended from time to time, nor the state or any political or governmental subdivision thereof except when used in section 179.13.

Subd. 4. **Employee.** "Employee" includes, in addition to the accepted definition of the word, any employee whose work has ceased because of any unfair labor practice, as defined in section 179.12, on the part of the employer or because of any current labor dispute and who has not obtained other regular and substantially equivalent employment, but does not include any individuals employed in agricultural labor or by a parent or spouse or in domestic service of any person at the person's own home.

Subd. 5. **Representative of employees.** "Representative of employees" means a labor organization or one or more individuals selected by a group of employees as provided in section 179.16.

Subd. 6. **Labor organization.** "Labor organization" means any organization of employees which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances or terms or conditions of employment.

Subd. 7. **Labor dispute.** "Labor dispute" includes any controversy concerning employment, tenure or conditions or terms of employment or concerning the association or right of representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms, tenure, or other conditions of employment, regardless of whether or not the relationship of employer and employee exists as to the disputants.

Subd. 8. **Strike.** "Strike" means the temporary stoppage of work by the concerted action of two or more employees as a result of a labor dispute.

Subd. 9. **Lockout.** "Lockout" is the refusal of the employer to furnish work to employees as a result of a labor dispute.

Subd. 10. **Commission.** "Commission" means the commission of three members which may be appointed by the governor to conduct hearings under this chapter.

Subd. 11. **Unfair labor practice.** "Unfair labor practice" means an unfair labor practice defined in sections 179.11 and 179.12.

Subd. 12. **Competent evidence.** "Competent evidence" means evidence admissible in a court of equity and such other evidence other than hearsay as is relevant and material to the issue and is of such character that it would be accepted by reasonable persons as worthy of belief.

Subd. 13. **Agricultural products.** "Agricultural products" includes, but is not restricted to, horticultural, viticultural, dairy, livestock, poultry, bee, and any farm products.

Subd. 14. **Processor.** "Processor" means the person who first processes or prepares agricultural products, or manufactures products therefrom, for sale after receipt thereof from the producer.

Subd. 15. **Marketing organization.** "Marketing organization" means any organization of producers or processors organized to engage in any activity in connection with the marketing or selling of agricultural products or with the harvesting, preserving, drying, processing, canning, packing, grading, storing, handling, shipping or utilization thereof, or the manufacturing or marketing of the by-products thereof, or in connection with the manufacturing, selling or supply of machinery, equipment, or supplies for their members or patrons.

Subd. 16. **Professional strikebreaker.** "Professional strikebreaker" means any person who:

(a) makes an offer to an employer at whose place of business a labor dispute is presently in progress to work as a replacement for an employee or employees involved in such labor dispute; and

(b) during a period of five years immediately preceding such offer, has, on more than one occasion, made an offer to employers to work as a temporary employee to personally replace employees involved in labor disputes. For the purposes of this subdivision, "work" shall mean the rendering of services for wages or other consideration. For the purposes of this subdivision, "offer" shall include arrangements made for or on behalf of employers by any person.

History: (4254-21) 1939 c 440 s 1; 1943 c 624 s 1,5; 1973 c 149 s 1; 1986 c 444

179.02 BUREAU OF MEDIATION SERVICES.

Subdivision 1. **Establishment.** There is established a Bureau of Mediation Services under the supervision and control of a commissioner. The commissioner shall be appointed by the governor under the provisions of section 15.06.

Subd. 2. **Special mediators.** The commissioner may, from time to time, appoint special mediators to aid in the settlement of particular labor disputes or controversies who shall have the same power and authority as the commissioner with respect to such dispute and such appointment shall be for the duration only of the particular dispute. Such special mediators shall be paid a per diem allowance as determined by the commissioner, while so engaged and their necessary expenses.

Subd. 3. **Rules.** The commissioner shall adopt rules to govern proceedings before the commissioner under the provisions of this chapter.

Subd. 4. **Roster of arbitrators.** The commissioner shall maintain a roster of persons suited and qualified by training and experience to act as arbitrators of labor disputes and shall provide parties to a labor dispute with the names of persons on the roster upon written request. The commissioner shall adopt rules governing appointments to, removals from, and administration of this roster.

Subd. 5. **Labor-management committees.** The commissioner may provide technical support and assistance to voluntary joint labor-management committees established for the purpose of improving relationships between unions and employers at area, industry, or work-site levels.

Subd. 6. **Receipt of gifts, money; appropriation.** (a) The commissioner may apply for, accept, and disburse gifts, bequests, grants, or payments for services from the United States, the state, private foundations, or any other source.

(b) Money received by the commissioner under this subdivision must be deposited in a separate account in the state treasury and invested by the State Board of Investment. The amount deposited, including investment earnings, is appropriated to the commissioner to carry out duties of the commissioner.

(c) The commissioner must post and maintain, on the Bureau of Mediation Services website, a list of the sources of funds and amounts received under this subdivision.

History: (4254-22) 1939 c 440 s 2; 1949 c 739 s 14; 1951 c 713 s 17; 1969 c 1129 art 2 s 1; 1977 c 305 s 25; 1987 c 45 s 1,2; 1987 c 186 s 15; 1989 c 255 s 1; 1990 c 546 s 1; 1999 c 221 s 4; 2014 c 312 art 3 s 8

179.03 POLITICAL ACTIVITIES FORBIDDEN.

Any mediator, under the provisions of sections 179.01 to 179.17, who exerts personal influence, directly or indirectly, to induce any other person to adopt the mediator's political views, or to favor any particular candidate for office, or to contribute funds for political purposes shall forthwith be removed from office or position by the appointing authority; provided, that before removal the commissioner of mediation services shall be entitled to a hearing before the governor, and any other employee shall be entitled to a similar hearing before the commissioner of mediation services.

History: (4254-23) 1939 c 440 s 3; 1969 c 1129 art 2 s 2; 1974 c 139 s 1; 1986 c 444; 1987 c 186 s 15

179.04 EXPENSES; FEES.

Subdivision 1. **Travel and other expenses.** The commissioner of mediation services and employees, or any special mediator, shall be paid their actual and necessary traveling and other expenses incurred in the performance of their duties. Vouchers for such expenses shall be itemized and sworn to by the person incurring the expense.

Subd. 2. **Seminar and workshop fees.** The commissioner shall charge a fee to each participant at a labor relations education seminar or workshop so that all expenditures except salaries of bureau employees are reimbursed at least 100 percent. Receipts shall be credited to the general fund.

History: (4254-24) 1939 c 440 s 4; 1969 c 1129 art 2 s 3; 1979 c 333 s 89; 1986 c 444; 1987 c 186 s 15

179.05 [Repealed, 1987 c 45 s 9]

179.06 COLLECTIVE BARGAINING AGREEMENTS.

Subdivision 1. **Notices.** When any employee, employees, or representative of employees, or labor organization shall desire to negotiate a collective bargaining agreement, or make any change in any existing agreement, or shall desire any changes in the rates of pay, rules or working conditions in any place of employment, it shall give written notice to the employer of its demand, which notice shall follow the employer if the place of employment is changed, and it shall thereupon be the duty of the employer and the representative of employee or labor organization to endeavor in good faith to reach an agreement respecting such demand. An employer shall give a like notice to employees, representative, or labor organizations of any intended change in any existing agreement. If no agreement is reached at the expiration of ten days after service of such notice, any employees, representative, labor organization, or employer may at any time thereafter petition the commissioner of mediation services to take jurisdiction of the dispute and it shall be unlawful for any labor organization or representative to institute or aid in the conduct of a strike or for an employer to institute a lockout, unless such petition has been served by the party taking such action upon the commissioner and the other parties to the labor dispute at least ten days before the strike or lockout becomes effective. Unless the strike or lockout is commenced within 90 days from the date of service of the petition upon the commissioner, it shall be unlawful for any of the parties to institute or aid in the conduct of a strike or lockout without serving a new petition in the manner prescribed for the service of the original petition,

provided that the 90-day period may be extended by written agreement of the parties filed with the commissioner.

A petition by the employer shall be signed by the employer or a duly authorized officer or agent; and a petition by the employees shall be signed by their representative or its officers, or by the committee selected to negotiate with the employer. In either case the petition shall be served by delivering it to the commissioner in person or by sending it by certified mail addressed to the commissioner at the commissioner's office. The petition shall state briefly the nature of the dispute and the demands of the party who serves it. Upon receipt of a petition, the commissioner shall fix a time and place for a conference with the parties to the labor dispute upon the issues involved in the dispute, and shall then take whatever steps the commissioner deems most expedient to bring about a settlement of the dispute, including assisting in negotiating and drafting a settlement agreement. It shall be the duty of all parties to a labor dispute to respond to the summons of the commissioner for joint or several conferences with the commissioner and to continue in such conference until excused by the commissioner, not beyond the ten-day period heretofore prescribed except by mutual consent of the parties.

[See Note.]

Subd. 2. **Commissioner, powers and duties.** The commissioner may at the request of either party to a labor dispute render assistance in settling the dispute without the necessity of filing the formal petition referred to in subdivision 1. If the commissioner takes jurisdiction of the dispute as a result of such a request, the commissioner shall then proceed as provided in subdivision 1.

History: (4254-26) 1939 c 440 s 6; 1941 c 469 s 1; 1955 c 837 s 1; 1969 c 1129 art 2 s 5; 1986 c 444; 1987 c 186 s 15

NOTE: The part of subdivision 1 that prohibits a strike or a lockout until ten days after service of a petition to the commissioner of mediation services was preempted under federal law by *Faribault Daily News, Inc. v. International Typographical Union*, 53 N.W.2d 36 (Minn. 1952).

179.07 LABOR DISPUTE AFFECTING PUBLIC INTERESTS; PROCEDURE.

If the dispute is in any industry, business, or institution affected with a public interest, which includes, but is not restricted to, any industry, business, or institution engaged in supplying the necessities of life, safety, or health, so that a temporary suspension of its operation would endanger the life, safety, health, or well-being of a substantial number of people of any community, the provisions of section 179.06 shall apply. The commissioner may appoint a fact finding commission composed of three members to conduct a hearing and make a report on the issues involved and the merits of the respective contentions of the parties to the dispute. If the commissioner decides to appoint a commission, the commissioner shall immediately notify the parties to the labor dispute. The members of such commission shall on account of vocations, employment, or affiliations be representatives of employees, employers, and the public, respectively. If and when the commissioner notifies the parties of the decision to appoint a commission, neither party to the dispute shall make any change in the situation affecting the dispute and no strike or lockout shall be instituted until 30 days after the commissioner's notification to the parties. If the commissioner fails to appoint a commission within five days after notification to the parties, this limitation on the parties shall be suspended and inoperative. If the commissioner thereafter appoints a commission, no strike or lockout having been instituted in the meantime, the limitation shall again become operative, but in no case for more than the original 30-day period. The 30-day period may be extended by stipulation of the parties to the labor dispute, which shall be filed with the commissioner. The commission shall meet within five days of its appointment by the commissioner and conduct the hearings which are necessary to render its report on the issues involved and

merits of the contentions of the parties. The report of the commission shall be filed with the commissioner not less than five days prior to the end of the 30-day period set forth above or any extension thereof. The commissioner shall provide copies of the report to the parties to the dispute and may make the report public.

History: (4254-27) 1939 c 440 s 7; 1941 c 469 s 2; 1969 c 1129 art 2 s 6; 1986 c 444; 1987 c 45 s 3; 1987 c 186 s 15

179.08 POWERS OF COMMISSION APPOINTED BY COMMISSIONER.

(a) The commission appointed by the commissioner pursuant to the provisions of section 179.07 shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence which relates to any matter involved in any such hearing, and may by its chair administer oaths and affirmations, and may examine witnesses. Such attendance of witnesses and the production of such evidence may be required from any place in the state at any designated place of hearing, but whenever practical hearings shall be held in a county where the labor dispute has arisen or exists.

(b) In case of contumacy or refusal to obey a subpoena issued under paragraph (a), the district court of the state for the county where the proceeding is pending or in which the person guilty of such contumacy or refusal to obey is found, or resides, or transacts business, or application by the commission shall have jurisdiction to issue to such person an order requiring such person to appear before the commission, there to produce evidence as so ordered, or there to give testimony touching the matter under investigation or in question, and any failure to obey such order of the court may be punished by the court as a contempt thereof.

(c) Any party to or party affected by the dispute may appear before the commission in person or by attorney or by their representative, and shall have the right to offer competent evidence and to be heard on the issues before the report of the commission is made.

Any commissioners so appointed shall be paid a per diem allowance not to exceed that established for arbitrators in section 179A.16, subdivision 8, and their necessary expenses while serving.

History: (4254-28) 1939 c 440 s 8; 1941 c 469 s 3; 1969 c 1129 art 2 s 7; 1986 c 444; 1987 c 45 s 4; 1987 c 186 s 15

179.083 JURISDICTIONAL CONTROVERSIES.

Whenever two or more labor organizations adversely claim for themselves or their members jurisdiction over certain classifications of work to be done for any employer or in any industry, or over the persons engaged in or performing such work and such jurisdictional interference or dispute is made the ground for picketing an employer or declaring a strike or boycott against the employer, the commissioner may appoint a labor referee to hear and determine the jurisdictional controversy. If the labor organizations involved in the controversy have an agreement between themselves defining their respective jurisdictions, or if they are affiliated with the same labor federation or organization which has by the charters granted to the contending organizations limited their jurisdiction, the labor referee shall determine the controversy in accordance with the proper construction of the agreement or of the provisions of the charters of the contending organizations. If there is no agreement or charter which governs the controversy, the labor referee shall make such decision as, in consideration of past history of the organization, harmonious operation of the industry, and most effective representation for collective bargaining, will best promote industrial peace. If the labor organizations involved in the controversy so desire, they may submit the controversy to a tribunal of the federation or labor organization which has granted their charters or to arbitration before a tribunal selected by themselves, provided the controversy is so submitted prior to the appointment by the governor of a labor referee to act in the controversy. After the appointment of the labor referee by the governor, or the submission of the

controversy to another tribunal as herein provided, it shall be unlawful for any person or labor organization to call or conduct a strike or boycott against the employer or industry or to picket any place of business of the employer or in the industry on account of such jurisdictional controversy.

History: 1943 c 624 s 6; 1969 c 1129 art 2 s 8; 1986 c 444; 1987 c 45 s 5; 1987 c 186 s 15

179.09 ARBITRATION.

When a labor dispute arises which is not settled by mediation such dispute may, by written agreement of the parties, be submitted to arbitration on such terms as the parties may specify, including among other methods the arbitration procedure under the terms of sections 572B.01 to 572B.31 and arbitration under the Voluntary Industrial Arbitration Tribunal of the American Arbitration Association. If such agreement so provides, the commissioner of mediation services may act as a member of any arbitration tribunal created by any such agreement and, if the agreement so provides, the commissioner may appoint one or more of such arbitrators. Either or both of the parties to any such agreement or any arbitration tribunal created under any such agreement may apply to the commissioner to have the tribunal designated as a temporary arbitration tribunal and, if so designated, the temporary arbitration tribunal shall have power to administer oaths to witnesses and to issue subpoenas for the attendance of witnesses and the production of evidence, which subpoenas shall be enforced in the same manner as subpoenas issued by the commission under section 179.08. Any such temporary arbitration tribunal shall file with the commissioner a copy of its report, duly certified by its chair.

History: (4254-29) 1939 c 440 s 9; 1957 c 633 s 24; 1969 c 1129 art 2 s 9; 1986 c 444; 1987 c 186 s 15; 2010 c 264 art 2 s 4

179.10 JOINING LABOR ORGANIZATIONS; UNITING FOR COLLECTIVE BARGAINING.

Subdivision 1. **Employees' right of self-organization.** Employees shall have the right of self-organization and the right to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection; and such employees shall have the right to refrain from any and all such activities.

Subd. 2. **Employers associations.** Employers have the right to associate together for the purpose of collective bargaining.

History: (4254-30) 1939 c 440 s 10; 1941 c 469 s 4

179.11 UNFAIR LABOR PRACTICES BY EMPLOYEES.

It shall be an unfair labor practice:

(1) for any employee or labor organization to institute a strike if such strike is a violation of any valid collective agreement between any employer and its employees or labor organization and the employer is, at the time, in good faith complying with the provisions of the agreement, or to violate the terms and conditions of such bargaining agreement;

(2) for any employee or labor organization to institute a strike if the calling of such strike is in violation of sections 179.06 or 179.07;

(3) for any person to seize or occupy property unlawfully during the existence of a labor dispute;

(4) for any person to picket or cause to be picketed a place of employment of which place the person is not an employee while a strike is in progress affecting the place of employment, unless the majority of persons engaged in picketing the place of employment at these times are employees of the place of employment;

(5) for more than one person to picket or cause to be picketed a single entrance to any place of employment where no strike is in progress at the time;

(6) for any person to interfere in any manner with the operation of a vehicle or the operator thereof when neither the owner nor operator of the vehicle is at the time a party to a strike;

(7) for any employee, labor organization, or officer, agent, or member thereof, to compel or attempt to compel any person to join or to refrain from joining any labor organization or any strike against the person's will by any threatened or actual unlawful interference with the person, or immediate family member, or physical property, or to assault or unlawfully threaten any such person while in pursuit of lawful employment;

(8) unless the strike has been approved by a majority vote of the voting employees in a collective bargaining unit of the employees of an employer or association of employers against whom such strike is primarily directed, for any person or labor organization to cooperate in engaging in, promoting or inducing a strike. Such vote shall be taken by secret ballot at an election called by the collective bargaining agent for the unit, and reasonable notice shall be given to all employees in the collective bargaining unit of the time and place of election; or

(9) for any person or labor organization to hinder or prevent by intimidation, force, coercion or sabotage, or by threats thereof, the production, transportation, processing or marketing by a producer, processor or marketing organization, of agricultural products, or to combine or conspire to cause or threaten to cause injury to any processor, producer or marketing organization, whether by withholding labor or other beneficial intercourse, refusing to handle, use or work on particular agricultural products, or by other unlawful means, in order to bring such processor or marketing organization against its will into a concerted plan to coerce or inflict damage upon any producer; provided that nothing in this subsection shall prevent a strike which is called by the employees of such producer, processor or marketing organization for the bona fide purpose of improving their own working conditions or promoting or protecting their own rights of organization, selection of bargaining representative or collective bargaining.

The violation of clauses (2), (3), (4), (5), (6), (7), (8) and (9) are hereby declared to be unlawful acts.

History: (4254-31) 1939 c 440 s 11; 1941 c 469 s 7; 1943 c 624 s 2,3; 1986 c 444

179.12 EMPLOYERS' UNFAIR LABOR PRACTICES.

It is an unfair labor practice for an employer:

(1) to institute a lockout of its employees in violation of a valid collective bargaining agreement between the employer and its employees or labor organization if the employees at the time are in good faith complying with the provisions of the agreement, or to violate the terms and conditions of the bargaining agreement;

(2) to institute a lockout of its employees in violation of section 179.06 or 179.07;

(3) to encourage or discourage membership in a labor organization by discrimination in regard to hire or tenure of employment or any terms or conditions of employment; provided, that this clause does not apply to the provisions of collective bargaining agreements entered into voluntarily by an employer and its

employees or a labor organization representing the employees as a bargaining agent, as provided by section 179.16;

(4) to discharge or otherwise to discriminate against an employee because the employee has signed or filed an affidavit, petition, or complaint or given information or testimony under this chapter;

(5) to spy directly or through agents or any other persons upon activities of employees or their representatives in the exercise of their legal rights;

(6) to distribute or circulate a blacklist of individuals exercising a legal right or of members of a labor organization for the purpose of preventing individuals who are blacklisted from obtaining or retaining employment;

(7) to engage or contract for the services of a person who is an employee of another if the employee is paid a wage that is less than the wage to be paid by the engaging or contracting employer under an existing union contract for work of the same grade or classification;

(8) willfully and knowingly to utilize a professional strikebreaker to replace an employee or employees involved in a strike or lockout at a place of business located within this state; or

(9) to grant or offer to grant the status of permanent replacement employee to a person for performing bargaining unit work for an employer during a lockout of employees in a labor organization or during a strike of employees in a labor organization authorized by a representative of employees.

The violation of clause (2), (4), (5), (6), (7), (8), or (9) is an unlawful act.

History: (4254-32) 1939 c 440 s 12; 1941 c 469 s 8; 1955 c 669 s 1; 1973 c 149 s 2; 1986 c 444; 1991 c 239 s 1; 1999 c 86 art 1 s 44

NOTE: Clause (9) was preempted under federal law by *Midwest Motor Express Inc. v. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 120*, 512 N.W.2d 881 (Minn. 1994).

179.121 OPERATION OF VEHICLE WHERE DISPUTE IS IN PROGRESS.

Any person who operates a motor vehicle which is entering or leaving a place of business or employment where there is a clear notice that a labor dispute is in progress, and who fails to bring the vehicle to a full stop at the entrance to or exit from that place, or who fails to exercise caution in entering or leaving that place, is guilty of a misdemeanor.

History: 1979 c 331 s 1

179.13 INTERFERENCES WHICH ARE UNLAWFUL.

Subdivision 1. **Unlawful acts.** It shall be unlawful for any person at any time to interfere with the free and uninterrupted use of public roads, streets, highways or methods of transportation or conveyance or to wrongfully obstruct ingress to and egress from any place of business or employment.

Subd. 2. **Unfair labor practice.** It is an unfair labor practice for any employee or labor organization to commit an unlawful act as defined in subdivision 1.

History: (4254-33) 1939 c 440 s 13; 1943 c 624 s 4

179.135 PROTECTION OF COLLECTIVE BARGAINING AGREEMENTS.

Subdivision 1. **Agreement protected from intervention.** No employer holding a valid collective bargaining agreement with any labor organization recognized or certified by the commissioner of mediation services or the National Labor Relations Board as the accredited bargaining representative for the employees or any group of employees of such employer shall be required to enter into negotiations with any other labor organization respecting the employees covered by the existing union agreement, so long as the existing agreement remains in full force and effect in accordance with its terms except where a successor labor organization has been certified as the representative of the employees covered by such agreement by the commissioner of mediation services or the National Labor Relations Board and recognized by the employer.

Subd. 2. **Prohibition against violation.** The violation of the provisions of this section by any officer, business agent, employee or other representative of any labor organization is prohibited.

