

AGREEMENT BETWEEN

CITY OF RAMSEY

AND

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



LICENSED CAPTAINS

January 1, to ~~2025~~2022 - December 31, ~~2026~~2024
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. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the 'Rules Governing the Arbitration of Grievances' as established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and LELS, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS provided that each party shall be responsible for compensating its own representatives, attorneys, and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified

time limit or any agree extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS in each step.

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

ARTICLE 7: SENIORITY

- 7.1 Seniority shall be determined by the EMPLOYEE'S time in grade and may be posted in an appropriate location. Seniority rosters shall be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 7.2 All newly hired or rehired 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

Full-Time, Captains Vacation Accrual Schedule		
Years of Service (YOS)	Bi-weekly Accrual Rate	Vacation Days/Year
First Year	First day in the bargaining unit – Advanced 5 of 15 days 3.08 hours/pay period	15 days
2 nd through 5 th YOS	4.62 hours/pay period	15 days
6 th through 7 th YOS	5.54 hours/pay period	18 days
8 th through 9 th YOS	5.85 hours/pay period	19 days
10 th through 11 th YOS	6.15 hours/pay period	20 days
12 th through 15 th YOS	6.46 hours/pay period	21 days
16 th YOS	6.77 hours/pay period	22 days
17 th YOS	7.08 hours/pay period	23 days
18 th YOS	7.38 hours/pay period	24 days
19 th YOS	7.69 hours/pay period	25 days

For the purpose of accumulating additional vacation, an EMPLOYEE using paid holidays, earned vacation leave or ~~sick~~ESST 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 ~~FIFTEEN~~ ELEVEN (1145) EARNED SICK-AND SAFE TIME (ESST)

~~1. Article 15: Sick Leave~~

- 11.1 Effective January 1, 2025, all accrued and accumulated ~~sick~~ESST leave shall be designated as Earned Sick and Safe Time (ESST), under Minnesota Statutes §§ 181.9445-181.9448, as amended and shall be administered in accordance with the ESST statutes.

Waiver. The weather event provision in the statutory ESST law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit.

Every probationary, regular, and part-time EMPLOYEE is entitled to ~~sick~~ESST leave with pay. For full-time EMPLOYEES ~~sick~~ESST time shall accrue at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Part-time EMPLOYEES shall accrue ~~sick~~ESST leave on a pro-rata basis, but no less than one (1) hour for every thirty (30) hours worked. ~~Sick~~ESST leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than **15 minutes** ~~2-hours~~. Unused ~~sick~~ESST leave in excess of 960 hours at the end of a calendar year (January 1st) shall be converted to ~~vacation~~ the post employment healthcare savings plan at a rate of one hour ~~vacation~~ for each two hours of ~~sick~~ESST leave in excess of 960 hours.

- 11.2 ~~SickESST~~ leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE has communicated the request to ~~the supervisor a Police Supervisor~~, and is unable to perform work duties ~~due to reasons listed under Minnesota Statute §§ 181.9447, as amended, 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. SickESST 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.~~
- ~~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 as defined under Minnesota Statute §§ 181.9445 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 (or up to three (3) consecutive days), if vacation or compensatory time is chosen by as the EMPLOYEE may choose and have available.~~
- 11.3 To be eligible for ~~sickESST~~ leave with pay, an EMPLOYEE shall:
- 1) report as soon as possible to the employee's immediate supervisor the ~~need to utilize sickESST leave reason for the absence~~; and
 - 2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S ability to return to work;
- 11.4 Using or claiming ~~sickESST~~ leave for a purpose not authorized by ~~Article 51.2 Minnesota Statute §§ 181.9447, as amended~~ shall be cause for disciplinary action.
- 11.5 For the purpose of accumulating additional ~~sickESST~~ leave, an EMPLOYEE using earned vacation leave, ESST, compensatory time off or paid holidays is considered to be working.
- 11.6 Upon EMPLOYEE'S termination of employment with the EMPLOYER, thirty-three percent (33%) of the EMPLOYEE'S unused ~~sickESST~~ balance shall be deposited into the EMPLOYEE'S Health Care Savings Plan after five (5) years of continuous employment. ~~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 sickESST 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 ten (10) years of continuous employment service, the EMPLOYEE will receive forty-five percent (45%) of said EMPLOYEE'S unused, accumulated sick/ESST leave. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive fifty percent (50%) of unused, accumulated sick/ESST leave.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier, to be deposited into the EMPLOYEE'S Health Care Savings Plan

11.7-3 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. Immediate family for this section is defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of Employee's spouse's family.

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, in order to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member may be taken from EMPLOYEES earned sick and safe time accrual as available and as defined under Minnesota Statute §§ 181.9445, as amended. This leave shall be deducted from EMPLOYEES the earned sick and safe accrual.

If the need for funeral leave does not meet either the EMPLOYERS funeral leave policy or state statute for earned sick and safe time, EMPLOYEES may request vacation or compensatory time off as the EMPLOYEE may choose and have available.