History: *1947 c 593 s 1,2; 1969 c 1129 art 2 s 10; 1987 c 186 s 15*

179.14 INJUNCTIONS; TEMPORARY RESTRAINING ORDERS.

When any unfair labor practice is threatened or committed, a suit to enjoin such practice may be maintained in the district court of any county wherein such practice has occurred or is threatened. In any suit to enjoin any of the unfair labor practices set forth in sections 179.11 and 179.12, the provisions of sections 185.02 to 185.19 shall not apply. No court of the state shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of the violation of sections 179.11 and 179.12, as herein defined, except after hearing the testimony of witnesses in open court, with opportunity for cross-examination, in support of the allegations made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the court to the effect that the acts set forth in sections 179.11 and 179.12 have been threatened and will be committed unless restrained, or have been committed and will be continued unless restrained. No temporary restraining order may be issued under the provisions of sections 179.01 to 179.17 except upon the testimony of witnesses produced by the applicant in open court and upon a record being kept of such testimony nor unless the temporary restraining order is returnable within seven days from the time it is granted which shall be noted on the order of the court. It shall be the duty of the court to give the trial or hearing of any suits or proceedings arising under this section precedence over all other civil suits which are ready for trial. Failure of the trial court to decide a motion for a temporary injunction within seven days from the date the hearing thereon is concluded shall dissolve any restraining order issued therein without further order of the court. Failure of the trial court to decide any suit brought under this section within 45 days from the date the trial was ended shall dissolve any restraining order or temporary injunction issued therein without further order of the court.

History: *(4254-34) 1939 c 440 s 14; 1941 c 469 s 5; 1943 c 658 s 1*

179.15 VIOLATORS NOT ENTITLED TO BENEFITS OF CERTAIN SECTIONS.

Any employer, employee, or labor organization who has violated any of the provisions of sections 179.01 to 179.17 with respect to any labor dispute shall not be entitled to any of the benefits of sections 179.01 to 179.17 respecting such labor disputes and such employer, employee, or labor organization shall not be entitled to maintain in any court of this state an action for injunctive relief with respect to any matters growing out of that labor dispute, until good faith use is made of all means available under the laws of the state of Minnesota for the peaceable settlement of the dispute.

History: *(4254-35) 1939 c 440 s 15; 1986 c 444*

179.16 REPRESENTATIVES FOR COLLECTIVE BARGAINING.

Subdivision 1. **To be exclusive.** Representatives designated or selected for the purpose of collective bargaining by the majority of the employees in a unit appropriate for such purposes shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, provided, that any individual employee or group of employees shall have the right at any time to present grievances to their employer in person or through representatives of their own choosing.

Subd. 2. **Certification of group representative by commissioner.** When a question concerning the representative of employees is raised by an employee, group of employees, labor organization, or employer the commissioner of mediation services or any person designated by the commissioner shall, at the request of any of the parties, investigate such controversy and certify to the parties in writing, the name or names of the representatives that have been designated or selected. The commissioner shall decide in each case whether, in order to insure to employees the full benefit of their right to self-organization and to collective bargaining and otherwise to effectuate the purpose of this chapter, the unit appropriate for the purpose of collective bargaining shall be the employer unit, craft unit, plant unit; provided, that any larger unit may be decided upon with the consent of all employers involved, and provided that when a craft exists, composed of one or more employees then such craft shall constitute a unit appropriate for the purpose of collective bargaining for such employee or employees belonging to such craft and a majority of such employees of such craft may designate a representative for such unit. Two or more units may, by voluntary consent, bargain through the same agent or agents with an employer or employers, their agent or agents. Supervisory employees shall not be considered in the selection of a bargaining agent. In any such investigation, the commissioner may provide for an appropriate hearing, and may take a secret ballot of employees or utilize any other suitable method to ascertain such representatives, but the commissioner shall not certify any labor organization which is dominated, controlled, or maintained by an employer. If the commissioner has certified the representatives as herein provided, the commissioner shall not be required to again consider the matter for a period of one year unless it appears to the commissioner that sufficient reason exists.

Subd. 3. **Witnesses; powers of commissioner.** In the investigation of any controversy concerning the representative of employees for collective bargaining, the commissioner of mediation services shall have power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence which relates directly to any matter involved in any such hearing, and the commissioner or representative may administer oaths and affirmations, and may examine witnesses. Such attendance of witnesses and the production of such evidence may be required from any place in the state at any designated place of hearing, but hearings shall be held in a county where the question has arisen or exists.

Subd. 4. **Contempt of court.** In case of contumacy or refusal to obey a subpoena issued under this section, the district court of the county where the proceeding is pending or in which the person guilty of such contumacy or refusal to obey is found or resides shall have jurisdiction to issue to such person an order requiring such person to appear and testify or produce evidence, as the case may require, and any failure to obey such order of the court may be punished by the court as a contempt thereof.

History: (4254-36) 1939 c 440 s 16; 1941 c 469 s 6; 1969 c 1129 art 2 s 11,12; 1986 c 444; 1987 c 186 s 15

179.17 CITATION, LABOR RELATIONS ACT.

Sections 179.01 to 179.17 may be cited as the Minnesota Labor Relations Act.

History: 1939 c 440 s 19

MINNESOTA LABOR UNION DEMOCRACY ACT**179.18 DEFINITIONS; MINNESOTA LABOR UNION DEMOCRACY ACT.**

Subdivision 1. **Persons.** "Persons" includes individuals, partnerships, associations, corporations, trustees, and receivers.

Subd. 2. **Labor organization.** "Labor organization" means any organization of employees or of persons seeking employment which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances or terms or conditions of employment, but shall not include any labor organization subject to the Federal Railway Labor Act, as amended from time to time.

Subd. 3. **Employer.** "Employer" includes all persons employing others and all persons acting in the interest of an employer, but does not include the state or any political or governmental subdivision thereof, nor any person subject to the Federal Railway Labor Act, as amended from time to time.

Subd. 4. **Employee.** "Employee" includes, in addition to the accepted definition of the word, any employee whose work has ceased because of any unfair labor practice as defined in section 179.12 on the part of the employer or because of any current labor dispute and who has not obtained other regular and substantially equivalent employment, but does not include any individuals employed in agricultural labor or by a parent or spouse or in domestic service of any person at the person's own home.

Subd. 5. **Representative of employees.** "Representative of employees" means any person acting or asserting the right to act for employees or persons seeking employment in collective bargaining or dealing with employers concerning grievances or terms or conditions of employments.

Subd. 6. **Competent evidence.** "Competent evidence" means evidence admissible in a court of equity and such other evidence other than hearsay as is relevant and material to the issue and is of such character that it would be accepted by reasonable persons as worthy of belief.

History: 1943 c 625 s 1; 1986 c 444

179.19 ELECTION OF OFFICERS OF LABOR ORGANIZATION.

The officers of every labor organization shall be elected for such terms, not exceeding four years, as the constitution or bylaws may provide. The election shall be by secret ballot. The constitution or bylaws may provide for multiple choice voting, nomination by primaries or runoff elections, or other method of election by which selection by a majority may be obtained. In the absence of such provision, the candidate for any office receiving the largest number of votes cast for that office shall be declared elected. It is the duty of every labor organization and the officers thereof to hold an election for the purpose of electing the successor of every such officer prior to the expiration of a term. Any employee who is elected to a full time position in a labor organization shall be given a leave of absence for the duration of time holding such office, without losing seniority or entitlement to any rights acquired as a result of employment.

History: 1943 c 625 s 2; 1969 c 853 s 1; 1986 c 444

179.20 NOTICE OF ELECTIONS GIVEN.

Subdivision 1. **Publication.** No election required hereunder shall be valid unless reasonable notice thereof shall have been given to all persons eligible to vote thereat. Proof of publication of notice of an election in a trade union paper of general circulation among the membership of the union holding such election shall be conclusive proof of reasonable notice as required in this subdivision.

Subd. 2. **Plurality required.** No result of an election required hereunder shall be valid unless a plurality of the eligible persons voting thereat shall have cast their votes by secret ballot in favor of such result.

History: 1943 c 625 s 3

179.21 REPORTS OF RECEIPTS AND DISBURSEMENTS.

It is hereby made the duty of the officer of every labor organization who is charged with responsibility of money and property thereof to furnish to the members thereof in good standing a statement of the receipts and disbursements of the labor organization from the date of the next preceding statement and the assets and liabilities thereof to the date of the current statement. Such statement shall be furnished by such officer at the time prescribed by the constitution or laws of the labor organization, or it shall be furnished not later than the 1st day of July next following such calendar year.

History: 1943 c 625 s 4

179.22 LABOR REFEREE.

The commissioner may from time to time appoint labor referees for particular disputes under sections 179.18 to 179.25. Such appointment shall be for the duration only of the particular dispute. Such labor referees shall be paid a per diem allowance not to exceed that established for arbitrators in section 179A.16, subdivision 8, while so engaged, and their necessary expenses. When approved by the commissioner, the commissioner shall cause to be paid, from the appropriation to the commissioner, the amount due to the labor referees for services and expenses.

History: 1943 c 625 s 5; 1969 c 1129 art 2 s 13; 1986 c 444; 1987 c 45 s 6; 1987 c 186 s 15

179.23 [Repealed, 1987 c 45 s 9]

179.231 VIOLATIONS.

Subdivision 1. **Commissioner may appoint referee.** Whenever it reasonably appears to the commissioner that a labor organization has failed to comply with any of the requirements of sections 179.18 to 179.25, the commissioner may appoint a labor referee to act in the dispute.

Subd. 2. **Hearing.** Within ten days of appointment, the labor referee shall fix a time and place for a hearing upon the matter and send written notice thereof to the labor organization, and its officers who are charged in the complaint, the complainant, and to other persons who are parties to the dispute.

Subd. 3. **Appearance; evidence.** A party to or party affected by the dispute may appear at the hearing before the labor referee in person, by attorney, or by other representative. The party has the right to offer competent evidence and to be heard on the issues before an order is made by the referee. Within 30 days of the close of the hearing, the referee shall prepare and file with the commissioner findings of fact and an order sustaining or dismissing the charges. If the charges are sustained, a labor organization may be suspended from acting as the representative of employees by the commissioner until the basis for the failure to comply with the requirements of sections 179.18 to 179.25 has been removed as provided in subdivision 4. The commissioner shall suspend a labor organization which does not act affirmatively to remove the basis of sustained charges within 30 days of the filing of the referee's order with the commissioner.

Subd. 4. **Removal of suspension.** A labor organization which has had charges sustained against it under this section, whether suspended from acting as the representative of employees or not, may remove the basis for the charges or suspension by applying to the commissioner and submitting proof that the basis for the charges has been removed or corrected. Upon receipt of the application, the commissioner shall notify all

parties to the hearing before the referee of the filing of the application. If within 20 days after providing notice, written objection by one of the parties to the removal of the basis or suspension is received by the commissioner, the matter shall be referred for additional investigation by a referee under this section. If no objection is so filed, the commissioner shall provide written notice of the removal of the basis for the original complaint and remove any suspension imposed.

Subd. 5. **Powers of labor referee.** A labor referee appointed by the commissioner under this section shall have the same powers as provided to commissions under section 179.08.

History: 1987 c 45 s 7; 1987 c 186 s 15

179.24 [Repealed, 1987 c 45 s 9]

179.25 CITATION, LABOR UNION DEMOCRACY ACT.

Sections 179.18 to 179.25 may be cited as the Minnesota Labor Union Democracy Act.

History: 1943 c 625 s 8

179.254 CONSTRUCTION WORKERS INSURANCE BENEFIT FUNDS; DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 179.254 to 179.256, the following terms shall have the meanings subscribed to them.

Subd. 2. **Benefit fund.** "Benefit fund" means any trust fund established and operated for the purpose of providing medical, hospitalization, and other types of insurance, and other health, welfare and pension benefits for construction workers.

Subd. 3. **Construction worker.** "Construction worker" means any laborer or member of a trade who is employed in the building or construction industry and who is engaged in, but not limited to, any of the following occupations: carpenters, electricians, plumbers, bricklayers, masons, steamfitters, pipefitters, iron workers, sheet metal workers, cement finishers, laborers, operating engineers, lathers, plasterers, painters, pipe coverers, and glaziers.

Subd. 4. **Member.** "Member" means any construction worker who is qualified to receive benefits from a benefit fund under the rules of that fund.

History: 1974 c 50 s 1; 1976 c 232 s 1; 1986 c 444

179.255 PAYMENTS INTO HOME BENEFIT FUND.

Whenever a construction worker who is a member of a benefit fund works temporarily in a location such that contributions are made by or for the worker into another benefit fund, the trustees of the fund, or their agent, shall pay all such money to the trustees of the fund to which the construction worker is a member, except that such payment shall not exceed the rate of contribution to the fund in which the construction worker is a member. Payments may be made by check and shall be made promptly and regularly, at least once every 30 days. Each such payment from the trustees of one fund to the trustees of another shall be accompanied by a written statement including the name, address, and Social Security number of each construction worker for whom payment is made, the amount being paid for each worker, and the number of hours of work for which payment is being made.

History: 1974 c 50 s 2; 1986 c 444

179.256 NOTIFICATION.

Whenever a construction worker may qualify for the reimbursement of benefit payments to a home benefit fund as described in section 179.255, the trustees of the benefit fund of which the worker is a member, or their agent, shall so notify the trustees of the benefit fund to which payments will be made during the temporary period of work. Such notification shall be made promptly in writing and shall include the name, address, and Social Security number of the construction worker and the starting date of the temporary period of work.

History: 1974 c 50 s 3; 1986 c 444

179.257 APPLICATION.

The provisions of sections 179.254 to 179.256 requiring the transfer of payments between benefit funds shall apply only to those benefit funds which are established, located and maintained within this state. However nothing contained herein shall be construed to discourage the legislature of another state or to prohibit the trustees of a benefit fund which is located in another state from providing, in accordance with sections 179.254 to 179.257 and on a wholly reciprocal basis, transfers between such foreign benefit fund or funds and a benefit fund located within the state of Minnesota.

History: 1974 c 50 s 4

**CERTAIN REPRESENTATION DISPUTES;
STRIKES, BOYCOTTS PROHIBITED****179.26 DEFINITIONS; CERTAIN REPRESENTATION DISPUTES.**

When used in sections 179.26 to 179.29, unless the context clearly indicates otherwise, each of the following words: employee, labor organization, strike, and lockout shall have the meaning ascribed to it in section 179.01.

History: 1945 c 414 s 1; 1949 c 299 s 1

179.27 STRIKES OR BOYCOTTS PROHIBITED.

When certification of a representative of employees for collective bargaining purposes has been made by proper federal or state authority, it is unlawful during the effective period of such certification for any employee, representative of employees or labor organization to conduct a strike or boycott against the employer of such employees or to picket any place of business of the employer in order, by such strike, boycott or picketing, (1) to deny the right of the representative so certified to act as such representative or (2) to prevent such representative from acting as authorized by such certification, or (3) to interfere with the business of the employer in an effort to do either act specified in clauses (1) and (2) hereof.

History: 1945 c 414 s 2

179.28 RECOVERY FOR TORT.

Any employer injured through commission of any unlawful act as provided in section 179.27 shall have a cause of action against any employees, representative of employees, or labor organization committing such unlawful act, and shall recover in a civil action all damages sustained by the employer from such injury.

History: 1945 c 414 s 3; 1986 c 444

179.29 DISTRICT COURT HAS JURISDICTION.

The district court of any county in which the employer does any business shall have jurisdiction to entertain an action arising under sections 179.26 to 179.29. Such action shall be tried by the court with a jury unless a jury be waived.

History: *1945 c 414 s 4*

**HOSPITALS; STRIKES PROHIBITED,
COMPULSORY ARBITRATION REQUIRED****179.35 DEFINITIONS; HOSPITAL NO STRIKE AND ARBITRATION ACT.**

Subdivision 1. **Scope.** Unless the language or context clearly indicates that a different meaning is intended, the following words, terms and phrases, for the purposes of sections 179.35 to 179.39, shall be given the meanings subjoined to them.

Subd. 2. **Charitable hospital.** "Charitable hospital" includes all county and municipal hospitals and any hospital no part of the net income of which inures to the benefit of any private member, stockholder, or individual.

Subd. 3. **Hospital employee.** "Hospital employee" includes any person employed in any capacity by a charitable hospital, except an employee whose services are performed exclusively in connection with the operation of a commercial or industrial enterprise owned or operated by the charitable hospital for the production of profit, irrespective of the purposes to which such profit may be applied, and not engaged in any activity affecting the essential functions of the hospital.

Subd. 4. **Labor dispute.** "Labor dispute" includes any controversy concerning employment, tenure, conditions, or terms of employment or concerning the association or right of representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms, tenure, or other conditions of employment, regardless of whether or not the relationship of employer and employee exists as to the disputants.

Subd. 5. **Strike.** "Strike" means the temporary stoppage of work by the concerted action of two or more hospital employees as a result of a labor dispute.

Subd. 6. **Lockout.** "Lockout" means the refusal of a charitable hospital to furnish work to employees as a result of a labor dispute.

History: *1947 c 335 s 1; 1973 c 626 s 1*

179.36 STRIKES PROHIBITED.

It is unlawful for any hospital employee or representative of the employee, as defined in Minnesota Statutes 1945, section 179.01, subdivision 5, to encourage, participate in, or cause any strike or work stoppage against or directly involving a charitable hospital.

History: *1947 c 335 s 2*

179.37 LOCKOUTS PROHIBITED.

It is contrary to public policy and is hereby declared to be unlawful for any charitable hospital to institute, cause, or declare any lockout.

History: 1947 c 335 s 3

179.38 ARBITRATION MANDATORY.

In the event of the existence of any labor dispute which cannot be settled by negotiation between the charitable hospital employers and their employees, either such employers or employees may petition and avail themselves of the provisions of sections 179.01 to 179.17, insofar as sections are not inconsistent with the provisions of sections 179.35 to 179.39. If such dispute is not settled within ten days after submission to mediation, any unsettled issue concerning terms and conditions of employment, and other conditions of employment concerning union security shall, upon service of written notice by either party upon the other party and the commissioner, be submitted to the determination of a board of arbitrators whose determination shall be final and binding upon the parties. For public employers, "terms and conditions of employment" has the meaning given it in section 179A.03, subdivision 19. The board of arbitrators shall be selected and proceed in the following manner, unless otherwise agreed between the parties: the employers shall appoint one arbitrator, the employees shall appoint one arbitrator, and the two arbitrators so chosen shall appoint a third arbitrator who shall act as chair and who shall receive reasonable compensation for the work; but if said arbitrators are unable to agree upon the appointment of such third arbitrator within five days after submission to arbitration, the commissioner shall submit five names to the parties and the parties shall select the third arbitrator, who shall act as chair, from the five submitted by the commissioner. The selection of the third arbitrator shall be by the process of elimination, with the parties taking turns at striking names from the list of five submitted by the commissioner, until only one name remains. If the parties are unable to agree with respect to which party shall take the first turn for the purpose of striking a name, it shall be decided by the flip of a coin. Each party shall be responsible for compensating the arbitrator of their choice, and the parties shall share equally the compensation paid to the third arbitrator. The board of arbitrators shall serve as a temporary arbitration tribunal and shall have the powers provided for commissioners under section 179.08. The board of arbitrators shall make its determination with all due diligence and shall file a copy of its report with the commissioner.

History: 1947 c 335 s 4; 1969 c 1129 art 2 s 19; 1973 c 723 s 1; 1986 c 444; 1987 c 45 s 8; 1987 c 186 s 15; 1996 c 382 s 1

179.39 SECTIONS NOT APPLICABLE.

The provisions of Minnesota Statutes 1945, sections 185.02 to 185.19, shall not apply in the case of a threatened or existing strike or other work stoppage by hospital employees or in the case of a lockout by a charitable hospital, and such threatened or existing strike or other work stoppage or lockout may be enjoined by a court of equity.

History: 1947 c 335 s 5

SECONDARY BOYCOTTS PROHIBITED**179.40 SECONDARY BOYCOTT; DECLARATION OF POLICY.**

As a guide to the interpretation and application of sections 179.40 to 179.47, the public policy of this state is declared to be:

To protect and promote the interests of the public, employees and employers alike, with due regard to the situation and to the rights of the others;

To promote industrial peace, regular and adequate income for employees, and uninterrupted production of goods and services; and

To reduce the serious menace to the health, morals and welfare of the people of this state arising from economic insecurity due to stoppages and interruptions of business and employment.

It is recognized that whatever may be the rights of disputants with respect to each other in any controversy, they should not be permitted, in their controversy, to intrude directly into the primary rights of third parties to earn a livelihood, transact business, and engage in the ordinary affairs of life by lawful means and free from molestation, interference, restraint or coercion. The legislature, therefore, declares that, in its considered judgment, the public good and the general welfare of the citizens of this state will be promoted by prohibiting secondary boycotts and other coercive practices in this state.

History: *1947 c 486 s 1*

179.41 SECONDARY BOYCOTT DEFINED.

As used in sections 179.40 to 179.47, the term "secondary boycott" means any combination, agreement, or concerted action;

(1) to refuse to handle goods or to perform services for an employer because of a labor dispute, agreement, or failure of agreement between some other employer and its employees or a bona fide labor organization; or

(2) to cease performing or to cause any employees to cease performing any services for an employer, or to cause loss or injury to such employer or to its employees, for the purpose of inducing or compelling such employer to refrain from doing business with, or handling the products of, any other employer because of a dispute, agreement, or failure of agreement between the latter and its employees or a labor organization; or

(3) to cease performing or to cause any employer to cease performing any services for another employer, or to cause any loss or injury to such other employer, or to its employees, for the purpose of inducing or compelling such other employer to refrain from doing business with, or handling the products of, any other employer because of an agreement, dispute, or failure of agreement between the latter and its employees or a labor organization.

History: *1947 c 486 s 2; 1986 c 444*

179.42 UNLAWFUL ACT AND UNFAIR LABOR PRACTICE.

It is an unlawful act and an unfair labor practice for any person or organization to combine with another, to cause loss or injury to an employer, to refuse to handle or work on particular goods or equipment or perform services for an employer, or to withhold patronage, or to induce, or to attempt to induce, another to withhold patronage or other business intercourse, for the purpose of inducing or coercing such employer to persuade or otherwise encourage or discourage its employees to join or to refrain from joining any labor union or organization or for the purpose of coercing such employer's employees to join or refrain from joining any labor union or organization.

History: *1947 c 486 s 3; 1986 c 444*

179.43 ILLEGAL COMBINATION; VIOLATION OF PUBLIC POLICY.

A secondary boycott as hereinbefore defined is hereby declared to be an illegal combination in restraint of trade and in violation of the public policy of this state.

History: *1947 c 486 s 4*

179.44 UNFAIR LABOR PRACTICE.

The violation of any provision of section 179.41 is hereby declared to be an unfair labor practice and an unlawful act.

History: *1947 c 486 s 5*

179.45 RIGHTS AND REMEDIES.

Any person who shall be affected by, or subjected to, or threatened with a secondary boycott, or any of the acts declared to be unlawful by sections 179.40 to 179.47, shall have all the rights and remedies provided for in Minnesota Statutes 1945, chapter 179, but shall not be restricted to such remedies.

History: *1947 c 486 s 6*

179.46 LIMITATIONS; FEDERAL ACT.

Nothing in sections 179.40 to 179.47 shall be construed as requiring any person to work or perform services against the person's will for any other person, nor to prohibit a strike, picketing or bannering which is otherwise lawful under the statutes and laws of this state; nothing in sections 179.40 to 179.47 shall be construed to apply to the refusal by an employee to enter upon the premises of an employer other than the employee's own employer when the employees of such other employer are engaged in a strike which is not an unfair labor practice, but does not include any person subject to the Federal Railway Labor Act as amended from time to time.

History: *1947 c 486 s 7; 1986 c 444*

179.47 CONSTRUCTION OF SECTIONS 179.40 TO 179.47.

Nothing contained in sections 179.40 to 179.47 is intended or shall be construed to repeal sections 179.01 to 179.13 and 179.14 to 179.39, or any part or parts thereof.

History: *1947 c 486 s 9*

179.50 [Repealed, Ex1971 c 33 s 17]

179.51 [Repealed, Ex1971 c 33 s 17]

179.52 [Repealed, Ex1971 c 33 s 17]

179.521 [Repealed, Ex1971 c 33 s 17]

179.522 [Repealed, Ex1971 c 33 s 17]

179.53 [Repealed, Ex1971 c 33 s 17]

179.54 [Repealed, Ex1971 c 33 s 17]

179.55 [Repealed, Ex1971 c 33 s 17]

179.56 [Repealed, Ex1971 c 33 s 17]

179.57 [Repealed, Ex1971 c 33 s 17]

179.571 [Repealed, Ex1971 c 33 s 17]

179.572 [Repealed, Ex1971 c 33 s 17]

179.58 [Repealed, Ex1971 c 33 s 17]

PROHIBITING COERCION OF EMPLOYEE

179.60 INTERFERING WITH EMPLOYEE OR MEMBERSHIP IN UNION.

It shall be unlawful for any person, company, or corporation, or any agent, officer, or employee thereof, to coerce, require, or influence any person to enter into any agreement, written or verbal, not to join, become, or remain a member of any lawful labor organization or association, as a condition of securing or retaining employment with such person, firm, or corporation. It shall be unlawful for any person, company, or corporation, or any officer or employee thereof, to coerce, require, or influence any person to contribute or pay to any person, company, or corporation, or any officer or employee thereof, any sum of money or other valuable thing for the sole purpose of securing or retaining employment with such person, firm, or corporation. It shall be unlawful for any two or more corporations or employers to combine, to agree to combine, or confer together for the purpose of interfering with any person in procuring, or in preventing the person from procuring, employment, or to secure the discharge of any employee by threats, promises, circulating blacklists, or any other means whatsoever. It shall be unlawful for any company or corporation, or any agent or employee thereof, to blacklist any discharged employee, or by word or writing seek to prevent, hinder, or restrain a discharged employee, or one who has voluntarily left its employ, from obtaining employment elsewhere. Every person and corporation violating any of the foregoing provisions shall be guilty of a misdemeanor.

History: (10378) *RL s 5097; 1921 c 389 s 1; 1986 c 444*

179.61 [Repealed, 1984 c 462 s 28]

179.62 [Repealed, 1984 c 462 s 28]

179.63 [Repealed, 1984 c 462 s 28]

179.64 [Repealed, 1984 c 462 s 28]

179.65 [Repealed, 1984 c 462 s 28]

179.66 [Repealed, 1984 c 462 s 28]

179.67 [Repealed, 1984 c 462 s 28]

179.68 [Repealed, 1984 c 462 s 28]

179.69 [Repealed, 1984 c 462 s 28]

179.691 [Repealed, 1984 c 462 s 28]

179.692 [Repealed, 1984 c 462 s 28]

179.70 [Repealed, 1984 c 462 s 28]

179.71 [Repealed, 1984 c 462 s 28]

179.72 [Repealed, 1984 c 462 s 28]

179.73 [Repealed, 1984 c 462 s 28]

179.74 [Repealed, 1984 c 462 s 28]

179.741 [Repealed, 1984 c 462 s 28]

179.7411 [Repealed, 1984 c 462 s 28]

179.742 [Repealed, 1984 c 462 s 28]

179.743 [Repealed, 1984 c 462 s 28]

179.75 [Repealed, 1984 c 462 s 28]

179.76 [Repealed, 1984 c 462 s 28]

179.77 [Repealed, 1973 c 635 s 37]

LABOR-MANAGEMENT COMMITTEE GRANT PROGRAM

179.81 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 179.81 to 179.85, the terms defined in this section have the meanings given them.

Subd. 2. **Area labor-management committee or committee.** "Area labor-management committee" or "committee" means a committee formed by and composed of multiple employers and multiple labor organizations within a geographic area or statewide employment sector, for the purpose of improving labor-management relations and enhancing economic development within a given geographic jurisdiction or sector through labor-management cooperation.

Subd. 3. **Bureau.** "Bureau" means the Bureau of Mediation Services.

Subd. 4. **Commissioner.** "Commissioner" means the commissioner of the Bureau of Mediation Services.

History: *1Sp1985 c 13 s 282; 1988 c 480 s 1,2*

179.82 GRANT PROGRAM CREATED; APPLICATIONS.

Subdivision 1. **Creation.** An area labor-management committee grant program is created within the bureau to be administered by the commissioner.

Subd. 2. **Rules.** Applications for area/statewide industry labor-management committee grants must be submitted to the bureau under rules adopted by the commissioner.

History: *1Sp1985 c 13 s 283; 1988 c 480 s 3*

179.83 ACTION ON APPLICATION.

Subdivision 1. **Standard for approval.** Following an established calendar, the commissioner shall review the applications. Grants must be awarded on a competitive basis based on the appropriateness of the proposal, the attainability of the goals, the evidence of interest in the proposal among representatives of

labor and management in the area within the committee's jurisdiction, and the thoroughness of the financial plan presented. Successful applicants shall be notified of the award no later than December 1 of each year.

Subd. 2. [Repealed, 1988 c 480 s 7]

History: *1Sp1985 c 13 s 284; 1988 c 480 s 4*

179.84 GENERAL CONDITIONS AND TERMS OF GRANTS.

Subdivision 1. **Requirements.** For each grant awarded the commissioner shall:

(1) require an approved work plan that establishes measurable goals and objectives for the committee within the committee's area of responsibility and that prohibits the committee from becoming involved in contract disputes, labor negotiations, or grievance procedures; and

(2) annually review the operating performance of each area labor-management committee receiving state money under this program.

Subd. 2. [Repealed, 1988 c 480 s 7]

History: *1Sp1985 c 13 s 285; 1988 c 480 s 5; 1990 c 546 s 2*

179.85 FUNDING LIMITATIONS.

A new or existing area labor-management committee may apply for a maximum grant of \$75,000 per year. A new or existing area labor-management committee may be awarded state grant money, and must provide money from other nonstate sources, in the following ratio of state and nonstate money: in the first year, 90 percent state and ten percent nonstate; in the second year, 80 percent state and 20 percent nonstate; in the third year and beyond, 50 percent state and 50 percent nonstate.

History: *1Sp1985 c 13 s 286; 1988 c 480 s 6; 1990 c 546 s 3*

PACKINGHOUSE WORKERS BILL OF RIGHTS

179.86 PACKINGHOUSE WORKERS BILL OF RIGHTS.

Subdivision 1. **Definition.** For the purpose of this section, "employer" means an employer in the meatpacking industry.

Subd. 2. **Right to adequate equipment.** An employer must furnish its employees with equipment to safely perform their jobs under OSHA standards.

Subd. 3. **Information provided to employee by employer.** (a) An employer must provide an explanation in an employee's native language of the employee's rights and duties as an employee either person to person or through written materials that, at a minimum, include:

- (1) a complete description of the salary and benefits plans as they relate to the employee;
- (2) a job description for the employee's position;
- (3) a description of leave policies;
- (4) a description of the work hours and work hours policy; and
- (5) a description of the occupational hazards known to exist for the position.

(b) The explanation must also include information on the following employee rights as protected by state or federal law and a description of where additional information about those rights may be obtained:

- (1) the right to organize and bargain collectively and refrain from organizing and bargaining collectively;
- (2) the right to a safe workplace; and
- (3) the right to be free from discrimination.

Subd. 4. **Commissioner duties.** The commissioner of labor and industry in consultation with the commissioner of human rights must develop and implement a strategy to assist employers in providing adequate notice and education to employees of their rights under this section. The commissioner shall assign the duty to implement the strategy to a specific identified position in the department. The position, along with contact information, must be included on printed materials the department prepares and distributes to carry out the commissioner's duties under this section.

History: 2007 c 135 art 2 s 19

179.90 OFFICE OF COLLABORATION AND DISPUTE RESOLUTION.

The commissioner of mediation services shall establish an Office of Collaboration and Dispute Resolution within the bureau. The office must:

(1) promote the broad use of community mediation in the state, ensuring that all areas of the state have access to services by providing grants to private nonprofit entities certified by the state court administrator under chapter 494 that assist in resolution of disputes;

(2) assist state agencies, offices of the executive, legislative, and judicial branches, and units of local government in improving collaboration and dispute resolution;

(3) support collaboration and dispute resolution in the public and private sector by providing technical assistance and information on best practices and new developments in dispute resolution options;

(4) educate the public and governmental entities on dispute resolution options; and

(5) promote and utilize collaborative dispute resolution models and processes based on documented best practices including, but not limited to, the Minnesota Solutions model:

(i) establishing criteria and procedures for identification and assessment of dispute resolution projects;

(ii) designating projects and appointing impartial convenors by the commissioner or the commissioner's designee;

(iii) forming multidisciplinary conflict resolution teams; and

(iv) utilizing collaborative techniques, processes, and standards through facilitated meetings until consensus among parties is reached in resolving a dispute.

History: 2013 c 85 art 5 s 32

179.91 GRANTS.

Subdivision 1. **Authority.** The commissioner of mediation services shall to the extent funds are appropriated for this purpose, make grants to private nonprofit community mediation entities certified by the state court administrator under chapter 494 that assist in resolution of disputes. The commissioner shall

establish a grant review committee to assist in the review of grant applications and the allocation of grants under this section.

Subd. 2. **Eligibility.** To be eligible for a grant under this section, a nonprofit organization must meet the requirements of section 494.05, subdivision 1, clauses (1), (2), (4), and (5).

Subd. 3. **Conditions and exclusions.** A nonprofit entity receiving a grant must agree to comply with guidelines adopted by the state court administrator under section 494.015, subdivision 1. Sections 16B.97 and 16B.98 and policies adopted under those sections apply to grants under this section. The exclusions in section 494.03 apply to grants under this section.

Subd. 4. **Reporting.** Grantees must report data required under chapter 494 to evaluate quality and outcomes.

History: 2013 c 85 art 5 s 33

Meeting Date: 05/25/2021

Information

Title:

Discussion Regarding the Employee Telecommuting Policy.

Purpose/Background:

The purpose of this discussion is for the City Council to consider expanding the telecommuting policy to certain union positions.

The current policy has been in place for many years. As written, only non-union employees are eligible to apply for the program. A current marked up draft policy is attached to this case. In summary, staff would like the City Council to consider expanding the policy to union employees that work in the office or primarily work in the office. As a reminder, the City Administrator and Department Head must agree to all telecommuting arrangements and the arrangement may be revoked at any time if there are problems with performance or the City's needs change.

Telecommuting is a management strategy where employees work a combination of off and on site. They complete their work and are evaluated on performance, not presence, focusing on results. Staff feels telecommuting increases the organization's performance while creating the right climate for people to manage all the demands in their lives; always driven by a focus on results. Staff feels the following information summarizes the benefits of expanding the telecommuting policy:

- Recently, during the pandemic, the temporary expansion of the telecommuting policy has saved the City from losing some key employees. Knowing how effective remote work is, these employees would like to continue such a policy into the future.
- Telecommuting has a very strong focus on efficiency. Managers and staff determine the results that need to be achieved in their areas and how to achieve them in the most efficient way possible while creating a better work life balance for employees.
- Telecommuting may help retain long-term employees that would otherwise consider early retirement, causing a loss of institutional knowledge. It may also allow greater freedom in succession planning.
- Adopting a broader telecommuting policy is expected to attract and retain the next generation of workers; employees not satisfied with a culture that rewards time spent at work vs. results.
- It has become increasingly clear that our employees want to see results and efficiency, have greater autonomy, and take ownership of their work in the environment that is most conducive to productivity.

Timeframe:

Approximately 10 minutes.

Funding Source:

Not applicable at this time.

Responsible Party(ies):

Colleen Lasher, Administrative Services Director

Tim Gladhill, Deputy City Administrator/Community Development Director

Outcome:

For the City Council to, by consensus, direct staff to update/expand the City's telecommuting policy and bring it back to a future Council meeting for formal adoption.

Attachments

Draft Policy

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 05/20/2021

Reviewed By

Kurt Ulrich

Date

05/20/2021 02:59 PM

Started On: 05/18/2021 10:51 AM

11.1 Telecommuting Policy

Telecommuting is a work arrangement where the employee works from home or another remote work site away from the primary traditional work place.

Purpose

Consideration for telecommuting arrangements may be made on a case by case basis and only in situations where the employee can demonstrate a benefit to the City. Telecommuting is not appropriate for all employees, it is not a City wide benefit or entitlement, in no way changes the terms and conditions of employment with the City and is not a substitute for dependent care.

Benefits of Telecommuting

Telecommuting offers Recent events have demonstrated a wide range of benefits to the City and its employees. In allowing telecommuting, the City has witnessed:-

- More efficient employees
- Improved morale
- Employee recruitment and retention advantages
- More efficient meetings with outside groups
- Ability to reach out to other individuals and groups regardless of distance
- Better work/life balance, especially for employees with Council/Commission liaison responsibilities
- More flexible use of office space

Participation

~~Full-time~~ All employees, except those under collective bargaining agreements, may apply to participate if their job class allows for telecommuting. Employees must have successfully completed probation, received a satisfactory rating on their last performance evaluation and not had ~~any~~ documented disciplinary action taken against them during the past year. Seniority will not be a basis for selecting employees to participate in this program.

Eligible Employees: Employees working in the office as their primary role.

Ineligible Employees: Employees working in the field as their primary role.

Note: Both eligible and ineligible job classes to be determined if a revised policy is to be considered.

Application Process

The telecommuting application must be completed indicating how the telecommuting will benefit the City. All applications must be signed by the Department Head and then forwarded to Human Resources. The Department Head, Human Resources and the City Administrator will evaluate the application to determine whether or not the application will be approved or denied, at the sole discretion of the City Administrator. The Department Head will then meet with the employee regarding the determination. The Department Head is responsible for ensuring adequate coverage in the office.

Telecommuting Program

It is recommended that employees who telecommute do so for a maximum of two days per week, or on a short-term project basis. The telecommuter and the Department Head should agree upon a regular schedule of work hours and work location. Following the regular work schedule is necessary to ensure maximum accessibility. However, the employee must be willing and able to return to the primary work place at the request of the Department Head for any reason with minimal notice, but not greater than 48 hours' notice. An employee's salary, benefits and job responsibilities will not be affected by participating in telecommuting. Overtime must have prior approval. A remote work site is considered a City work space and the employee, therefore, continues to be governed by applicable City policies, procedures, or practices.

The employee is to be available for ~~telephone, computer and/or fax communication~~ virtual meetings with a webcam with the City at the times as agreed by the signers on the application. The telecommuter must also be available for telephone, email or other communication required by the Department Head and/or City Administrator. The employee will respond to telephone calls at the telecommuting work location, and will respond to telephone messages left for the employee at the employee's City work location.

The Department Head and telecommuter must establish an agreed upon schedule where the telecommuter contacts the office to report progress.

The telecommuting projects must have measurable objectives. For example, writing a section of a manual, working on a special project, processing regular business (such as permits, licenses, A/P, etc.) or preparing spreadsheets and financial analysis where being out of the "office environment" could lead to its accomplishment in a more timely manner.

Telecommuters may be assigned a different workstation space at the office if it is determined that coverage is better suited by an office rearrangement as a result of the telecommuting agreement.

Equipment

If an employee is approved for telecommuting and the project requires the use of a computer, the City shall provide the telecommuter a City-Issued Computer with Virtual Private Network (VPN) as well as soft phone software that allows the telecommuter to make and receive phone calls from their City Assigned Office Phone Number. The telecommuter must have access to any required technology to complete their task such as permit/license software, financial software, agenda software, etc. If the telecommuter desires a printer or other computer equipment, the cost of the equipment, maintenance repair of the equipment, equipment insurance, electricity, and/or phone lines/internet subscriptions are the employee's responsibility, unless otherwise approved by the City Administrator.

The cost of installing and licensing software will be at the City's expense as long as a software license already exists for that particular user.

The telecommuter must have access to virtual meeting software and hardware (such as Zoom Room) to connect to walk in traffic.

City Supplied Software/Hardware

- Computer (desktop or laptop)
- Virtual Private Network (VPN)
- Softphone or Cell Phone 'twinned' with Office Phone
- Customary software on desktop

In the case where an employee owns a personal computer, the employee must provide a copy of the appropriate documents to verify that the software being used is legally licensed and receive virus detection training from the IT Division. The City assumes no liability for loss, damage or wear of employee owned equipment. Due to security concerns, the telecommuter shall not use a personal computer for purposes of telecommuting. The City assumes no liability for loss, damage or wear of employee owned equipment. If the IT Division determines that the telecommuter is using a personal commuter that is not using legally a personal computer with software that is not licensed and/or does not receive virus detection training, the telecommuting agreement may be terminated.

Telecommuters will take all precautions necessary to secure confidential and/or proprietary information and prevent unauthorized access into any City system.

Insurance

The employee will be covered by Worker's Compensation while working at the telecommuting work address during the hours of work as indicated on the Telecommuting Application. The city of Ramsey's liability is limited to injuries resulting directly from the work and only if the injury occurs in the designated work area. Any claims will be handled according to regular Workers Compensation procedures. If injured while telecommuting, the employee should follow the appropriate procedures for reporting the injury. Other family members or visitors to the telecommuting work address are not covered by the City's Worker's Compensation program. The city of Ramsey is not liable for any injuries to family members, visitors, or others in the employee's home. Employees should consider carrying insurance to cover these instances.

Telecommuters working at home will have a designated space maintained by the employee. With advance notice, the employer may visit the work site to ensure that safe work conditions exist. For projects involving extensive computer use, staff may request an ergonomics evaluation of the work area.

Expenses

The City will not reimburse the employee for any expenses the employee incurs to participate in telecommuting. This includes equipment, utilities, supplies and furniture. The City will provide a small and reasonable number of office supplies (such as pens, paper, post-it notes, and paper clips) for use by the telecommuter.

Travel time from the home to the workplace is not compensatory, even if the employee reports to the regular workplace on a day scheduled for telecommuting.

CC Work Session

2. 6.

Meeting Date: 05/25/2021

By: Colleen Lasher, Administrative
Services

Information

Title:

Review and Discuss the Remote Attendance Policy and Consider Taping Work Sessions

Purpose/Background:

The purpose of this discussion is two part: 1) to review the Remote Attendance Policy, considering changes based on the March 9, 2021 discussions along with any new ideas; and, 2) to consider whether or not to begin audio or video recording the City Council work sessions.

Consider Updates to the Remote Attendance Policy

The most recent discussion occurred on March 9, 2021. It was requested to bring this discussion back to the City Council in 3 months; however, with the recent "re-opening" of Minnesota and the consensus of the City Council to return to normal as soon as possible, staff are hopeful to discuss this now. An excerpt of the March 9th minutes are shown below and the official minutes are attached.

Consider Audio or Video Recording Work Sessions

At least one Council Member asked that this discussion item to be considered. Although it has been many years, it may be of interest to the City Council to have some history on this matter. Discussions occurred in 2000, 2003 and 2007 pertaining to video taping work sessions; the 2007 agenda and minutes are attached. Staff will defer to the City Council to lead this portion of the meeting.

Status of the Peacetime Emergency and Other Factors

The Peacetime Emergency is still in place; however, effective May 28th, businesses will no longer be subject to occupancy limits, distancing or other sector-specific requirements, which may be a factor in the City Council's discussions.

Applicable State Statutes governing remote attendance.

1. Chapter 13D.02 (regular remote attendance standards)
2. Chapter 13D.021 (emergency and pandemic-time guidance)

Current 'Interim' Policy

Currently, Ramsey continues to operate under Chapter 13D.021 which allows a less restrictive use of remote meetings.

Looking Forward: Post-Pandemic Remote Attendance

The 'interim' policy was approved due to the pandemic. The purpose now is to reconsider the number of meetings a Councilmember or Commissioner would be permitted to attend remotely in a calendar year. The current policy provides for unlimited remote attendance.

The standards for remote meeting attendance as provided by state law are included in the attached City Attorney's memo. However, since the time of the City Attorney's memo, Section 13D.02 was amended twice (2019 and 2020). It should be noted that all recent and future changes in the law will supersede the policy. The amendments changed the following:

1. Roll call votes are now required anytime a member of a board attends remotely. Previously, regular voice votes were sufficient.
2. Previously, it was required that the public official who is attending remotely had to allow the public to

participate from that remote location, wherever that is. Now, the location does not have to be public IF the member is in the military and is at a required drill, deployed or on active duty, OR the member has been advised by a health care professional to not be in a public place and a state of emergency exists (or did exist within 60 days). These two exceptions can only be used up to three times in a calendar year. If those exceptions do not apply, the regular rule requiring public access at the remote location still applies. The remaining provisions of section 13D.02 remain in place. Under all circumstances, the Remote Attendance Policy will follow state law.

History of the City's Remote Attendance Policy

1. The policy prior to July 2020, provided for, in part: *No more than one (1) eligible user may participate in any single meeting via electronic medium. Eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator. An eligible user may attend a maximum of two (2) regular meetings via interactive television per year.*
2. The policy approved on July 14, 2020, provides for, in part: *There will be no maximum number of remote attendees so long as at least one (1) City Councilmember or member of a formally established commission of the City is physically present. In the event that all members request remote attendance, eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator. An eligible user may attend via interactive television, an unlimited number of times per year, contingent upon the general expectation that individuals will make every practical attempt to be physically present.*

Notification:

March 9, 2021 Minutes (2.04: Review and Discuss the Remote Attendance Policy)

- Administrative Services Director Lasher reviewed the staff report.
- Councilmember Riley asked how the City would know when the pandemic has ended.
- City Administrator Ulrich stated that would refer to the emergency declaration by the Governor.
- Councilmember Woestehoff referenced the public remote attendance noting that can be challenging for staff but appreciates that it provides additional opportunity for residents to participate. He suggested that perhaps that be allowed to continue for six months post-pandemic and then be reviewed after that time.
- Councilmember Specht agreed that he would like to see the limitations put back in place following the pandemic. He stated that he also agreed that this should be left open to allow remote attendance for the public.
- Mayor Kuzma asked for input from staff.
- Deputy City Administrator Gladhill provided details on the staff work that is necessary for remote attendance. He stated that QCTV is available for residents to watch the meeting broadcast live and asked if the remote element would be desired for participation as well. He noted that if participation is desired, there should be additional consideration for IT needs.
- Mayor Kuzma asked if there are additional CARES Act funds that would be available for equipment needs.
- Deputy City Administrator Gladhill commented that additional funds may be available but believed that was slated for staff time and ongoing resources rather than equipment.
- Councilmember Musgrove recognized that Deputy City Administrator Gladhill stays late to assist with remote meetings and asked if IT staff is also staying late. She asked if staff is being compensated for that time. She noted that some of the items in the policy are being waived because of the emergency declaration. She stated that she would like to return to normal as soon as possible as there is no guidance from the Governor as to how long this will go on.
- Councilmember Heineman asked when the pandemic would be considered over. He stated that he liked the recommendation of staff and suggested that this be reviewed in three to six months rather than linking this to the pandemic terminology because that is ambiguous.
- Deputy City Administrator Gladhill commented that people are getting more comfortable as more people become vaccinated. He noted that some Commission members will not be comfortable returning until more people are vaccinated. He stated that staff can continue to engage the Commission members to determine their level of comfort for in person meetings.
- Councilmember Howell suggested that this policy be brought back in three to four months to determine what works for the City and removing the language that muddy the waters related to the pandemic.
- Councilmember Heineman agreed that the timeframe would allow the evaluation to be based on the City and

conditions and comfort levels at that time rather than linking it to restrictions. He suggested this be reviewed in 90 days.

- Councilmember Musgrove commented that being vaccinated is a medical issue. She stated that it is the choice of an individual as to whether to be vaccinated and the City cannot require proof.
- Deputy City Administrator Gladhill commented that the City is not going to ask individuals whether they have been vaccinated and it would be more based on the comfort level of individuals.
- Mayor Kuzma confirmed the consensus of the Council to reevaluate this in 90 days. He noted that there also seems to be interest in continuing to allow public participation remotely but recognized that would place an additional burden on staff and resources that would need to be discussed in the future in terms of budgeting and allocation of resources.
- Councilmember Musgrove asked if the Commission members participating remotely still receive a stipend.
- Administrative Services Director Lasher commented that most Commission members receive a stipend of \$25 per meeting but a large number of members waive that payment. She noted that those members are using their own equipment to attend remotely.
- Councilmember Woestehoff referenced Section G, under exceptions, and stated that perhaps language be added that allow a Commission or Council member to attend remotely if they have a medical condition. He noted that would get away from the linkage to the pandemic.
- Councilmember Specht commented that it is important that people attend in person under normal circumstances.
- Deputy City Administrator Gladhill stated that there are rules around remote participation under normal circumstances outside of a pandemic and reviewed those guidelines.
- City Administrator Ulrich stated that because of the pandemic the State is reviewing rules for remote attendance and there will likely be changes coming down in the future. He stated that staff will bring this back for evaluation in three months.

Time Frame/Observations/Alternatives:

Each board and commission at the City utilizes remotely attendance slightly differently. Each individual Councilmember or Commissioner has their own level of comfort attending in person during the pandemic. The City Council previously agreed to allow attendance flexibility to remain.

This is, however, an appropriate time to discuss parameters post-pandemic. It is Staff's assumption that the City Council will want to place some limitations on usage; somewhere between where we are today and the more restrictive policy that existed before the pandemic. As a starting point for discussion, Staff would recommend (post-pandemic) to increase the number of times per year to 3 times per year (matches guidance in Statute) and allow up to 2 board members to attend remotely at the same time.

Other Considerations

1. Staff Remote Attendance
2. Applicant Remote Attendance
3. Public Remote Attendance

Staff Remote Attendance

Staff has found efficiency in allowing Staff to attend remotely. Instead of requiring a couple hours of 'dead time' waiting for meetings, Staff can pop in for a shorter amount of time and only focus on their case presentation. Staff would ask for consideration to allow limited Staff remote attendance post-pandemic. Webcams would be required (cannot join via phone only).

Applicant Remote Attendance

Remote attendance has been especially beneficial to out-of-town Developers. Previously, out-of-town Applicants needed to incur travel expenses for short presentations. Especially for Development Proposals, the process may require 4-6 separate public meetings. Staff would ask for consideration to allow Applicants to join remotely. Webcams would be required (cannot join via phone only).

Public Remote Attendance

This aspect of remote attendance is the most challenging, especially for official Regular Meetings where formal

action is taken. Staff cannot control the technological capabilities on the other end. There is a lot of 'hidden' tech support not seen at the meeting itself in order to make public remote attendance a capability. Staff is comfortable with remote attendance for workshops and Work Sessions. However, Staff would recommend that post-pandemic that public remote attendance not be allowed for Regular Meetings unless additional Staff Resources are added. The current setup is acceptable during this temporary pandemic, but is not sustainable moving forward.

Funding Source:

No additional funding is required.

Recommendation:

Staff is providing a two-step recommendation.

1. Staff recommends that the current 'interim' policy remain in effect through a date specified by the City Council, and
2. Staff recommends that the 'underlying' policy be updated to place restrictions back in after the pandemic to limit remote attendance to Councilmembers/Commissioners to no more than 3 times per year and no more than 2 Councilmembers/Commissioners at the same meeting

Outcome/Action:

Outcome: 1) For the City Council determine if changes are needed to the Remote Attendance Policy and if so, to direct staff to draft a revised policy for approval at an up coming City Council meeting, and 2) for the City Council to determine if either audio or video taping future work sessions is desired.

Attachments

[03-09-21 WS Minutes](#)

[2007 WS Agenda](#)

[2007 WS Minutes](#)

[Current Policy](#)

[7-14-20 CC Case](#)

[City Council Minutes dated July 14, 2020](#)

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	05/20/2021 01:19 PM
Kurt Ulrich	Kurt Ulrich	05/20/2021 02:57 PM
Form Started By: Colleen Lasher		Started On: 03/16/2021 12:32 PM
Final Approval Date: 05/20/2021		

**CITY COUNCIL WORK SESSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a City Council Work Session on Tuesday, March 9, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Administrative Services Director Colleen Lasher
Deputy City Administrator Timothy Gladhill
City Engineer Bruce Westby – attended remotely
Senior Planner Chloe McGuire Brigl – attended remotely
Economic Development Manager Sean Sullivan – attended remotely
Elwyn Tinklenberg, The Tinklenberg Group

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 5:30 p.m.

2. TOPICS FOR DISCUSSION

2.01: Update on Highway 10 State Legislative Action

City Administrator Ulrich introduced Elwyn Tinklenberg.

Mr. Tinklenberg stated that the decision was made by the Highway 10 partners at a recent meeting at Greenhaven to request the remaining funding for the entire project from the legislature as a way to indicate that these are the last dollars needed to complete the project. He stated that at the legislature there was a hearing about one week ago with the Senate Transportation Committee at which he testified along with a representative from Anoka County and Senators Hoffman and Abeler. He stated that at the hearing the \$12,500,000 Bill was introduced by Senator Hoffman and Senator Abeler introduced an amendment to request the full \$46,000,000. He stated that the Bill has not been amended in the House as of yet and remains at \$12,500,000. He stated that this is traditionally not a bonding year but there could still be a potential for funds. He also provided an update on an infrastructure Bill in Washington that represents a significant opportunity. He noted

that additional funding may be available through MnDOT as well, noting that MnDOT continues to support the schedule of the project being slated for 2023 with construction to begin in 2024.

Councilmember Riley asked for an update on the potential for a third lane in Coon Rapids.

Mr. Tinklenberg stated that Senator Newton introduced that Bill requesting \$25,000,000 for the third lane in the Senate.

Councilmember Musgrove stated that the report states that the City funding is flexible and asked if that should be shown more concrete in that the City has funds set aside for the project.

Deputy City Administrator Gladhill commented that the City contribution of \$4,000,000 is proposed to come from the public improvement revolving fund and MSA funds, noting that the projected City contribution has actually been reduced to \$3,500,000 because the City has already contributed \$500,000.

Mr. Tinklenberg commented that it is great to see this project moving along and see the progress that has been made over the years.

Mayor Kuzma referenced the properties that were purchased using RALF funds and asked for additional details.

Deputy City Administrator Gladhill noted that RALF funds are not grant funds and are loaned funds through the Metropolitan Council. He stated that the properties that will not be needed for the highway project will be sold and those funds will go back into the RALF fund. He stated that once the layout is locked in for the highway, they could discuss selling the properties that will not be needed.

2.02: Discuss Updating the Council Committee Appointments to Include the New Ward 1 Councilmember

Administrative Services Director Lasher reviewed the staff report.

Mayor Kuzma commented that during the last discussion related to appointments, it was decided to hold off on the appointment to the EDA until after the special election results were known. He commented that Councilmember Heineman was a member of the EDA before joining the Council but noted that Councilmember Howell is also interested in that appointment. He stated that he would not support having three members of the Council on the EDA. He explained that the intent of having advisory Boards is to provide additional input and opinions to the Council and stacking a group with three members of the Council would seem counterintuitive. He recommended that Councilmember Heineman continue to serve on the EDA.

Administrative Services Director Lasher reviewed the proposed changes to the appointments.

Councilmember Howell asked if a majority of the Council could change the number of Council appointments on the EDA to three.

Mayor Kuzma replied that he believes that a majority vote of the Council would be needed to change that ordinance.

Councilmember Howell commented that during the Council worksession in January the Mayor commented that he would prefer Councilmember Heineman remain on the EDA, if elected, and that Councilmember Woestehoff be the liaison to the Planning Commission because of the previous experience of those members. She stated that it was generally implied that veteran Councilmembers would receive preference over new Councilmembers for assignments, with the exception of the EDA where the seat was being held in case a current EDA member won the special election. She commented that because she won her seat on the Council in November, she would be more of a veteran Councilmember than Councilmember Heineman. She stated that while the Mayor appoints that position it is voted on by the Council for adoption. She stated that the Mayor made a statement at a previous meeting that he comes to the meeting without making a decision but did not receive that impression from the previous discussion. She asked why she would be unqualified for the EDA position simply because she was not a prior member.

Mayor Kuzma stated that the EDA position is the only appointment that he makes the recommendation on.

Councilmember Heineman stated that he did suggest allowing three members of the Council on the EDA because of the vacant seats but noted that he has since spoken with staff and is aware that there have been applications submitted for those seats. He was no longer interested in allowing three members of the Council to serve on the EDA because there are residents interested in serving. He stated that as much as he has loved serving on the EDA, he would give up that assignment and instead serve as the Park and Recreation Commission liaison. He stated that he would also serve on the Happy Days Committee. He noted that Councilmember Howell is an At-Large member and would most likely receive additional calls from residents. He reviewed some of his background experience with the armed services, public safety, and working with members of the youth as those could help to identify potential assignments.

Councilmember Woestehoff stated that he would be happy to give Councilmember Heineman the Anoka County Fire Protection assignment.

Councilmember Heineman agreed that he believed he could add value to that position.

Councilmember Woestehoff asked that Councilmembers Howell and Heineman review their business experience as related to the EDA seat.

Councilmember Heineman commented that while he has not owned a business, he is the number two at his current company which has grown very rapidly, and he does provide input to the CEO. He stated that he has experience in many areas of how a business is run. He stated that running a business is not a prerequisite for the EDA but business experience in general is beneficial.

Councilmember Howell commented that she is a small business owner, noting that she has run a music studio for the past 17 years. She reviewed some of her other related business experience in Indiana and for a food service business in Osseo.

Councilmember Woestehoff commented that each member seems to have equal amount of experience and could serve the role well. He stated that originally, he was interested in the EDA but would be happy to have one of these members serve that position.

Councilmember Riley commented that if Councilmember Heineman is willing to defer, he would suggest Councilmember Howell be the member with Councilmember Heineman as the alternate.

Councilmember Musgrove stated that Councilmember Heineman could be the liaison for the Park and Recreation Commission and she could change to the alternate. She stated that she would also be willing to give Councilmember Woestehoff the liaison position for the Planning Commission and she would become the alternate for that as well. She commented that the Joint Powers Board for the Ramsey Nowthen Fire Board will most likely dissolve and therefore that appointment will no longer be necessary.

Councilmember Howell stated that she could be the alternate with Councilmember Specht as the lead for the Law Enforcement position.

Councilmember Specht commented that he would be fine remaining as the alternate with Councilmember Howell as the lead.

Deputy City Administrator Gladhill reviewed the proposed changes to the appointments and confirmed the consensus of the Council.

2.03: Discuss Request from the Anoka Area Ice Arena Association Board (AAIAA)

City Administrator Ulrich reviewed the staff report.

Councilmember Riley asked why the City only collects at three locations.

City Administrator Ulrich replied that the City collects from any location that conducts charitable gambling but recognized that some were not shown on the chart.

Councilmember Heineman asked for background information on the five percent tax on charitable gambling and when it began.

John Lichter, AAIAA, replied to his knowledge AAIAA has always paid that tax.

Councilmember Heineman asked the reason for the requested change.

Mr. Lichter replied that they are not charged that tax by Anoka. He advised of upcoming infrastructure improvements that are needed at the arena, noting that cost will be \$4,000,000. He stated that if the tax were suspended, it would assist the organization in making the monthly

payment on that debt service. He stated that there are over 200 Ramsey residents that skate in the Anoka organization. He noted that Ramsey residents are also members of Anoka High School and the Elk River organization, which both use ice time at the arena. He stated that turf was also installed to provide soccer and lacrosse use.

Councilmember Musgrove asked why the tax came about. She stated that the organization receives revenue from the ice time it rents, and the fees paid by members. She asked if the high school pays for ice time.

Mr. Lichter replied that the high school does rent ice time at a lower rate because it uses off-peak ice time, and the remainder of the time is sold to the Anoka and Elk River associations. He stated that those funds cover a portion of the operations for the facility. He stated that the remainder of the operation costs and capital needs are funded through charitable gambling.

Councilmember Musgrove asked the precedent that would be set in giving these funds back as a contribution.

City Administrator Ulrich replied that the City has not typically given contributions outside of its boundaries so this would somewhat set precedent. He noted that the City has been asked to participate in City wide events in that manner in the past which it chose not to participate in. He stated that while this would set precedent, it would not necessarily be a bad precedent because of the number of Ramsey residents that use the facility. He stated that there is a benefit in keeping the fund solvent as it can be used to offset general fund expenses as well. He stated that the five percent tax ensures that some of the funds earned through charitable gambling go back to the community.

Councilmember Musgrove asked for details on reducing the tax to 2.5 percent rather than the five percent. She asked the duration AAIAA is requesting the five percent tax be waived.

Mr. Lichter replied that AAIAA would like to see a period of 20 years to align with the payment of the debt services for the infrastructure improvements.

City Administrator Ulrich commented that \$69,000 are collected annually through the five percent tax therefore reducing that to 2.5 percent would reduce that by half.

Mayor Kuzma commented that he does not support lowering the five percent tax as he would be concerned that would set a precedent to open to the door for requests from other entities.

Councilmember Musgrove asked if the \$69,000 is generated through only the AAIAA charitable gambling.

City Administrator Ulrich stated that his reply was if the tax were reduced across the board for all charitable gambling entities, not just AAIAA.

Councilmember Riley commented that he did not believe the City could play favorites and tax one entity one amount and another entity another amount, therefore he would not want to change the

tax. He stated that the organization could be added to the list that the City contributes towards with its charitable gambling funds.

Councilmember Musgrove stated that she would agree with those statements but asked if AAIAA would meet the criteria for receiving those funds.

City Administrator Ulrich stated that AAIAA could submit an annual request to be considered during the annual budgeting process similar to the other organizations the City contributes towards. He stated that the criteria are not specifically defined and therefore under the current criteria AAIAA would qualify as it serves Ramsey residents.

Councilmember Woestehoff commented that the organization does serve Ramsey residents and therefore he could support a contribution but does not support lowering the tax.

Councilmember Heineman asked if the ice is completely sold out or whether there is additional ice time available.

Mr. Lichter replied that ice is sold to the public but only after the main customers reserve their ice time. He confirmed that almost all of the ice time can be sold.

Councilmember Heineman agreed that he would not want to set a precedent on this issue, choosing winners and losers by changing taxes for different organizations. He stated that if the organization could use assistance in marketing perhaps the City could assist with that.

Councilmember Musgrove commented that she would like to further discuss this issue during the budgeting discussion. She stated that if the tax were lowered perhaps more organizations would participate in charitable gambling which could increase the overall amount of funds.

Mayor Kuzma commented that the consensus of the Council is not to change the tax on charitable gambling and to instead direct the organization to submit a funding request that could be considered during the budget discussions.



2.04: Review and Discuss the Remote Attendance Policy

Administrative Services Director Lasher reviewed the staff report.

Councilmember Riley asked how the City would know when the pandemic has ended.

City Administrator Ulrich stated that would refer to the emergency declaration by the Governor.

Councilmember Woestehoff referenced the public remote attendance noting that can be challenging for staff but appreciates that it provides additional opportunity for residents to participate. He suggested that perhaps that be allowed to continue for six months post-pandemic and then be reviewed after that time.



Councilmember Specht agreed that he would like to see the limitations put back in place following the pandemic. He stated that he also agreed that this should be left open to allow remote attendance for the public.

Mayor Kuzma asked for input from staff.

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Councilmember Musgrove recognized that Deputy City Administrator Gladhill stays late to assist with remote meetings and asked if IT staff is also staying late. She asked if staff is being compensated for that time. She noted that some of the items in the policy are being waived because of the emergency declaration. She stated that she would like to return to normal as soon as possible as there is no guidance from the Governor as to how long this will go on.

Councilmember Heineman asked when the pandemic would be considered over. He stated that he liked the recommendation of staff and suggested that this be reviewed in three to six months rather than linking this to the pandemic terminology because that is ambiguous.

Deputy City Administrator Gladhill commented that people are getting more comfortable as more people become vaccinated. He noted that some Commission members will not be comfortable returning until more people are vaccinated. He stated that staff can continue to engage the Commission members to determine their level of comfort for in person meetings.

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Mayor Kuzma confirmed the consensus of the Council to reevaluate this in 90 days. He noted that there also seems to be interest in continuing to allow public participation remotely but recognized that would place an additional burden on staff and resources that would need to be discussed in the future in terms of budgeting and allocation of resources.

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Councilmember Woestehoff referenced Section G, under exceptions, and stated that perhaps language be added that allow a Commission or Council member to attend remotely if they have a medical condition. He noted that would get away from the linkage to the pandemic.

Councilmember Specht commented that it is important that people attend in person under normal circumstances.

Deputy City Administrator Gladhill stated that there are rules around remote participation under normal circumstances outside of a pandemic and reviewed those guidelines.

City Administrator Ulrich stated that because of the pandemic the State is reviewing rules for remote attendance and there will likely be changes coming down in the future. He stated that staff will bring this back for evaluation in three months.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

City Administrator Ulrich reviewed the future topics calendar.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Howell asked if the worksession recordings could be made available to the public.

Deputy City Administrator Gladhill stated that could be discussed when the remote attendance policy is discussed as that would require additional resources.

Councilmember Riley commented that there was previous discussion related to ensuring agendas are ready from staff the Thursday before the meeting to ensure proper time for review. He stated that the agreement was made that would also apply to members of the City Council that wanted to move items from the Consent Agenda or add cases.

Councilmember Howell stated that she would prefer that it remain flexible.

City Administrator Ulrich reviewed the process for considering resolutions and noted that typically staff uses discretion but agreed perhaps there should be additional discussion on that process by the Council.

Councilmember Howell stated that it was her understanding that the Council has the option to add ordinances if seconded by another Councilmember. She assumed the discussion was related to the request by herself and Councilmember Heineman to add resolutions to the agenda.

City Administrator Ulrich stated that his comments were related to resolutions brought forward by other groups, using the examples of Black History Month or Daughters of the American Revolution.

Mayor Kuzma agreed it would be helpful for the Council to have a discussion on the policy.

Councilmember Heineman agreed that while it is good practice to have as much time for review as possible, the Charter also gives the Council the ability to amend the agenda at any time. He stated that while it would be a best practice, the Charter allows for amendment of the agenda at any point.

Councilmember Howell stated that if the Council does not like the process it should look to amend the Charter. She stated that she would prefer for proclamations to come through worksession before appearing on the regular agenda. She believed that the flexibility should remain for Councilmembers to amend the agenda.

City Administrator Ulrich noted that he will add the topic to a future worksession agenda for discussion.

5. ADJOURNMENT


The Work Session of the City Council was adjourned at 6:57 p.m.

Respectfully submitted,



Kurtis G. Ulrich
City Administrator

ATTEST:



Katie M. Schmidt
Deputy City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

AGENDA: Ramsey City Council

TYPE: Work Session

TIME/DATE: 7:05 p.m. – or immediately following Special City Council
Tuesday, July 17, 2007

LOCATION: Ramsey Municipal Center – Alexander Ramsey Room
7550 Sunwood Drive NW

CALL TO ORDER

TOPICS FOR DISCUSSION – JULY 17 – following Public Works & Special CC

- 1) Administrative Fees for Minor Traffic Violations
- 2) Time Limit for Outdoor Music Events/Special Events Permits
- 3) Work Sessions on QCTV
- 4) Communications Plan

TOPICS FOR DISCUSSION – JULY 24 – prior to City Council Meeting

- 1) Shade Tree Creek Sketch Plan
- 2) TSM Concept Plan for Commercial Development Project/NE Corner of Ramsey and Bunker Lake Boulevards

TOPICS FOR DISCUSSION – JULY 31

- 1) Anoka County EDA – Karen Skepper – 5:30 – 6:15
- 2) Budget 2008 – 6:15 – 8:30

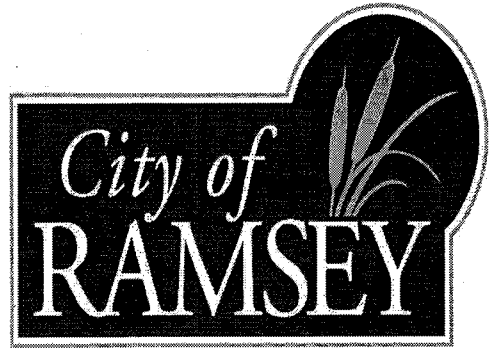
FUTURE TOPICS

- 1) City Administrator Recruitment-Interviews (July 12-13)
- 2) PERA & Social Security for Councilmembers (To be scheduled)
- 3) EDA/HRA Roles (To be scheduled)
- 4) Public Works Space Needs Analysis (To be scheduled)
- 5) PSD LLC/Gold's Gym Concept Plan (To be scheduled)
- 6) Discuss Board of Review (To be scheduled)
- 7) Format of CC Minutes (To be scheduled)
- 8) Community-Wide Technology Plan (To be scheduled)
- 9) Fire Policies for City Code(Jerry S.) – (To be scheduled)

MAYOR AND COUNCIL

ADJOURN

CITY COUNCIL WORK SESSION
Topic Report: Administrative Fines for
Minor Traffic Violations
By: James Way Police Chief



Background:

At the request of a councilmember, staff was asked to gather information outlining administrative fines for minor traffic violations. At a Council Work Session on 5-1-07, council members were given information on administrative fines. After much discussion, it was decided to bring the issue back after the Minnesota legislative session was complete.

Because MN State Statute does not specifically allow the use of administrative fines, there are very few cities that currently use this practice. Legislation was introduced to allow cities to use administrative fines under State Statute. The legislation did not pass and therefore did not become law.

Several cities that were using the administrative fines for traffic offenses received notification from the Office of the State Auditor that they had to remit money to the State that was collected by the use of administrative fines. A "Statement of Position" by the State Auditor is attached to this case.

There are several factors that will need to be considered for the City of Ramsey to implement the use of administrative fines. Staff is seeking direction from Council regarding whether or not there is a desire to implement an administrative fine policy.

Action Statement:

Based on discussion.

Reviewed by:

Police Chief
Interim City Administrator

CCWS: 7/17/07



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@state.mn.us (E-mail)
1-800-627-3529 (Relay Service)

Statement of Position Administrative Penalties for Traffic Offenses

Minnesota law regulates traffic enforcement in Minn. Stat. ch. 169. Some Minnesota cities and counties have attempted to implement their own administrative system of traffic enforcement. We believe that local administrative civil penalty traffic tickets are not in compliance with Minnesota law.

In December 2003, the Minnesota Attorney General addressed the issue of cities using "administrative fines" for state traffic offenses. The Minnesota Attorney General quoted Minn. Stat. § 169.022:

The provisions of this chapter shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and no local authority shall enact or enforce any rule or regulation in conflict with the provisions of this chapter unless expressly authorized herein. Local authorities may adopt traffic regulations which are not in conflict with the provisions of this chapter; provided, that when any local ordinance regulating traffic covers the same subject for which a penalty is provided for in this chapter, then the penalty provided for violation of said local ordinance shall be identical with the penalty provided for in this chapter for the same offense.

Cities have only the authority expressly given to them in statute or in a city charter, or necessarily implied by the express authority given to them. *Mangold Midwest Co. v. Village of Richfield*, 143 N.W. 2d 813, 819-20 (Minn. 1966). Counties are subordinate agencies of the State. It is a function of counties to implement State policy. They do not exist exclusively for the benefit of their citizens. *Kasch v. Clearwater County*, 289 N.W.2d 148, 151 (Minn. 1980). A state law may fully occupy a particular field so that there is no room for local regulation. *Id.* Moreover, a local regulation may not conflict with state law. *Id.*

The Minnesota Attorney General concluded that, by enacting Minn. Stat. ch. 169, the State has pre-empted the field with respect to these traffic offenses. Consequently, neither cities nor counties are authorized to change the nature of penalties for traffic offenses specified by chapter 169.

The adoption of administrative civil penalty tickets for State traffic offenses is a violation of state law. The administrative ticket process allows violators of state traffic laws to pay a lower fine than state law prescribes, and allows the city or county to retain all of the revenue without forwarding any portion to the State. In addition, state traffic violations

Reviewed: March 2007
Revised: March 2007

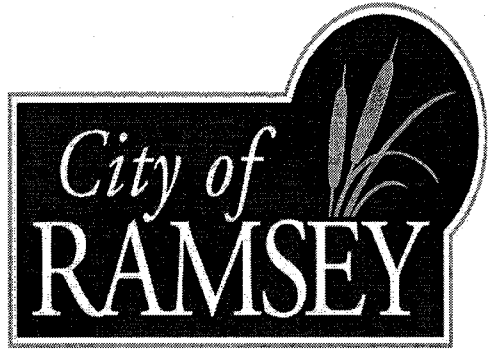
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handled through the administrative ticket process are kept off the State's driving records, leaving the violations unknown to insurance companies, law enforcement officers in other agencies, and the Minnesota Department of Public Safety.

Further, Minn. Stat. § 169.99 prescribes a uniform ticket to be used for "violations of this chapter and ordinances in conformity thereto." The administrative tickets we have seen used by cities and counties do not comply with this statute. Therefore, the use of administrative tickets for Minn. Stat. ch. 169 traffic offenses violates the express requirements of Minn. Stat. § 169.99.

Until Minnesota law is changed, we will continue to follow the Minnesota Attorney General's opinion. We view the use of local administrative penalty traffic tickets as a legal compliance issue.

CITY COUNCIL WORK SESSION
Topic Report: Nuisances Affecting Public
Peace (music)
By: Jim Way, Chief of Police



Background:

In recent months, the City has received three requests for outdoor music permits and will have a fourth with our own Happy Days event. There has been much discussion about the hours that outdoor music events take place. As part of City Code 5.08.07 Sub. 1 b, outdoor music is not allowed after 10:00 P.M. Council has granted a special permit in the past to allow events to continue past the 10:00 P.M. time limit. We currently have no consistency on the regulation or permitting of outdoor music events.

There are several options available to deal with the issue.

- The City Council could continue to look at each request on a case by case basis.
- The hours could be changed for certain days of the week or holidays.
- Permits could be granted based on zoning.
- Allow no permits outside of the current City Code.

A color-coded zoning map is included in your packet. This map will be referred to during the discussion.

Action Statement:

Based on discussion.

Reviewed by:

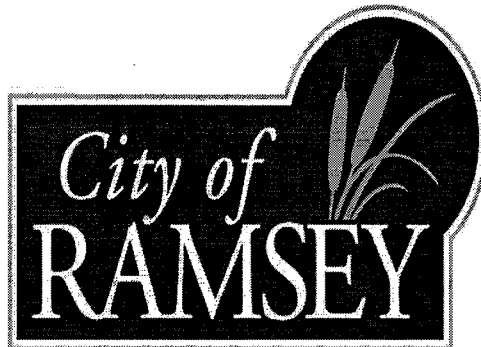
Police Chief
Interim City Administrator

CCWS: 7/17/07

CITY COUNCIL WORK SESSION

Topic Report: Work Sessions on QCTV

By: Heidi A. Nelson, Interim City Administrator



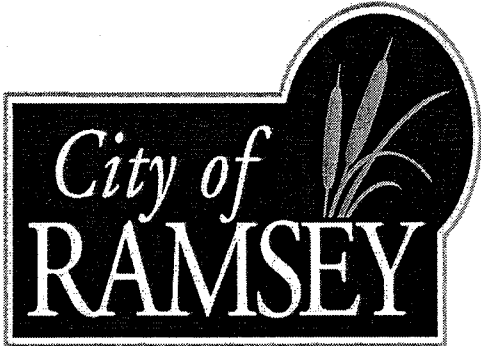
Background:

The City Council has requested a work session topic to discuss televising the work sessions. Staff is prepared to discuss this issue with the City Council this evening.

Action Statement:

Based upon discussion.

CITY COUNCIL WORK SESSION
Topic Report: Communications Plan
By: Heidi A. Nelson, Interim City Administrator



Background:

During the 2007 Strategic Planning/Goal Setting session that was held in mid-January, Council identified a new goal of creating a communication plan for external and internal City communications. Staff was directed to bring the topic to work session for discussion and to develop specific performance points to be addressed during 2007-2008.

As a starting point for the discussion, staff has outlined the current external and internal communications efforts the city has in place; they are as follows:

EXTERNAL COMMUNICATIONS

- www.ci.ramsey.mn.us The website content is managed in-house by the IT Manager and Records Management Clerk. Specific department content is provided by departments. The website is updated several times per week with "In the News" items, new documents, meeting schedules, agendas, etc. The website contains a subscriber service that allows visitors to the site to subscribe to receive an e-mail update when new information is added to the website in the area that they have subscribed to.
- Ramsey Resident. The City produces the city newsletter at least six times per year. It is generally a 10-14 page document with pertinent city and community information. Articles are requested from departments, community groups and are formatted by the part-time Administrative Secretary/Receptionist. The Asst. City Administrator serves as the editor of the newsletter content. In recent months, Mgmt. Intern Tim Gladhill has taken on the task of writing articles about various topics. This assistance has helped in managing the time requirement for preparation of the newsletter.
- QCTV. Channels 15 and 16 carry local broadcasting from QCTV including regular City Council, Work Session in Review, Park and Recreation Board, and Planning Commission meetings. In addition, special programming is provided, such as Ramsey Roll Call, Firewise, Planning Commission Update, and an Economic Development Update. These special programs are generally hosted by a member of staff and are taped on a monthly or quarterly basis.
- Special Mailings. In recent years, staff has utilized special post card mailings to notify residents of important city or community events. These community-wide special mailings generally cost in the range of \$2500-

\$3000 per event. In-house GIS technology has made the process of doing targeted mailings to neighborhoods easier and more efficient for staff.

- Community meetings. In recent months, staff has increased the use of informational open houses/meetings for projects such as street maintenance, new road extensions, and transportation planning. In addition, the Ramsey3 process began in early 2007 and will include a community planning process in early May. Several community meetings are planned as a part of the 2008 Comp Plan update process.
- Public Posting Board at Municipal Center. All official notices, agendas, meeting schedules and general community information are posted in the lobby of the Municipal Center.

INTERNAL COMMUNICATIONS

- All Staff Meetings. Approximately twice a year or more frequently if needed, the Administrator and Department Head group conduct all staff meetings. Updates are provided about what is going on in every department and in the community at large. Staff is offered the opportunity to submit anonymous questions ahead of the meeting and there is a question and answer period at the end of each department's presentation.
- City Intranet. Staff has developed an internal website for employees to reference information regarding employee benefits, city policies, and general city information.
- Weekly Update. Every Friday, the Weekly Update is produced by the City Administrator for the City Council. This document is also shared internally to provide staff information about what is happening in the week ahead and updates about development and/or improvement projects. Various community events are also included in the weekly communication with Council.
- Department Meetings. Departments generally conduct monthly or quarterly meetings with staff.
- Training opportunities. Training opportunities are offered several times throughout the year. They include communication about specific city goals for which the training is being conducted or general information about the mission of the organization.
- Pay check stuffers. Informational flyers are included with pay stubs from time to time about various events.
- Employee break room bulletin board. Information is posted on the bulletin board on various topics, including federal labor laws, HR information and employee postings.

In recent budget years, a Communications Coordinator position has been proposed, but has not been successful in making it through the budget process. Currently, with the Asst. City Administrator acting as Interim City Administrator, time is limited to embark upon an aggressive new campaign without additional resources being directed to that effort. Staff has discussed the option of bringing in a communications consultant to assess the current communications strategies and to develop a plan to improve or redirect

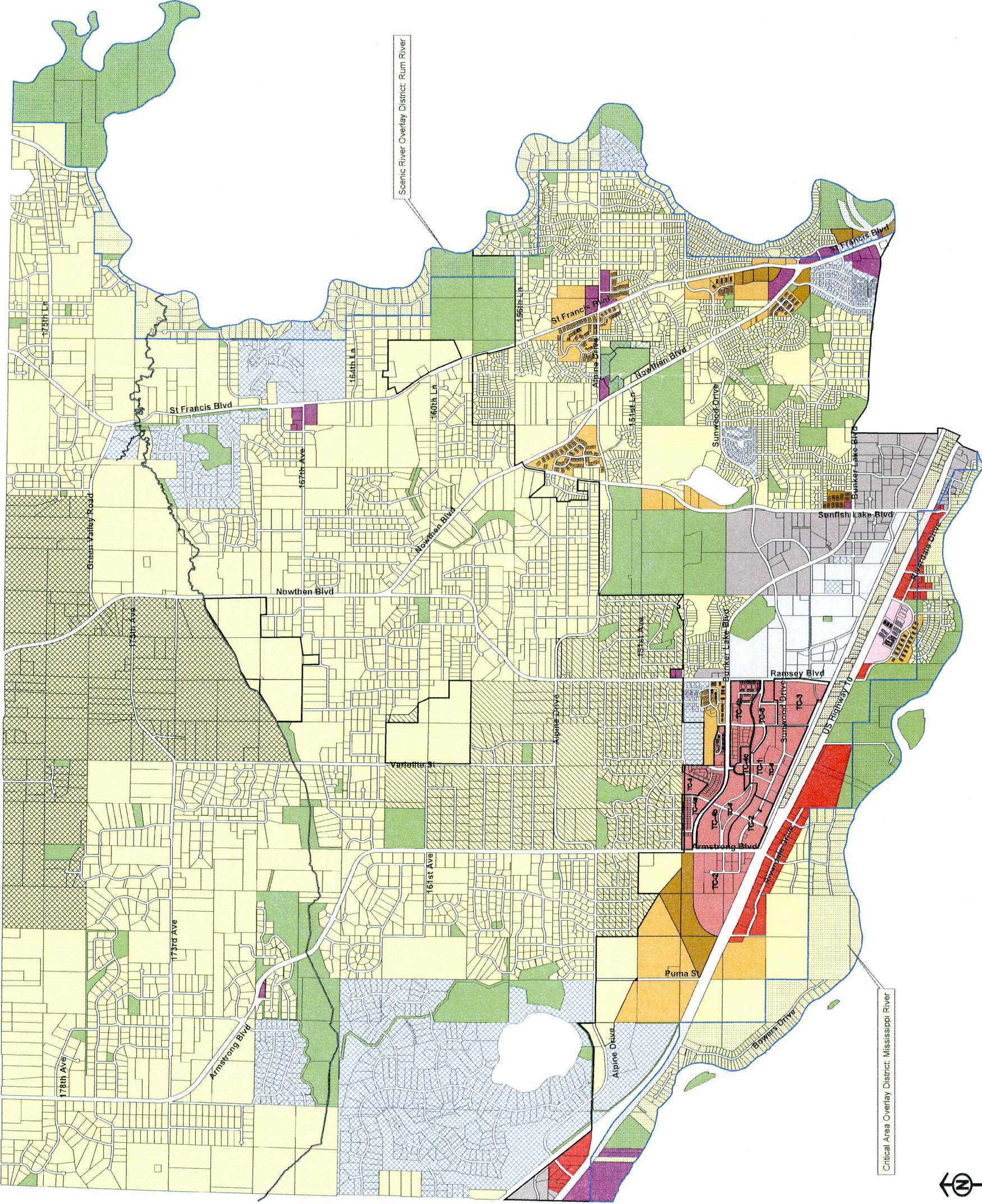
the current efforts. Staff is seeking direction from the Council with regard to developing new communication strategies or making changes to existing communications strategies.

Action Statement:

Direct staff with regard to new communications strategies or changes to the current mediums of and strategies for communications.

CCWS: 07/17/07

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City of Ramsey



Zoning Map

Updated: February 28, 2006

LEGEND

- R-1: Rural Preserve
- R-1: Rural Reserve
- R-1: Rural Developing (outside MUSA)
- R-1: MUSA
- R-2: Medium-Density Residential
- R-3: High-Density Residential
- B-1: Business District
- B-2: Business District
- H-1: Business District/Official Map Overlay
- E-1: Employment District
- E-2: Employment District
- MU-PUD: Mixed-Use, Planned Unit Development
- PUD: Planned Unit Development
- TC: Town Center
- P - Public/Quasi Public District
- *Public District currently under review, map in process of being updated
- Mississippi/Rum River Overlay Districts

Data Source: Anoka County GIS Department, City of Ramsey

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally binding nor a warranty of any kind. The City of Ramsey is not responsible for any errors or omissions in this map. The City of Ramsey is not responsible for any damages or losses resulting from the use of this map. The City of Ramsey is not responsible for any damages or losses resulting from the use of this map.

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- Revised: July 11, 2002
- Corrected: October 19, 2002
- Corrected: March 17, 2004
- Corrected: March 17, 2004
- Corrected: March 3, 2003
- Corrected: May 13, 2004
- Corrected: August 25, 2003
- Corrected: December 17, 2004
- Corrected: November 3, 2003
- Corrected: March 22, 2005
- Revised: November 25, 2003
- Revised: February 28, 2006
- Corrected: January 6, 2004



**CITY COUNCIL WORK SESSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 17, 2007, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Pro Tem David Elvig
Councilmember John Dehen
Councilmember David Jeffrey
Councilmember Matt Look
Councilmember Mary Jo Olson
Councilmember Sarah Strommen

Members Absent: Mayor Thomas Gamec

Also Present: Interim City Administrator Heidi A. Nelson
Public Works Director Brian Olson
Management Intern Timothy Gladhill
Police Chief James Way

CALL TO ORDER

Mayor Pro Tem Elvig called the City Council Work Session to order at 7:10 p.m.

APPROVE AGENDA

Councilmember Jeffrey requested a discussion item regarding hiring for the city administrator position.

Interim City Administrator Nelson indicated there will be a brief update regarding Ramsey Town Center matters.

The agenda was approved as amended.

COUNCIL TOPICS FOR DISCUSSION

1) Administrative Fees for Minor Traffic Violations

Police Chief Way reviewed that the topic of administrative fees for minor traffic violations was discussed at the May 1, 2007 Council work session. Staff was directed to bring the issue back after the Minnesota legislative session was complete. Legislation was introduced to allow cities to use administrative fines under State Statute. The legislation did not pass. Council has been provided with a copy of the legislation that was introduced and the "Statement of Position" by the State Auditor.

Councilmember Strommen stated given that the legislation did not pass she has a concern on whether the City has legal authority to proceed with this type of program.

Councilmember Dehen asked how many other cities use this type of program.

Police Chief Way listed the cities and indicated he has spoken to staff at a few of the cities regarding how they administer the program.

Mayor Pro Tem Elvig asked how other cities administer the program when there is a legal opinion that suggests they cannot.

Police Chief Way replied some do it for ordinance violations only. The legislation that was introduced lists the violations that fines could be administered for. Cities like Minnetonka include in their ordinance that the fines could be administered for traffic violations, but they do not use it for these types of offenses. They are using it for abatement things and boating violations; anything the community service officer writes tickets on. White Bear Lake has included in their ordinance that the fines can be administered for traffic violations; they write about 400 tickets per year, but of that only a handful are for traffic, the rest are for boating violations and parking violations. About \$10,000 to \$12,000 per year of revenue comes in from those 400 tickets. Columbia Heights writes more traffic tickets with their ordinance, but speeding tickets for speeds less than ten miles per hour over the speed limit are very rare. They utilize it for things like stop sign violations and code violations addressed by the community service officer.

Councilmember Olson questioned how this type of program could be administered if it is in violation of State law.

Police Chief Way explained State law does not specifically state that it cannot be done. The legislation that was introduced would specifically give the power to the municipalities for the things listed. In the State Auditor and Attorney General opinion, unless the law grants that power to the municipalities it should not be done.

Interim City Administrator Nelson indicated the legislation that was introduced was to clarify the existing legislation by expressly authorizing municipalities to administer the fines.

Councilmember Dehen stated cities have been doing this, and the legislature tried to give this express authority to the cities. He inquired about the position of the League of Minnesota Cities.

Police Chief Way indicated the League of Minnesota Cities supported the legislation and lobbied for it. The League of Minnesota Cities is not in support of cities administering the fines without the legislation. That is position stated by Anne Finn of the League.

Councilmember Jeffrey asked if the League of Minnesota Cities is willing to send the City a letter to that effect.

Councilmember Dehen stated he spoke with the Stoney Hilgus, the Coon Rapids Prosecutor, who used to be the Cambridge City Administrator. Mr. Hilgus advised him that the Police Chief had come to the city with this and liked the idea because it gives the officers an option. Their fines involve speed violations and less serious code enforcement violations; they do a \$50 administrative fine, and then up to \$100. Mr. Hilgus talked about the State Auditor's Office threatening that cities would not get a clean audit if they use the administrative penalties, and it is an ongoing battle. The City of Cambridge has been administering these fees, and in the past two years has put away \$60,000 to \$70,000. Mr. Hilgus said that legally no one has ever challenged it; as far as he was concerned it was a great process and the cops loved it. With this program the people do not have to go to court; they can pay the fine and it will not go on their driving record, and the officers are still able to track the tickets. Mr. Hilgus' position was that the City does all the work and they should be able to keep the proceeds. Councilmember Dehen stated the State is cutting everyone's LGA, but continues to want to make the surcharges. On a \$45 speeding ticket there is a \$78 surcharge that goes to the State, and the City will realize \$15 to \$25 of the \$45 ticket. He stated he thinks this is a great idea. If there is a question of the illegality it will be brought back next year. It seems to him if there is some question they could hold those proceeds for at least one year to determine whether it is valid. This would be a great way to pay for the police supplies that are needed. Councilmember Dehen stated he has seen Attorney General opinions before, and they are not the force and effect of law; they are just an opinion. It seems it is a lever they are using to keep the City from getting those proceeds.

Councilmember Strommen stated putting aside the Attorney General and State Auditor opinions and going to the policy issue, her opinion is that it is bad policy to tie traffic violations to revenue projection. The residents will have a perception that the City is out with speed traps to bump up revenue for the Police Department. She has talked with a couple of residents who have been in communities where they have this type of program, and that is the perception they have had. She also shares some of the concerns of the State Auditor report. She would be concerned with violations not going through the State and staying off of individuals' driving records.

Councilmember Dehen stated either way the individual is paying for the ticket.

Councilmember Strommen stated this would be a revenue generator for the City; otherwise there would be no reason to do it. It is clear that this is under the State's authority, and it is not clear about the authority of the municipalities. She does not see the benefit for the City other than as a revenue generator.

Councilmember Dehen stated as a Council they are trying to find innovative ways to keep the funds in their City, as opposed to letting them go to the State, which does not give them any benefit. He stated they are not getting LGA and questioned why they would not be proactive and hold some of this revenue. The City would be just keeping the revenue, rather than having it go to some other project. He stated this is a great way to be proactive and the City is missing the boat if they do not do it.

Mayor Pro Tem Elvig commented he remembers going through small towns when he was younger and the officers trying to make their quota of tickets at the end of the month. That being

said, the City has a cost of doing business and they are trying to recoup their costs through things like fees or permits.

Councilmember Dehen expressed his dissatisfaction with the court system being filled with petty issues like speeding. He pointed out that these fees would only relate to speeding violations that are less than ten miles per hour over the speed limit. The officer will still have discretion on whether to issue the administrative fine or move the violation into the court system. If it is an issue of whether the fines are legal, the City could keep the fines in a fund and not tap into it. Cambridge is an example of a city that made \$60,000 to \$70,000 in two years of the program.

Councilmember Look stated if you are breaking the law you need to pay for that, although there is some discretion if the speed is five miles per hour over the speed limit, and then you are usually let go. He agrees with Councilmember Elvig in terms of this being a revenue generator, but that it offsets expenses. The City has a real cost of putting officers on the street. As far as the quotas, he thinks people believe there are quotas regardless of whether there are or not. There has been substantial work done on trying to find if there is a relationship between tickets and accidents, and they have not found one yet that he is aware of. Some people are in the wrong place at the wrong time and get tickets more often than others. The State Auditor and the Attorney General are not the authority on this. He stated he understands that the cities do not have power short of what the State gives them, so he is concerned about that part of it. But other communities are doing it, and it is a successful program, and it offsets expenses they have as a community. They are looking at bringing reason to government, and he thinks this is a reasonable attempt to try to achieve that. He would be in favor of that. It would be great if they finally get on the ball and decide they want to tackle it at the State level. But as a community, with funding that is continually cut back, it is somewhat reminiscent of an unfunded federal mandate.

Councilmember Strommen expressed concern with individuals having the ability to pay to keep a driving offense off their driving and insurance records. She stated her concern would be with people that are habitual speeders and put others at risk through excess speeds and reckless driving. This involves a safety issue and it creates a moral dilemma.

Councilmember Dehen stated he has been in the legal system for 20 years. Drivers that are habitual offenders and who get DWI's drive without insurance. His goal is to have as many people have insurance as possible. As far as the people that continually speed, that can still be tracked.

Police Chief Way explained the City will be going to a new system called Ticket Writer that automatically sends the information off and does not require anything to be done in the City office. Any ticket like this will have to be a handwritten ticket made up by the City that would be in a separate system.

Councilmember Dehen questioned who would not appreciate this. He stated it will keep cases out of court that clog the dockets for more serious cases.

Police Chief Way indicated there are some people that will not risk the \$120 ticket in court when they could take the \$100 ticket. He thinks this could work well for the abatement program, but he is not a great fan of utilizing this for traffic violations. He would like to be able to track offenses. He pointed out that the City has not issued one ticket in six months under the ten miles per hour limit, and in 2006 only issued two. A lot of the cities use it for the abatement.

Councilmember Dehen stated he talked with the Columbia Heights Prosecutor, who said he has not seen the big deal. He makes less money as the prosecutor, but the cases are not clogging the court dockets. He questioned what the down side would be to administering these fines.

Police Chief Way replied the down side would be the administrative side and not being able to use the Ticket Writer system, the Finance Department would have to get involved.

Mayor Pro Tem Elvig indicated at this time it is the policy issue the Council is considering.

Councilmember Jeffrey stated he is not opposed to the administrative fines. It makes sense for the abatement ordinance, but for the traffic violations he would like to see a legal opinion from the League of Minnesota Cities. If the League is in support of this he could have more of a policy discussion on the right and wrong. However, if the League states that the legislation did not pass and they do not recommend that the City do this, the City could become involved in a legal mess without legal representation.

Councilmember Olson asked if parking violations on the Ticket Writer system go to the State.

Police Chief Way replied they are handled the same way. The City does not issue many parking tickets; the tickets they do issue are for overnight parking. At the City of Anoka the fine is left there in an envelope, and the City needs to take care of it. Any time you deal with cash there is the need for checks and balances.

Councilmember Olson indicated she would consider administrative fines for anything except moving violations; she would not be in support of administrative fines for moving violations.

Councilmember Dehen questioned what the opinion is of the League of Minnesota Cities. He indicated his understanding of the opinion is that there is nothing prohibiting the City from doing this.

Police Chief Way indicated he can email the League tomorrow for clarification on the opinion.

Interim City Administrator Nelson recapped that she hears there is some interest on administrative penalties for code enforcement issues and potentially parking violations, but there is not a determination on traffic penalties. She indicated staff will contact the League of Minnesota Cities to see if they are willing to give an opinion. It is likely that the League will say the City is not expressly authorized by the State to do this, but is not expressly authorized by the State not to do this. Tonight staff is looking for policy direction on how much work Council would like them to continue to do on this. This will need to be melded with the discussion on the abatement program.

Mayor Pro Tem Elvig stated it would be well worthwhile to see if it is possible to dovetail the administrative fines and the abatement program. He tends to agree with not including the moving violations at this time.

Police Chief Way requested clarification regarding what the direction will be based on the opinion received from the League of Minnesota Cities.

Councilmember Dehen stated the League will give the type of opinion that was mentioned by Ms. Nelson; they will not tell the City they cannot do this. If the City administers these fines and there is a concern about the moving violation portion of it they could keep that portion untouchable and abandon that part of it if it does not work out.

Councilmember Strommen stated she is not in favor of the administrative fines for moving violations, regardless of the League of Minnesota Cities opinion.

Councilmember Jeffrey indicated he would like to hear the opinion of the League. He would support fines for parking tickets.

Mayor Pro Tem Elvig suggested staff contact the League of Minnesota Cities regarding possibilities to dovetail the administrative fines and the abatement program the City is initiating, and to determine if the League is willing to support the City with this.

Interim City Administrator Nelson indicated it is not likely that the League of Minnesota Cities will weigh in on local ordinance issues; the League is concerned with issues that fall under the State Statute.

Councilmember Strommen requested clarification as to whether the Council is in support of discussing this issue again if the League of Minnesota Cities does not provide a more clear opinion.

Councilmember Jeffrey indicated his concern is regarding moving violations. There are a lot of unanswered questions. He would consider the moving violations if the opinion of the League is that it is okay, but not if the League's opinion is against that.

Mayor Pro Tem Elvig recapped the consensus of the Council is to direct staff to request an opinion from the League of Minnesota Cities regarding the overall administrative fine policy. If the League does not support administrative fines for moving traffic violations an opinion should be requested for an opinion on the remainder of the policy in relation to the abatement policy. The consensus of the Council is not in support of fines for moving violation fines unless it is endorsed by the League of Minnesota Cities.

2) Time Limit for Outdoor Music Events/Special Events Permits

Police Chief Way reviewed that there has been a lot of discussion regarding the hours that outdoor music events should take place. City Code currently does not allow outdoor music after

10:00 p.m. Requests for special events to continue past this time are considered on a case by case basis. Included in the Council's packet is a color-coded zoning map for consideration with the possibility of granting permits based on zoning. Another option would be to continue to look at requests on a case by case basis.

Councilmember Look asked if there has been any feedback regarding the recent event held at Diamonds.

Police Chief Way indicated staff did not receive any calls regarding the event at Diamonds.

Councilmember Strommen inquired about permit requests being worked out with staff and included on the Consent Agenda.

Interim City Administrator Nelson replied generally this can be done; the recent request from Diamonds needed to be heard by the Council because it deviated from City Code with the request to go past 10:00 p.m. with music.

Council and staff discussed the following options to deal with outdoor music permits:

- Consideration of permit requests on a case by case basis
- A possible entertainment zone along Highway 10 where outdoor music would be allowed later than the current 10:00 p.m. limit
 - Mayor Pro Tem Elvig expressed his support of a zone that allows outdoor music. He stated this would allow individuals to plan events without requesting a variance and presenting their case to the Council. He pointed out that this would allow the service and retail sector in the City to be proactive about events.
- Possible hours to allow outdoor music based on days of the week and holidays

Consensus of the Council was to direct staff to proceed with changing the City Code to allow outdoor music citywide until 11:00 p.m.

Police Chief Way informed the Council that there is presently a big issue regarding organized ultimate fighting. Several cities have come up with ordinances that prohibit ultimate fighting. He requested direction regarding whether Council would like to consider an ordinance on this topic.

Consensus of the Council was to direct staff to include sample ordinances on the topic of organized ultimate fighting on a future work session agenda for consideration.

3) Work Sessions on QCTV

Interim City Administrator Nelson indicated Council has discussed televising work sessions on cable. This has been done at times in the City. Staff is seeking direction on how Council would like to proceed.

Councilmember Dehen asked if there has been any quantifiable statistics as to how many people are watching work sessions.

Interim City Administrator Nelson replied QCTV hired Decision Resources to conduct a survey this past year to determine what the watching habits are of the residents. Council can be provided with the information from this survey.

Councilmember Dehen indicated his concern is not whether to hold Council meetings or work sessions on television, he wants to get the most information out to the community. If it costs too much to get the work sessions on television he would rather see the money diverted into something like expanding the Ramsey Resident to one time per month or something more frequent than the current distribution.

Mayor Pro Tem Elvig stated his take on this is the historical perspective. Looking back historically, the Council acted different in work sessions when they were televised. In his opinion, there was a lot of posturing and grandstanding while on camera. That being said, there is a concern about getting more information out to the community. He thinks this Council is very interested in being more above board and proactive about communication, not only with the Council but he believes it is an era with staff as well. That being said, he is not interested in taking a pendulum and going 180 degrees in the other direction. There may be options such as more thorough minutes or an audio of the minutes that could be accessed on the website. Televising the work sessions may be counter-productive, but he agrees they could do more to get information out and perhaps more thoroughly.

Councilmember Look requested information regarding the additional cost of televising work sessions, or the hours the City is allotted by QCTV.

Interim City Administrator Nelson explained the City is allotted 30 hours per week of associate producer time by QCTV that is divided up amongst all the things the City does with QCTV. They could try to work out more time with QCTV, but it would be more of an allocation of the existing resources.

Councilmember Look stated he would be willing to let go of the work session updates in order to televise work sessions. He does not know that it is something that needs to be continued forever, but there is a perception of what is going on in the work sessions. The benefit would be for the residents to see the Council hammer out the details in the work sessions, which is often not done in the Council Chambers. People that have an interest in a topic or subject matter coming up will make an effort to watch it.

Mayor Pro Tem Elvig stated the historical perspective is that even when work sessions are televised people still perceive that there are things being done behind the scenes. He thinks it almost adds to it and does not necessarily take away from the innuendos. He would like to find a way to cure rumors, but does not know that this is the vehicle to do it. He stated he believes facilitation has a lot to do with this. He is frustrated from time to time when he sees an issue that is a big debate and is complex, and the discussion is cut off. If it is a complex issue the Council should share and show some debate, even if it has been debated, and that is up to all of them to do in the Council Chambers. A lot of this is educating the people as to why the Council is

making certain decisions. He does not know that it is necessary to televise work sessions to do that.

Councilmember Dehen noted there seems to be more debate in the work sessions than in Council Chambers. Debate and ideas and disagreeing points are what they want people to view so they can make their own decisions and the work sessions are paramount to that debate.

Mayor Pro Tem Elvig expressed concern that councilmembers will lobby their opinion on issues they are passionate about prior to a work session if work sessions are televised. He stated he does not like work sessions that are postured and tailored. He wants open debate and people's real opinions.

Councilmember Strommen stated she is not convinced that people will posture before work sessions because they are on camera. She noted when work sessions were cabled previously it was in a much more formal setting in the Council Chambers. If the work sessions were to be televised she would want to keep the setting of the Council sitting around the table with the informal discussion and debate. She stated this ties into the communication plan and suggested a community wide survey asking what the best way is to communicate with the residents and what their top topics would be.

Councilmember Olson asked if it is known what percentage of the residents have cable.

Interim City Administrator Nelson replied this information can be provided to the Council.

Councilmember Olson pointed out that some residents may not have access to the meetings even if they are televised. She stated she is not a big fan of televising work sessions. As a Council they need those opportunities to dig into things without being scrutinized. She agrees with the suggestion for a survey, and there are other things that could be done to provide more information.

Councilmember Dehen noted to some degree the residents elect the councilmembers to act on their behalf, so he understands the argument of rolling up their sleeves and keeping it off of television. He suggested more frequency in communication tools like the Ramsey Resident and informing people about what they collectively think are the big issues.

Mayor Pro Tem Elvig noted the need for cable subscriber information to determine if it would be effective to televise work sessions. He pointed out when they put the website in position that was a big effort that involved a lot of work because communication was an issue. It was going to be the end-all for full communication. Now, here they sit with the same problem again. He does not think a work session on camera or the Ramsey Resident will do it. He agrees with asking the residents what the best vehicle is to get the information to them and finding out what they are interested in.

Interim City Administrator Nelson indicated the communication needs to be done in a broad spectrum because everyone communicates differently.

Councilmember Look commented that one of the problems is that there were televised work sessions and they were taken away, and he thinks people have a big problem with that. He would be interested in knowing who gets cable, who does not, who uses satellite, and who uses both if they can. He agrees in making every effort they can to get everyone their desired form of information. There is a benefit to seeing the Council in a casual atmosphere in work session, and that they are ordinary residents hammering at hard issues. However, if there will only be 50 people watching the work sessions he would not want to spend the additional money.

Consensus of the Council was to direct staff to proceed with conducting a survey to determine the form of communication desired by the residents and the topics of interest.

Councilmember Strommen suggested a professional survey.

Councilmember Dehen stated he does think the survey needs to be done professionally.

Councilmember Jeffrey noted that residents who respond to the survey and indicate they would like things emailed electronically to them can be informed about subscribing on the City website, and the newsletter could be emailed to those residents.

Councilmember Look stated there is a company in the City that has a phone bank, and their business is to telephone people. He would volunteer his time to make calls to the residents.

Mayor Pro Tem Elvig stated he would be against having councilmembers making the phone calls. He noted one option would be to offer an incentive for residents that respond to the survey.

4) Communications Plan

Interim City Administrator Nelson noted this item was discussed with the last agenda item. The current external and internal communication efforts the City has in place are included in the Council's packet. She informed Council that at some point staff would like to bring someone in from outside to look at what the City does from a communication perspective, and whether there is a way things can be redirected in a better way.

Councilmember Strommen noted it is a goal of the City to provide a clear message to the residents. This information could be included on the City website. The Council has discussed the communications coordinator position, and part of the reason she believes it was right to pull back on that is that they were looking for more of that culture change. They have taken strides towards that. Secondly is having an idea of what this person would be responsible for.

Mayor Pro Tem Elvig questioned if the position would be for a communications person or a marketing person with communication as their goal.

Councilmember Strommen stated communication is what the Council wants.

Interim City Administrator Nelson indicated there is a need for marketing skills for the position. It is about putting a message out and getting that message communicated in the most effective way they can.

Councilmember Olson pointed out that the Mayor of Ham Lake writes frequently to the Anoka County Union. There are issues, particularly recently concerning Ramsey Town Center, where it would be a good thing to have someone do that. When there is a big issue and there are a lot of questions it would be a good way to get a message across.

MAYOR, COUNCIL AND STAFF INPUT

Presentations by City Administrator Finalists

Councilmember Jeffrey suggested that the final candidates for the city administrator position be asked to prepare a plan and provide a presentation of their first 90 to 120 days and how they would move the City and staff to the next level. This could be followed by 15 to 20 minutes of questions on the presentation.

Mayor Pro Tem Elvig and Councilmember Strommen expressed their support of the suggestion.

Councilmember Dehen stated he understood the only hurdle left was to do the background checks, and that the consensus was for the Council to adopt their position on their first and second choices.

Mayor Pro Tem Elvig stated the hire is a big decision. He would like to hear what the finalists think the priorities are.

Consensus of the Council was to direct staff to proceed with scheduling each city administrator finalist for a 15 minute presentation on their plan for the first 90 to 120 days with the City, followed by 15 minutes of questions, and that the presentations should be scheduled for Monday, July 23, 2007 at 5:45 p.m. and 6:15 p.m., with the Council session to begin at 5:30 p.m.

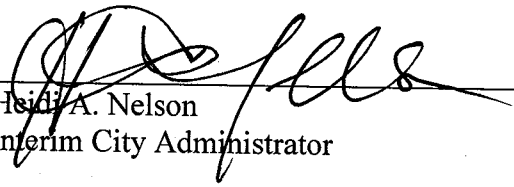
Discussion regarding Ramsey Town Center

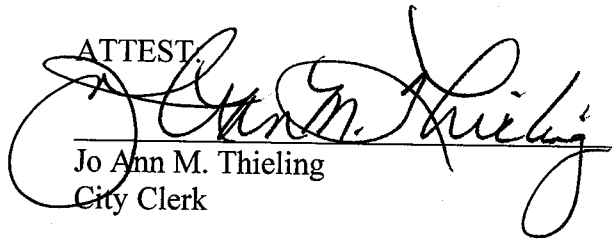
Council and staff discussed the Ramsey Town Center Development and ongoing discussions with Minnwest Bank.

ADJOURNMENT

The Work Session of the City Council was adjourned at 9:22 p.m.

Respectfully submitted,


Heidi A. Nelson
Interim City Administrator

ATTEST

Jo Ann M. Thieling
City Clerk

Drafted by Carol Hamer
TimeSaver Off Site Secretarial, Inc.



CITY OF RAMSEY

Policy Regarding Remote Attendance and Participation in Council and Commission Meetings

SECTION 1: SCOPE

- A. BACKGROUND: The City of Ramsey seeks to develop guidelines to promote transparent and orderly use of electronic technology that allows Council and commission members to attend meetings from a remote location. Electronic audio/video attendance options continue to advance and evolve, along with the laws that govern such attendance. Generally speaking, the city may adopt regulations that are more restrictive (not more lenient) than those provided by state law.
- B. PURPOSE: The purpose of this policy is to create guidelines governing the remote attendance and participation of members at Council and Commission meetings. Advance notifications and limits are established in order to provide proper notification to the public, and to allow the City to arrange the appropriate technology to cover the meeting. The general expectation is that individuals will make every practical attempt to be physically present and that the purpose of this policy is to allow for exceptions when the member is unable to physically attend a meeting.
- C. OTHER MEETING PARTICIPANTS: City staff, applicants, and other meeting participants may attend meetings remotely and are not subject to the policy or statutory limitations outlined within this policy.

SECTION 2: CRITERIA/PROCEDURE

- A. ELIGIBLE USERS: Members of the City Council and members of any formally established commission of the City.
- B. APPLICATION: Eligible users may attend and participate in any regular meeting of their respective Council or commission in accordance with this policy.
- C. NOTIFICATION: Eligible Users wishing to participate via interactive television or other electronic medium shall notify the City Administrator, in writing, no earlier than ten (10) days, and no later than 72 hours prior to the meeting. The name and location of eligible members attending a meeting via electronic medium shall be posted in conjunction with, and in the same manner as, the regular agenda.
- D. MAXIMUM REMOTE ATTENDEES: There will be no maximum number of remote attendees so long as at least one (1) City Councilmember or member of a formally

established commission of the City is physically present. In the event that all members request remote attendance, eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator.

- E. ANNUAL USE: An eligible user may attend via interactive television, an unlimited number of times per year, contingent upon the general expectation that individuals will make every practical attempt to be physically present
- F. OTHER: Remote attendance and participation at any public meeting shall be in full compliance with the Open Meeting Law (OML), Minnesota Statutes section 13D.02, subdivision 1. All members of the public showing up at a remote location must be able to see and hear all discussion and votes. All members of the body must be able to see and hear one another, as well as the public.
- G. EXCEPTIONS: The requirements of this policy may be waived in the event of an emergency as defined by state statute.
- H. DECORUM: It is expected that all members attending remotely will conduct himself or herself in a professional manner, and attend only from meeting locations that are suitable for the proper conduct of professional business.
- I. EXPENSES: Members attending remotely will cover all extraordinary costs necessary for the connection.
- J. TECHNOLOGY: Remote meeting attendees shall comply with all technological and security standards as established by QCTV and the City's Information Technology staff.

ADOPTED BY CC 04/23/2019

REVISIONS ADOPTED BY CC 07/14/2020

Meeting Date: 07/14/2020

By: Colleen Lasher, Administrative Services

Information

Title:

Motion to Update the Remote Attendance Policy

Purpose/Background:

The current remote attendance policy was approved at the April 23, 2019 City Council meeting. The current policy significantly restricts the number of times an eligible user can participate remotely. As technology has improved there may be value in approving a less restrictive policy.

The standards for remote meeting attendance as provided by state law are included in the attached City Attorney's memo. However, since the time of the City Attorney's memo, Section 13D.02 was amended twice (2019 and 2020). It should be noted that all recent and future changes in the law will supersede the policy. The amendments changed the following: 1) Roll call votes are now required. (Previously, regular voice votes were sufficient), and 2) Previously, it was required that the public official who is attending remotely had to allow the public to participate from that remote location, wherever that is. Now, the location does not have to be public IF the member is in the military and is at a required drill, deployed or on active duty, OR the member has been advised by a health care professional to not be in a public place and a state of emergency exists (or did exist within 60 days). These two exceptions can only be used up to three times in a calendar year. If those exceptions do not apply, the regular rule requiring public access at the remote location still applies. The remaining provisions of section 13D.02 remain in place. Under all circumstances, the Remote Attendance Policy will follow state law.

The current policy restricts remote participation to one member per meeting, twice annually, per member. Staff anticipates the potential need to revise the policy to allow for greater flexibility of the policy, while still abiding by state law. The recommended revised policy is attached.

Recommended changes to the policy include:

1) Added draft language:

- **OTHER MEETING PARTICIPANTS:** City staff, applicants, and other meeting participants may attend meetings remotely and are not subject to the policy or statutory limitations outlined within this policy.

2) Revised draft language:

- **MAXIMUM REMOTE ATTENDEES:** There will be no maximum number of remote attendees so long as at least one (1) City Councilmember or member of a formally established commission of the City is physically present. In the event that all members request remote attendance, eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator.
- **ANNUAL USE:** An eligible user may attend via interactive television, an unlimited number of times per year, contingent upon the general expectation that individuals will make every practical attempt to be physically present

Please see the attached marked-up draft for additional details.

Funding Source:

No additional funding is required.

Recommendation:

Staff recommends approving the updated Remote Attendance Policy.

Action:

Motion to approve an updated remote attendance policy.

Attachments

Draft Updated Policy

2019 Remote Attendance Policy

Attorney Memo

Chapter 74 Laws

Chapter 33 Laws

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 07/09/2020

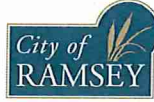
Reviewed By

Kurt Ulrich

Date

07/09/2020 03:41 PM

Started On: 07/08/2020 10:27 AM



CITY OF RAMSEY

Policy Regarding Remote Attendance and Participation in Council and Commission Meetings

ADOPTED BY CC 04/23/2019

SECTION 1: SCOPE

A. BACKGROUND: The City of Ramsey seeks to develop guidelines to promote transparent and orderly use of electronic technology that allows Council and commission members to attend meetings from a remote location. Electronic audio/video attendance options continue to advance and evolve, along with the laws that govern such attendance. Generally speaking, the city may adopt regulations that are more restrictive (not more lenient) than those provided by state law.

B. PURPOSE: The purpose of this policy is to create guidelines governing the remote attendance and participation of members at Council and Commission meetings. Advance notifications and limits are established in order to provide proper notification to the public, and to allow the City to arrange the appropriate technology to cover the meeting. The general expectation is that individuals will make every practical attempt to be physically present and that the purpose of this policy is to allow for exceptions when the member is unable to physically attend a meeting.

C. OTHER MEETING PARTICIPANTS: City staff, applicants, and other meeting participants may attend meetings remotely and are not subject to the policy or statutory limitations outlined within this policy.

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SECTION 2: CRITERIA/PROCEDURE

A. ELIGIBLE USERS: Members of the City Council and members of any formally established commission of the City.

B. APPLICATION: Eligible users may attend and participate in any regular meeting of their respective Council or commission in accordance with this policy.

C. NOTIFICATION: Eligible Users wishing to participate via interactive television or other electronic medium shall notify the City Administrator, in writing, no earlier than ten (10) days, and no later than 72 hours prior to the meeting. The name and location of eligible members attending a meeting via electronic medium shall be posted in conjunction with, and in the same manner as, the regular agenda.

- D. MAXIMUM REMOTE ATTENDEES: There will be no maximum number of remote attendees so long as at least one (1) City Councilmember or member of a formally established commission of the City is physically present. ~~No more than one (1) eligible user may participate in any single meeting via electronic medium.~~ In the event that all members request remote attendance, eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator.
- E. ANNUAL USE: An eligible user may attend via interactive television, an unlimited number of times per year, contingent upon the general expectation that individuals will make every practical attempt to be physically present ~~maximum of two (2) regular meetings via interactive television per year.~~
- F. OTHER: Remote attendance and participation at any public meeting shall be in full compliance with the Open Meeting Law (OML), Minnesota Statutes section 13D.02, subdivision 1. All members of the public showing up at a remote location must be able to see and hear all discussion and votes. All members of the body must be able to see and hear one another, as well as the public.
- G. EXCEPTIONS: The requirements of this policy may be waived in the event of an emergency as defined by state statute.
- H. DECORUM: It is expected that all members attending remotely will conduct himself or herself in a professional manner, and attend only from meeting locations that are suitable for the proper conduct of professional business.
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CITY OF RAMSEY

Policy Regarding Remote Attendance and Participation in Council and Commission Meetings

ADOPTED BY CC 04/23/2019

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- D. **MAXIMUM ATTENDEES**: No more than one (1) eligible user may participate in any single meeting via electronic medium. Eligible participants for any particular meeting will be determined by the order in which notification was received by the City Administrator.

- E. ANNUAL USE: An eligible user may attend a maximum of two (2) regular meetings via interactive television per year.
- F. OTHER: Remote attendance and participation at any public meeting shall be in full compliance with the Open Meeting Law (OML), Minnesota Statutes section 13D.02, subdivision 1. All members of the public showing up at a remote location must be able to see and hear all discussion and votes. All members of the body must be able to see and hear one another, as well as the public.
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MEMORANDUM



TO: Kurt Ulrich

FROM: Joseph J. Langel, City Attorney

DATE: February 6, 2018

RE: Remote attendance at public meetings

You indicated that elected and/or appointed officials in Ramsey inquired about whether and how they can attend public meetings remotely. This inquiry raised some related questions as well, which are discussed below.

Issues

1. What options are available under the Open Meeting Law?
2. Are there any restrictions?
 - a. How many members can be absent at the same time?
 - b. Are there specific requirements at the remote location?
 - c. Are there specific requirements at the regular location?
3. How does this impact voting rights and quorum requirements?
4. Are there special notice requirements if one or more members are attending remotely?

Discussion

1. Remote Options Available under the OML

The Open Meeting Law (OML), Minnesota Statutes section 13D.02, subdivision 1, allows a meeting to be conducted by interactive television. In Minnesota Department of Administration Advisory Opinion 13-009, the use of Skype was deemed suitable under the OML, given its similarity to interactive television. It is likely that software similar to Skype, such as FaceTime, would also be allowed under these provisions.

Note that the ability to use “a telephone or other electronic means” is available only to state agencies. *Minn. Stat. § 13D.015*. The League has suggested that this option be broadened to include cities, but that has not occurred. Consequently, only the “interactive television” option, or its equivalent, is available to cities, meaning combined audio-visual is required; having a member on speaker phone does not suffice.

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2. Restrictions on Remote Options

a. How many members can be absent at the same time?

As long as one member is physically present at the regular meeting location, the rest of the council, board or commission can appear via one or more remote links.

b. Are there specific requirements at the remote location?

The remote location that a member is participating from is to be open and accessible to the public. *Minn. Stat. 13D.02 subd. 1(4)*. According to Advisory Opinion 13-009, this location can be outside the city. It is not required that the location be convenient for city residents; it just has to be open to the public. This can get a little awkward when the remote attendee is in a hotel room or relative's home and should be taken into consideration when choosing the remote location. Any member of the public showing up at the remote location must be able to see and hear all discussion and votes, which means the remote member may be sharing a computer screen with someone.

Note that *all* members of the body must be able to hear and see one another. This must be taken into account when considering camera and screen placement in the room. If there are two or more remote attendees, this can create substantial technical issues that must be worked out prior to the meeting.

Not only can the public be present at the regular meeting site and the remote site, the OML also allows the public to "monitor" the meeting electronically from a remote location "to the extent practical" if interactive television or its equivalent is being used. Any incremental costs incurred by the City to make that available may be charged to the person requesting it.

c. Are there specific requirements at the regular location?

At the regular location, both the public and the other members must be able to hear and see the member attending the meeting remotely. This may require more than one screen, depending on the room layout.

3. How does this impact voting rights and quorum requirements?

Voting rights are not impacted by remote attendance and a member attending remotely is considered present at the meeting for purposes of determining a quorum.

4. Are there special notice requirements if one or more members are attending remotely?

If interactive television or its equivalent are used, the city “shall provide notice of the regular meeting location and notice of any site where a member of the public body will be participating in the meeting.” *Minn. Stat. § 13D.02, subd. 4*. The timing and method of notice is the same as with any other meeting of that kind (i.e., regular, special or emergency). Note, however, that if a regular meeting location changes (which would be the case if someone is attending remotely), notice must given in the same manner as a special meeting, meaning posted three days before the date of the meeting and mailed to whomever requested such notices. *Minn. Stat. § 13D.04*.

As a practical matter, this means that the member who is to appear remotely must inform City staff of the site where he or she will be for the meeting, and do so early enough that staff can post and mail a timely notice.

Office of the Revisor of Statutes

Minnesota Session Laws - 2020, Regular Session

[Authenticate](#)

This document represents the act as presented to the governor. The version passed by the legislature is the [final engrossment](#). It does not represent the official 2020 session law, which will be available here summer 2020.

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 74--H.F.No. 4556

An act relating to state government; providing for COVID-19 policy and certain other policy changes; extending certain deadlines; covering certain COVID-19 health expenses; providing temporary emergency authority; expanding usage of electronic communication, applications, and signatures; appropriating additional money for grants to Second Harvest Heartland to purchase commodities from Minnesota farmers; modifying certain vehicle registration provisions; allowing nonposting of tax delinquency and suspension of nondelivery of liquor or beer related to delinquency; modifying certain treatment provisions; correcting errors in health and human services appropriations; making forecast adjustments; requiring reports; amending Minnesota Statutes 2018, sections 168.013, by adding a subdivision; 245F.03; 245F.04, by adding a subdivision; 254B.03, subdivision 1; 299C.46, subdivision 3; Minnesota Statutes 2019 Supplement, sections 13D.02, subdivision 1; 168.013, subdivision 1a; 254A.03, subdivision 3; 256B.0759, subdivisions 3, 4; Laws 2019, First Special Session chapter 1, article 1, section 2, subdivision 5; Laws 2019, First Special Session chapter 9, article 14, section 2, subdivisions 2, 24, 30, 31, by adding a subdivision; Laws 2020, chapter 71, article 2, section 15, subdivision 3, by adding subdivisions; proposing coding for new law in Minnesota Statutes, chapter 524; repealing Minnesota Statutes 2019 Supplement, section 254B.03, subdivision 4a; Minnesota Rules, parts 9530.6600, subparts 1, 3; 9530.6605, subparts 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 21a, 21b, 24a, 25, 25a, 26; 9530.6610, subparts 1, 2, 3, 5; 9530.6615; 9530.6620; 9530.6622; 9530.6655.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

ARTICLE 1

COVID-19 POLICY

Section 1. Minnesota Statutes 2019 Supplement, section 13D.02, subdivision 1, is amended to read:

Subdivision 1. **Conditions.** (a) A meeting governed by section [13D.01, subdivisions 1, 2, 4, and 5](#), and this section may be conducted by interactive television so long as:

(1) all members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present;

(2) members of the public present at the regular meeting location of the body can hear and see all discussion and testimony and all votes of members of the body;

(3) at least one member of the body is physically present at the regular meeting location; ~~and~~

(4) all votes are conducted by roll call so each member's vote on each issue can be identified and recorded; and

(5) each location at which a member of the body is present is open and accessible to the public.

(b) A meeting satisfies the requirements of paragraph (a), although a member of the public body participates from a location that is not open or accessible to the public, if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:

(1) the member is serving in the military and is at a required drill, deployed, or on active duty; ~~and or~~

(2) ~~the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public.~~

(2) the member has been advised by a health care professional against being in a public place for personal or family medical reasons. This clause only applies when a state of emergency has been declared under section 12.31, and expires 60 days after the removal of the state of emergency.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 2. **[524.2-503] HARMLESS ERROR.**

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 33--H.F.No. 281

An act relating to Open Meeting Law; modifying requirements for attendance by interactive television; amending Minnesota Statutes 2018, section 13D.02, subdivisions 1, 2, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2018, section 13D.02, subdivision 1, is amended to read:

Subdivision 1. **Conditions.** (a) A meeting governed by section 13D.01, subdivisions 1, 2, 4, and 5, and this section may be conducted by interactive television so long as:

(1) all members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present;

(2) members of the public present at the regular meeting location of the body can hear and see all discussion and testimony and all votes of members of the body;

(3) at least one member of the body is physically present at the regular meeting location; and

(4) each location at which a member of the body is present is open and accessible to the public.

(b) A meeting satisfies the requirements of paragraph (a), although a member of the public body participates from a location that is not open or accessible to the public if:

(1) the member is serving in the military and is at a required drill, deployed, or on active duty; and

(2) the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public.

Sec. 2. Minnesota Statutes 2018, section 13D.02, subdivision 2, is amended to read:

Subd. 2. **Members are present for quorum, participation.** Each member of a body participating in a meeting by ~~electronic means~~ interactive television is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Sec. 3. Minnesota Statutes 2018, section 13D.02, is amended by adding a subdivision to read:

Subd. 6. **Record.** The minutes for a meeting conducted under this section must reflect the names of any members appearing by interactive television and state the reason or reasons for the appearance by interactive television.

Presented to the governor May 17, 2019

Signed by the governor May 17, 2019, 5:51 p.m.

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**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a regular meeting on Tuesday, July 14, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor John LeTourneau
Councilmember Mark Kuzma
Councilmember Jeff Menth
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Chief Jeff Katers
Deputy City Administrator Timothy Gladhill
Communications and Events Coordinator Megan Thorstad (attended remotely)
City Attorney Joe Langel

1. CALL TO ORDER

Mayor LeTourneau called the regular meeting of the Ramsey City Council to order at 7:00 p.m., followed by the Pledge of Allegiance led by Mayor LeTourneau.

City Administrator Ulrich stated that all members of the Council are attending in person, but members of the public are invited to participate in person (in limited capacity) and virtually due to the COVID-19 pandemic.

2. PRESENTATION

None.

3. CITIZEN INPUT

Scott Newman, 16411 Dysprosium St NW, stated that he is present to speak about the ongoing code violations at 5431 164th Lane NW. He stated that he went around the neighborhood the previous day to speak with the neighbors and their concerns related to this property. He stated that there are vehicles, trash, a number of barking dogs, and other issues that have existed since 2012. He stated that the Council adopted a Resolution #19-187 last August in attempt to resolve the situation. He noted that a follow-up Resolution #20-025 was adopted by the Council in January.

He stated that has not done anything either. He stated that the neighbors repeatedly call staff and he has yet to see even one day of compliance. He noted that one day there were 12 vehicles/trailers on the property. He stated that the neighbors are very frustrated that there has not been any progress on this property. He noted that sometimes there are a few days when the number of vehicles is reduced to six, but the number of vehicles simply goes back up after a few days. He stated that staff has decided that eight vehicles could now be on the property due to the number of licensed drivers and yet the property still remains out of compliance. He stated that the neighbors are concerned that some of these issues could cause other problems, using the example of rodents coming because of the trash on the property or groundwater issues that could arise from the vehicles on the property. He stated that after two Resolutions adopted by the Council there is still no progress being made and the neighborhood simply wanted to express concern that it is still not being addressed.

Mayor LeTourneau thanked the resident for providing this input. He stated that this input is an important step for the nuisance case and noted that staff can work with the resident in another way. He recognized that there are cases in the City that continue to have Code violations and require more work.

Deputy City Administrator Gladhill stated that he can speak to the vehicles and items allowed, but not the barking dogs. He stated that he was told that the owner obtained the necessary licensure for the animals. He confirmed that there was a major issue with the vehicles and storage on the property, which was more noticeable when Community Development took on the case. He stated that there was more junk and debris in the backyard. He noted that the resident is a senior citizen and does not have much family in town, therefore staff was willing to work with the resident to provide additional time. He stated that there is an active abatement notice that was sent earlier this week with a ten-day compliance period. He noted that action would bring the total number of vehicles under the number of six. He provided an update on the fines and future abatement that could continue to occur for the property.

Mayor LeTourneau summarized that there was a period of time in which the property came into compliance and therefore that case was closed out. He noted that when the property had additional violations, that triggered a new enforcement case, which started the clock over again but now that the abatement process has begun, enforcement can continue on a more swift schedule.

Mr. Newman stated that he disagrees that the property came into compliance at any time during that period. He noted that the number of trailers continues to not be counted in the total number of items allowed on the property. He stated that there are five pitbulls on the property and if a kennel license was going to be issued, that would require a public hearing.

Greg Drahosh, 5451 164th Lane NW, stated that he is the neighbor to the west of the property in discussion. He asked if the dog licensure mentioned by staff was a kennel license. He stated that he was informed that a kennel license would require a public hearing and he would be notified of such action. He stated that he has yet to be notified of that request. He stated that the dogs bark at all times of the day and night and is a nuisance. He stated that this has been a frustrating issue that this property has not come into compliance.

Mayor LeTourneau encouraged the residents to call to voice their issues with the dogs in order to have those issues documented.

Deputy City Administrator Gladhill stated that he has yet to hear the dogs bark when he is on the site. He stated that there was flexibility given through the winter and due to COVID, but noted that enforcement will happen more quickly and aggressively going forward.

4. APPROVE AGENDA

Mayor LeTourneau noted that it has been requested to move Item 5.10 from the Consent Agenda to the regular Council Business for discussion.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Musgrove, Kuzma, Menth, and Specht. Voting No: None.

5. CONSENT AGENDA

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to approve the following items on the Consent Agenda:

- 5.01: Approve the following Meeting Minutes:
 - 1) City Council Work Session dated June 23, 2020
 - 2) City Council Regular dated June 23, 2020
- 5.02: Approve Business Licenses
- 5.03: Approve Rental Licenses
- 5.04: Approve Revisions to the Staff Allocation in Building Inspections
- 5.05: Adopt Resolution #20-145 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 18, 2020 through July 8, 2020
- 5.06: Adopt Resolution #20-139 Approving Corrections to the Plat Known as Pearson Place (Project No. 16-31a); Case of Otto Associates
- 5.07: Adopt Resolution #20-140 Appointing Election Judges for the Primary Election on August 11, 2020
- 5.08: Adopt Resolution #20-141 Authorizing Use of Anoka County Housing and Redevelopment Authority Funds for Puma Street Improvements, Improvement Project #20-04
- 5.09: Adopt Resolution #20-142 Authorizing Requests for Quotes to Relocate Sand Stockpiled on The COR Infiltration Basin Site to Municipal Plaza Park
- ~~5.10: Adopt Resolution #20-143 Approving Second Addendum to Lease with Youth First Community of Promise for Use of Outdoor Areas~~ This item was removed from the Consent Agenda and considered as Item 7.06
- 5.11: Adopt Resolution #20-147 Approving Expansion of Lawful, Non-Conforming Driveway at 15710 Saint Francis Boulevard NW

5.12: Adopt Resolution #20-148 Authorizing Bid Letting for Public Works Facility Project #20-07

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Kuzma, Musgrove, Riley, and Specht. Voting No: None.

6. PUBLIC HEARING

6.01: Public Hearing: Introduce Proposed Ordinance #20-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Introduce Proposed Ordinance #20-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Introduce Proposed Ordinance #20-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey

Presentation

City Administrator Ulrich introduced the case related to implementation of a franchise fee which would be used for pavement management. He provided details on the pavement management program in Ramsey and a summary of the details of the 2015 through 2019 pavement management summary which used the assessment method. He reviewed the funding options identified in the staff report.

Finance Director Lund reviewed the remainder of the staff report and recommendation to introduce the respective ordinances related to implementing a franchise fee on said utilities.

Councilmember Musgrove asked for clarification on the administrative fee and the change from five to ten percent.

Finance Director Lund explained that the ten percent includes all administrative costs associated with staff time and the public hearings.

Public Hearing

Mayor LeTourneau called the public hearing to order at 7:37 p.m.

Citizen Input

Jim Benson, 14131 Junkite St NW, stated that he is a member of the Charter Commission and therefore has a special interest in this. He stated that in his opinion, a franchise fee is the wrong form of road funding as it is a regressive tax that charges people that do not own property. He stated that residents that have gas or electric service will be charged, whether or not they own property or use the roads. He stated that people would pay less through funding the road improvements through the tax levy. He reviewed two different calculations that he used to determine how the City could fund roads through property taxes. He reviewed language within Chapter 8 in the Charter, which he believes is being corrupted. He believed that the only people

that would benefit from this change in funding would be properties with values over \$301,000. He stated that property taxes are deductible, but franchise fees are not.

Brian Walker, 17289 Variolite St NW, asked for clarification on the line items within the \$1,900,000.

Finance Director Lund explained the items that added together equate to the \$1,900,000.

Ken Madden, 6021 145th Ln NE, stated that he is against the whole idea of franchise fees. He stated that inevitably it will never be enough. He stated that this does not make sense. He stated that although there is a five-year sunset, the membership of the Council could be different in five years and the choice could be made to increase the franchise fee. He stated that \$14 per month will not hurt him, it will hurt others in the community that perhaps do not have a car and would receive no benefit from this. He stated that an excise tax could be used as that would be based of those that have a driver's license. He asked that other methods be reviewed.

City Administrator Ulrich stated that an excise tax is not available in Minnesota. He confirmed that the Statute would need to be changed at the State level in order to make those other funding mechanisms available to cities.

Mayor LeTourneau noted that the Council has discussed many other options over the years, as these discussions have occurred on a Council level since 2013. He stated that everyone agrees that the roads need to be fixed and that a method needs to be chosen to fund that improvement.

Dede Larson, 14990 Waco St NW, commended the Council for the years when she did not pay attention because things were going well. She stated that Waco Street was repaired with the exception of one block. She stated that her road segment is not scheduled to be repaired until 2029. She stated that she does not support the franchise fee as that is a tax. She stated that government is meant to protect the people and provide roads and believes that is what her tax dollars should be spent on. She questioned why the budget in Ramsey is not sufficient to provide for the roads. She recognized that the method of assessment is tough. She asked what is included in the budget that should not be, noting that roads should be included.

Councilmember Riley stated that the Council and Public Works is aware of that section of road on Waco, noting that he has complained about that segment in the past.

Mr. Benson stated that he has been engaged in discussions on this topic on social media, noting that one comment was made that senior citizens have difficulty paying assessments compared to the franchise fee method. He asked if assessments can be spread out over time for repayment.

Finance Director Lund replied that reconstructions can be spread over 20 years and an overlay can be spread over ten years.

Mr. Benson commented that seems like a long time to be able to spread the cost of an assessment. He noted that if an assessment could be spread over ten or 20 years, that should be less than the franchise fees. He stated that utilities have nothing to do with the roads and therefore the property

taxes should be the method to fund the improvement. He stated that the benefit by the roads is realized by those that own property.

Mr. Madden commented that he previously lived in Andover and received an assessment of \$4,000, which was spread over ten years and he believed to be a reasonable cost. He stated that he did go to the City Council to complain about that assessment but still believed that an assessment would be a more reasonable method of funding.

Mayor LeTourneau stated that there seems to be a concern about what the franchise fee is called. He recognized that franchise fees are a tax and the Council agrees with that point. He stated that funds have to be collected in one way or another and it is a tax. He stated that of the options available, none are perfect and therefore they are trying to find the best method for the community.

Mr. Walker stated that he is glad to hear the Council admit that this would be a tax on the residents. He stated that the Minnesota Supreme Court has already ruled on the fees that cities are charging and are calling it a tax. He cautioned against collecting fees that could need to be paid back. He stated that he believes that the Council will approve this, no matter the comments made tonight. He believed that a five-year trial period is too long, as many of the members of the Council may not be here in five years which means that there would not be accountability. He commented that those that support this should need to be accountable. He stated that transparency is lost in budgeting by using these types of fees and therefore people are not held accountable for the decisions they make for the residents.

Mayor LeTourneau commented that the ordinance could be introduced and passed by the Council. He asked if the Council would have the power to rescind the ordinance during that five-year period.

City Administrator Ulrich commented that as with any ordinance adopted by the Council, the Council can change or modify the ordinance at any time. He explained that the reason for the five-year review is to keep the accountability.

Mayor LeTourneau commented that the assessment policy was done in the same manner, with a five-year trial period. He stated that the Council will continue to state that this is a transparent tax that will be used as dedicated funding for roads. He stated that he would be open to having a discussion of how that could be made better.

Chelsea Howell, 5250 156th Ln NW, stated that she agrees with the comments made thus far that a franchise fee is a regressive tax. She did not believe now is the time to burden people with additional taxes. She stated that she is concerned for the residents that have already paid assessments and asked for details on how those residents would be impacted.

Finance Director Lund provided additional clarification on what those residents would be eligible for.

Ms. Howell stated that she does not feel it is fair to double tax people. She stated that the majority of what residents want should be taken into consideration and noted that everyone tonight has spoken against this idea.

Josh Fuerick, 14573 Bowers Drive, stated that at the end of the day, this is the cheapest way for residents to fund the road improvements needed. He stated that this is the most efficient way of funding. He noted that even though an assessment can be paid over years, interest is charged, and the City is bonding which adds additional cost. He noted that time is also wasted by people complaining about the assessments and petitioning against road projects. He commented that each person is charged the same amount, regardless of property value. He stated that the City should look to spend the least amount of money to fix the roads and move on. He stated that the people that have been charged assessments most likely support the \$14 monthly payment over the \$6,000 assessment they were charged.

Mr. Benson reviewed the language related to Chapter 8 of the City Charter related to special assessments. He stated that this language was developed prior to the idea of franchise fees even being thought of. He stated that if the City wants to use franchise fees there should be a City referendum to remove the special assessment section from the City Charter.

Troy Cooper, 15160 Cobalt St NW, stated that when high density housing was added to Ramsey, the idea was that housing product would add to the tax base. He asked where those funds went as they did not require additional roads for those structures. He asked the protections that would be in place to prevent tax increases as franchise fees would be outside of that cap. He commented that from 2019 to 2020 his property taxes increased 4.5 percent and the franchise fee would be another six percent per year. He stated that he is also a business owner in Ramsey so would be paying twice.

City Administrator Ulrich stated that the additional tax base is reflecting in the annual budget and levy, therefore the value of the apartments is shown and offset the levy. He stated that if the rates in the ordinance were changed, the same process would need to be followed with public hearings. He stated that currently there is not a property tax cap on the levy. He stated that there have been levy limits in the past, set by the State, but the State has not placed a limit in the past several years.

Finance Director Lund stated that a property tax amount would be based off the area of the City the property is located in. She provided further clarification on the TIF District and the funds collected through that method. She explained that for the development that occurs within The COR, the value of those improvements has to stay within the TIF District for a set period of time.

Mayor LeTourneau commented that the TIF Districts are meant to help development and attract different uses within those TIF Districts based on planning.

Finance Director Lund explained that the property tax dollars for those developments have restrictions on what they can be used for during that set period.

Mr. Benson asked if property tax dollars within The COR could not be used for road improvements outside of that area.

Finance Director Lund stated that properties built within that tax increment district would have restrictions. She noted that the property taxes generated by the land value itself would go into the

general fund. She provided additional clarification on tax increment districts and financing and how those funds could be used.

Deputy City Administrator Gladhill read aloud an email received earlier today from the property owners at 14431 Wolfram St NW that was distributed to the Council which supports the franchise fee.

Matt Look, 2614 Wingfield in Anoka, stated that the Council has a tough job. He noted that his first vote as a Councilmember in Ramsey was a \$1,500,000 road project in Ramsey. He stated that after a while perhaps the members of the Council become numb to the cost of road projects. He stated that Anoka County is the second fastest growing County and Ramsey is one of the fastest growing communities. He stated that the concept of previous Councils kicking the can down the road on road projects is true as many Councils did not want to tackle that issue. He stated that when he was on the Council, \$1,500,000 was allocated for roads. He stated that decisions have to be made on how funds will be spent, such as the \$20,000,000 City Hall building. He noted that a fire station was torn down and a \$5,000,000 fire station was constructed in its place. He stated that tonight the Council will consider a Public Works Facility, which is a priority. He noted that roads are a priority but have not been identified as a priority in the budget. He stated that there are certain jobs that the government is required to do, such as roads and unfortunately this becomes an issue of needs and wants. He stated that the need in Ramsey is roads and has been for a long time. He asked the Council to consider what the current budget is being spent on and whether those are needs or wants.

Mayor LeTourneau stated that it is difficult to make tough decisions such as this, noting that he has not yet felt numb to any of those decisions. He appreciated the acknowledgement of the difficulty in making these decisions. He stated that it is unfortunate that a sustainable road funding could not have been found when Mr. Look was on the Council or prior to his time on the Council. He stated that they have learned from those past examples that dedicated funding is needed. He stated that Ramsey is a community that is growing and therefore something cannot be ignored to fix something else and therefore they try to do the best job of managing all the needs of the community.

Deputy City Administrator read aloud a written comment from the residents at 6040 Radium Circle NW which states that they support the franchise fee method as over a 30-year period the \$14 per month would be cheaper than the assessment they would receive if their upcoming road project were assessed.

City Administrator Ulrich advised of an online survey available for residents, noting that written copies are also available at City Hall.

Mr. Madden stated that he does not see a guarantee that the fee would remain \$14 per month in perpetuity. He stated that he likes that this would be dedicated funding but does not like the lack of transparency in how the fee could be increased.

Mayor LeTourneau commented that the amount of the fee would be set in ordinance and therefore for that amount to change, the ordinance itself would need to change.

Motion by Councilmember Kuzma, seconded by Councilmember Musgrove, to close the public hearing.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Kuzma, Musgrove, Menth, Riley, and Specht. Voting No: None.

The public hearing was closed at 8:27 p.m.

Council Business

Councilmember Specht thanked everyone that has taken time to provide input. He stated that everyone agrees that the roads need to be fixed. He stated that City services are offered through the property tax and therefore he believes roads should be done in the same manner. He commented that people would be assessed based on the value of their home, as they are with the other City services. He stated that franchise fees would tax those in apartments and non-profits which serve people in the community.

Councilmember Riley stated that the Council has discussed this many times over the past several years and a lot of information has been reviewed and debated. He agreed that this is a tax. He stated that properties assessed for road improvements are not the only ones that benefit from the improvement and provided examples of Jarvis, Andre, and Sunwood in which the few properties on the road were assessed but many others benefit. He noted that the assessment process has an additional administrative cost of ten percent and the debt portion has become a problem for the City. He stated that everyone uses the roads, regardless of whether they own a vehicle. He stated that this franchise fee has been planned to fully account for the road needs of the community. He stated that in the past up to \$6,636 has been assessed for a road project, which equates to 40 years of franchise fees. He stated that many neighboring cities use franchise fees. He stated that the other choice would be to place the road improvements on the tax levy. He stated that if the City were to levy the amount of money needed for streets that would equate to a 15 percent increase in taxes. He stated that levies are not based on income, but rather property value. He stated that while there may be some correlation between income and property value, that is not always the case. He stated that in the last few years about 10 percent of those that file taxes itemize their tax return, which goes towards the argument that property taxes can be itemized. He stated that this Council is accountable every time there is an election.

Councilmember Musgrove stated that there has been a lot of discussion about this topic in worksessions. She stated that she appreciates the input from the residents today and the majority of residents would prefer to have roads funded through assessments or the levy. She commented that roads have not been a priority in Ramsey for a long time. She commented that the \$500,000 included in the budget for roads is laughable. She stated that the comments from residents tonight support the comments she has made throughout this discussion. She stated that residents can receive a property tax refund, whether they rent or own. She commented that franchise fees have to be paid and do not go away. She stated that there is no guarantee that taxes will not increase if this franchise fee is passed. She stated that she will not support this ordinance.

Mayor LeTourneau asked how debt is carried for the road debt.

Finance Director Lund explained how the road bonds are carried as debt and included in budgets. She stated that currently the City has four bonds for road debt, which are carried over 20 years.

Mayor LeTourneau stated that in addition to the \$500,000 that is annually budgeted for roads, the City also has the road bonds included in the budget as debt.

Councilmember Kuzma stated that the Council considers the roads very important as he was a part of the team that enacted the assessment process. He stated that the roads are rated annually, and they attempt to address the worst roads each year. He stated that the City has done radar penetrating throughout the City and has found that roads built 25 years ago did not meet the requirements for bituminous, therefore there is not enough road to complete a mill and overlay and a reconstruction is needed. He stated that this has become a huge problem that will not go away. He stated that the franchise fee will provide that dedicated funding in order to really tackle this problem in a fair manner. He stated that if the roads are put on the tax levy, the taxes will increase. He stated that he supports this action.

Councilmember Menth stated that each year the City was taking out debt to fix roads, noting that there are four road bonds. He stated that each year the City pays interest on that debt and if the City continues with the program of borrowing the money and assessing the residents, by 2029 the City would be paying \$2,300,000 on interest and debt.

Mayor LeTourneau stated that they need to monitor how the money is spent for the City for the best interest of the community. He stated that the reality of accumulating that much debt and paying that much in interest does not feel fiscally responsible. He stated that the franchise fee is a much more fiscally responsible way to collect the funds and use the money. He stated that ultimately this will save the City millions of dollars.

Councilmember Musgrove stated that she is not for debt and would want to see a line item in the budget. She stated that her concern is that the Councils in the past have not done the job necessary for the City in terms of roads. She stated that she will not support this action.

Motion by Councilmember Musgrove, seconded by Councilmember Specht, that Ramsey fund its roads through a byline budget of a number between \$1,000,000 to \$1,300,000 with a 25 percent assessment or 100 percent levy.

Further discussion: Councilmember Specht stated that he believes including the funding through the budget would be the best idea. He stated that he is unsure of the exact figures included in the motion and believe that the funds needed should be allocated. He stated that including the item in the budget is the most transparent method. Councilmember Kuzma stated that he would oppose this as that would equate to a 15 percent increase in the budget along with other road debt, which would be a 20 percent increase in taxes and would make Ramsey less attractive for businesses. Mayor LeTourneau stated that there were many comments related to controlling and managing this. He stated that he likes that this would do that through ordinance. He noted that a previous Council set aside funding for roads which was reversed by a later Council. He stated that there

was a discussion of the levy increasing by 15 percent in the worksession earlier tonight, which related to then budgeting less amounts for roads. He explained that is how the can gets kicked down the road and there would not be enough control and guidelines. Councilmember Specht stated that this would add a whole new tax, which is still an increase.

Motion failed. Voting Yes: Councilmembers Musgrove and Specht. Voting No: Mayor LeTourneau, Councilmembers Kuzma, Menth and Riley.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to Introduce Proposed Ordinance #20-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Introduce Proposed Ordinance #20-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey, and Introduce Proposed Ordinance #20-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Kuzma, Riley, and Menth. Voting No: Councilmembers Musgrove and Specht.

Mayor LeTourneau briefly recessed the meeting.

Mayor LeTourneau reconvened the meeting.

7. COUNCIL BUSINESS

7.01: Approve a Professional Services Contract Extension for the Tinklenberg Group

City Administrator Ulrich reviewed the staff report and recommendation to approve the contract extension as outlined in the proposal.

Allen Tinklenberg, The Tinklenberg Group, provided an update on the special session that should begin the following week and highlighted the main topics of discussion. He stated that he feels good about the additional funding opportunities for Ramsey and the Highway 10 project. He stated that the only issue will be whether the discussion on other issues can come together to pass a bonding bill. He stated that with the issues that everyone is facing because of COVID, the City has not been able to take more of a victory lap for the \$40,000,000 that was awarded to the community for the project. He reviewed some of the discussions that laid the groundwork for the grant to be awarded and noted that it is a huge success. He stated that the grant has a deadline, which is good and puts the pressure on other entities to help this project move forward.

Councilmember Specht commented that Mr. Tinklenberg is great at what he does.

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to approve a 12-month extension to the contract with The Tinklenberg Group.

Further discussion: Councilmember Musgrove asked for details on the Highway 10 workgroup and how often that group is meeting during the recent times. Mr. Tinklenberg stated that there have not been regular meetings because of COVID, noting that the group last met in January to

ensure the entities were coordinating in terms of effort and moving forward. He noted that the proposed legislation was written and agreed upon at that time. Councilmember Musgrove asked if Mr. Tinklenberg could come back to the August 26th Council meeting to provide an update. Deputy City Administrator Gladhill stated that there have been some meetings of the Highway 10 coalition, just on a smaller scale and noted that Mr. Tinklenberg has also participated in other meetings on behalf of the City.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Kuzma, Musgrove, Riley, and Specht. Voting No: None.

7.02: Introduce Ordinance #20-10 Amending Bulk Standards in the R-1 Residential District

Deputy City Administrator Gladhill reviewed the staff report and recommendation to introduce Ordinance #20-10 amending the bulk standards in the R-1 Residential District.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to Introduce Ordinance #20-10 Amending Bulk Standards in the R-1 Residential District.

Further discussion: Mayor LeTourneau expressed appreciation to staff and the Planning Commission for the input they provide.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Musgrove, Kuzma, Menth, and Specht. Voting No: None.

7.03: Adopt Resolution #20-149 Formally Canceling the 2020 Happy Days Festival

Communications and Events Coordinator Thorstad reviewed the staff report and recommendation to formally cancel the 2020 Happy Days Festival and continue preparations for a series of smaller, socially distant activities referred to as Happy Daze. In addition, staff recommends entering into negotiations with Hello! Booking Inc. to reschedule the Happy Days Main Stage Entertainment performance by G.B. Leighton.

Councilmember Specht thanked staff for their work on this case. He asked if the fireworks would occur.

Communications and Events Coordinator Thorstad stated that was on a draft schedule with a cost between \$5,000 to \$8,000. She explained that was removed because it was the most expensive activity. She noted that could be added back if interested.

Councilmember Riley stated that he would be supportive of looking into a fireworks show. He stated that the car show is shown as its own event and asked if it could be combined to occur with the other activities.

Communications and Events Coordinator Thorstad confirmed that the event time could be changed to better align with the other activities.

Motion by Councilmember Menth, seconded by Councilmember Musgrove, to Adopt Resolution #20-149 Formally Canceling the 2020 Happy Days Festival.

Further discussion: Councilmember Specht stated that he respects and understands the need to do this, but personally does not like the idea of canceling the event. He stated that he does support the other activities occurring but noted that he will not be supporting this motion. Mayor LeTourneau appreciated the effort of staff to provide some type of community celebration during this time of COVID. He recognized that staff time is at a premium right now and encouraged staff to come forward if there are issues planning for the alternate activities.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Musgrove, Kuzma, and Riley. Voting No: Councilmember Specht.

7.04: Introduce Ordinance #20-15 Approving an Addition to Chapter 54 of the City Code: Traffic and Vehicles (Municipal Parking Ramp Regulations)

City Administrator Ulrich reviewed the staff report and recommendation to introduce and finally adopt the ordinance to establish governing the use of the Ramsey Parking Ramp.

Motion by Councilmember Menth, seconded by Councilmember Riley, to Introduce Ordinance #20-15 Adding to Chapter 54 of the City Code: Traffic and Vehicles.

Further discussion: Councilmember Specht thanked staff for their work on this, noting that he has received multiple complaints from residents related to this topic and is happy the City is able to address the issue. Councilmember Musgrove commented that this will make it easier for staff to enforce the issue and appreciated the work of staff.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Riley, Kuzma, Musgrove, and Specht. Voting No: None.

7.05: Motion to Update the Remote Attendance Policy

City Administrator Ulrich reviewed the staff report and recommendation to approve the updated Remote Attendance Policy.

Councilmember Riley asked if this is based on State law or the interpretation of the City, specifically related to the unlimited number of times this could be done.

City Administrator Ulrich stated that the State law does not limit the number of times a Councilmember could remotely attend a meeting and the previous pilot policy of Ramsey was more restrictive.

Councilmember Riley stated that he supports the changes to the policy with the exception of the unlimited number of times for a member to attend remotely.

Mayor LeTourneau stated that he is interpreting that language to be flexible enough to allow someone that may have been exposed to the virus to not attend, or perhaps a member that did not feel safe about attending. He stated that placing a restriction on that would restrict someone's ability to make a decision based on their health. He stated that if COVID were to go away, the restriction could be put back in place if desired.

Councilmember Menth stated that he agrees with Mayor LeTourneau as it is unknown as to what will occur with COVID in the next year and therefore does not support putting a number on the number of times someone can participate remotely.

Councilmember Musgrove stated that she would support putting a limitation on the ability to attend remotely. She stated that if there is a government mandate, the City could operate remotely under that provision. She suggested placing a limit of three times per year for remote attendance.

City Administrator Ulrich stated that a government mandate would supersede the policy, as would an emergency declaration.

Mayor LeTourneau stated that his wife is very susceptible to the virus and he struggles with the decision to attend the meetings every time because he is scared to bring the virus home. He stated that if a limit of three is put on the policy, he is unsure he would be able to fully participate.

Councilmember Specht stated that perhaps this could be reevaluated in six months and a limit could be placed on the policy at that time if the COVID challenges have decreased.

Motion by Councilmember Kuzma, seconded by Councilmember Menth, to approve an updated Remote Attendance Policy.

Motion failed. Voting Yes: Mayor LeTourneau, Councilmembers Kuzma, and Menth. Voting No: Councilmembers Musgrove, Riley, and Specht.

Motion by Councilmember Specht, seconded by Councilmember Riley, to approve an updated Remote Attendance Policy, with direction for this item to be reviewed by the Council in six months.

Further discussion: Councilmember Musgrove stated that she believes the only part of the policy that would need to be revisited would be related to the number of times a member could attend remotely and asked if the motion should be adjusted to only consider that. Councilmembers Specht and Riley confirmed that additional language could be included.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Specht, Riley, Menth, and Musgrove. Voting No: Councilmember Kuzma.

7.06: Adopt Resolution #20-143 Approving Second Addendum to Lease with Youth First Community of Promise for Use of Outdoor Areas

Deputy City Administrator Gladhill reviewed the staff report and recommendation to approve the addendum to the lease with Youth First Community of Promise for use of outdoor areas.

Councilmember Kuzma asked why this item was pulled from the Consent Agenda.

City Administrator Ulrich stated that Councilmember Musgrove requested that the item be pulled from the Consent Agenda on Monday, which did not meet the deadline to change the agenda.

Councilmember Kuzma stated that he would appreciate if the Councilmembers would follow the deadline of submitting their request to pull an item from the Consent Agenda in order to provide the other members of the Council time to review the case in more depth.

Councilmember Musgrove commented that she had additional questions when reviewing the case and therefore asked it to be pulled. She referenced the rent for the second part, which is \$1, and noted that the land is not being charged for. She stated that she would not want to set the precedent that the City would not charge for things because it is a vacant City owned lot.

Deputy City Administrator Gladhill confirmed that as part of the City's contribution to the non-profit organization, the City does not charge rent.

Councilmember Musgrove stated that in the original discussion only additional inside office space was mentioned and not the outside yard area. She asked if insurance requirements would change for this use.

Deputy City Administrator Gladhill stated that there would not be an additional cost to the City. He explained that the City holds insurance as the property owner and the non-profit holds its own insurance for the use.

Councilmember Musgrove commented that even though this is an open lot, it is on the market for sale.

Deputy City Administrator Gladhill stated that the lot is not listed for sale.

Councilmember Musgrove stated that she wants the public to be aware that this is a lease and not just a group using vacant City owned land.

Mayor LeTourneau stated that the Council reviews things on a case by cases basis, taking into consideration all elements of the case and therefore does not believe that precedent is ever set by taking action.

Deputy City Administrator Gladhill stated that it was the intent of staff to allow the organization to use the outdoor space, it just was not included in the lease, which is why it was included in this addendum.

Councilmember Riley stated that this is for Youth First, which is a non-profit that helps youth in the community. He stated that the City works with the organization and provides a low rent as a

form of contribution to the non-profit. He stated that it is unlikely that this parcel would be leased to another business or entity because it was purchased for the Highway 10 project.

Deputy City Administrator Gladhill commented that Ramsey is a part of the Board of the non-profit.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to Adopt Resolution #20-143 Approving Second Addendum to Lease with Youth First Community of Promise.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Kuzma, Menth, Musgrove, and Specht. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich presented Deputy City Administrator Gladhill an award for his assistance with remote meeting attendance and facilitating those meetings during the past few months. He thanked Deputy City Administrator Gladhill for all of the work and coordination he completed in order to help the City continue to meet during these past few months.

City Administrator Ulrich announced upcoming meetings and events.

Councilmember Musgrove provided a brief update on the work the Lower Rum River Water Management Organization is doing related to watershed based implementation funding.

Mayor LeTourneau stated that he visited the City of Andover with Councilmember Kuzma and many staff members continuing to explore the issue of water quality and drinking water management. He thanked Andover staff for hosting the City and sharing information.

9. ADJOURNMENT

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to adjourn the meeting.

Motion carried.

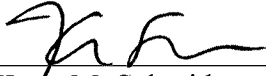
The regular meeting of the City Council adjourned at 9:53 p.m.

Respectfully submitted,



Kurtis G. Ulrich
City Administrator

ATTEST:



Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

A recording of this meeting is available for viewing online at www.qctv.org
<<http://www.qctv.org>>. Recordings are available for 36 months after the date of the meeting.

CC Work Session

3.1.

Meeting Date: 05/25/2021

By: Katie Schmidt, Administrative Services

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

Attached is the current list of future topics for work session discussion. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

Recommendation:

N/A

Outcome/Action:

For Council review - no formal action necessary.

Attachments

[Future Topics List](#)

Form Review

Inbox

Colleen Lasher

Kurt Ulrich

Form Started By: Katie Schmidt

Final Approval Date: 05/20/2021

Reviewed By

Colleen Lasher

Kurt Ulrich

Date

05/20/2021 09:14 AM

05/20/2021 02:07 PM

Started On: 05/14/2021 08:11 AM

<u>Tentative City Council Future Work Session Topics</u>		
Proposed Date	Topic	Minutes (Estimate)
06/08/21	Regular City Council Work Session	
	Discuss Non-union Compensation - Lasher	30
	Consider Increasing Liability Coverage - Lund	30
	Discuss allocation of stimulus funds through 12-31-24 - Lund	20
	Discuss the Comp. Annual Financial Report - Lund	30
06/22/21	Regular City Council Work Session	
	City Communications Quarterly Update - Staff	15
	Direction on Whether to Continue Waiving Late Fee Penalties on Quarterly Utility Bills	10
	Discuss the Water Treatment Plant with Ehlers - Lund	20
07/13/21	Regular City Council Work Session	
	Joint Work Session w/Planning Commission and EDA (The COR Master Plan and Highway 10 Land Use Plan)	TBD
	Discuss 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher 20	20
	Discuss the RFP for Legal Services - Ulrich	20
	Discuss the Data Practices Act & Requests/Lasher	20
07/27/21	Regular City Council Work Session	
	Fund Balance Quarterly Update - Diana Lund	10
	Draft Trail Maintenance Policy - Westby/Riemer	30
	Discuss 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
08/10/21	Regular City Council Work Session	
	Draft Stormwater Pond Maintenance Policy - Westby/Riemer	30
	Discuss the 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
08/24/21	Regular City Council Work Session	
	Discuss the 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
09/14/21	Regular City Council Work Session	
	Discuss the 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
09/28/21	Regular City Council Work Session	
	Discuss Union Negotiations (closed to the public) Lasher	20
10/12/21	Regular City Council Work Session	

	Discuss Union Negotiations (closed to the public) - Lasher	20
10/26/21	Regular City Council Work Session	
	Fund Balance Quarterly Update - Diana Lund	15
	Discuss Union Negotiations (closed to the public) - Lasher	20
11/09/21	Regular City Council Work Session	
	Annual Review of the Franchise Fee - Staff	30
	Discuss the 2022 Budget	30
	Discuss Union Negotiations (closed to the public) - Lasher	20
11/23/21	Regular City Council Work Session	
	Bi-Annual Communications Update	20
	Discuss the 2022 Budget	20
	Discuss Union Negotiations (closed to the public) - Lasher	30
12/14/21	Regular City Council Work Session	
	Discuss 2022 Council Appointments	30
Dates TBD:		
2021	Review procedure/policy/best practice for introduction of resolutions/proclamations - Ulrich	20
2021	Discuss the General Topic of Holding Joint Meeting(s) with the Council and Commissions & Other Cities. Based on discussion, future work sessions TBD.	20
2021	Discuss Historic Town Hall - Ulrich	30
2021	City Branding Presentation - Ulrich	40
2021	CR-5 Corridor Study Review - Westby	45
2021	Park System Plan - Riemer/Riverblood	60
2021	Accounting of City Engineering Staff Time for City Projects - Westby	30
2021	Consider Updates to Property Maintenance Code	30