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ARTICLE 12: INJURY ON DUTY (IOD)/CRITICAL INCIDENT COUNSELING

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~~ESST 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~~ESST 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~~ESST leave pay, which provides for more after-tax pay than the EMPLOYEE made while working.

An EMPLOYEE is involved in a critical incident if their 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.

1. Counseling Services. The City, at its discretion, may contract with an outside entity or individual to provide grief or trauma counseling services to any EMPLOYEE involved in a critical incident. The City's provision of such services is subject to the following provisions.

- A. The EMPLOYEE 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 EMPLOYEE involved in a critical incident if it determines that such services would improve the EMPLOYEE'S ability to perform his or her job duties.
- C. The City will not offer counseling services to any EMPLOYEE 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 EMPLOYEE'S involvement in a critical incident.
- E. The EMPLOYEE may attend counseling appointments while on-duty, without using accrued paid leave time.

2. Financial Limitations. The City will pay up to a maximum of \$2,500 towards any counseling service for an individual EMPLOYEE involved in a

critical incident. If an individual EMPLOYEE chooses to receive additional counseling, that EMPLOYEE is responsible for paying for such counseling.

3. **Authorization Required.** As a condition of receiving counseling services pursuant to this agreement, an EMPLOYEE must bring a signed note from the counselor to inform the City's Head of Human Resources of the date and time the EMPLOYEE received such services.
4. **Relationship with Counselor.** It is the parties' intention that any EMPLOYEE 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.
5. **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.

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
Juneteenth
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 EMPLOYEE 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 intent of the City is to conduct a market analysis to establish wages at the market rate average; however, if the market rate average causes a less than 15 percent separation in wages, based on Step six (6) of both the LELS Captain’s bargaining unit and the LELS Sergeant bargaining unit, wages shall be calculated at 15 percent over LELS Sergeants bargaining unit. The EMPLOYEES’ wages payable during the term of this Agreement shall be as follows:

2025 Wages

As a result of a wage analysis, the wage adjustment of 15% greater than the City’s LELS Sergeant’s bargaining unit is reflected in the 2025 wages. This includes a general wage increase and a 3% Cost of Living Adjustment. Wages will increase by 9.04% over the 2024 wage scale. The following salaries are calculated for January 1, 2025 through December 31, 2025 adding 9.04% to December 31, 2024 wages, effective on January 1, 2025

		<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
<u>Step One</u>	<u>80% of Step 6</u>	<u>53.508</u>	<u>9,275</u>	<u>111,297</u>
<u>Step Two</u>	<u>84% of Step 6</u>	<u>56.184</u>	<u>9,738</u>	<u>116,862</u>
<u>Step Three</u>	<u>88% of Step 6</u>	<u>58.859</u>	<u>10,202</u>	<u>122,427</u>
<u>Step Four</u>	<u>92% of Step 6</u>	<u>61.534</u>	<u>10,666</u>	<u>127,992</u>
<u>Step Five</u>	<u>96% of Step 6</u>	<u>64.210</u>	<u>11,130</u>	<u>133,556</u>
<u>Step Six</u>	<u>100%</u>	<u>66.885</u>	<u>11,593</u>	<u>139,121</u>

<u>Longevity Pay –</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
<u>Years are based on working as a supervisor in the Ramsey Police Department</u>			
<u>After 5 Years of Service / 2% Over Step 6</u>	<u>68.223</u>	<u>11,825</u>	<u>141,904</u>
<u>After 8 Years of Service / 4% Over Step 6</u>	<u>69.561</u>	<u>12,057</u>	<u>144,686</u>
<u>After 12 Years of Service / 6% Step 6</u>	<u>70.898</u>	<u>12,289</u>	<u>147,469</u>
<u>After 16 Years of Service / 8% Step 6</u>	<u>72.236</u>	<u>12,521</u>	<u>150,251</u>

2026 Wages

As a result of a general wage increase of 2% and a 3% Cost of Living Adjustment added to the adjusted wages; wages will increase by 5.06% over the 2025 wage scale. The following salaries are calculated for January 1, 2026 through December 31, 2026 adding 5.06% to December 31, 2025 wages, effective on January 1, 2026

		<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
<u>Step One</u>	<u>80% of Step 6</u>	<u>56.216</u>	<u>9,744</u>	<u>116,929</u>
<u>Step Two</u>	<u>84% of Step 6</u>	<u>59.026</u>	<u>10,231</u>	<u>122,775</u>
<u>Step Three</u>	<u>88% of Step 6</u>	<u>61.837</u>	<u>10,718</u>	<u>128,622</u>
<u>Step Four</u>	<u>92% of Step 6</u>	<u>64.648</u>	<u>11,206</u>	<u>134,468</u>
<u>Step Five</u>	<u>96% of Step 6</u>	<u>67.459</u>	<u>11,693</u>	<u>140,314</u>
<u>Step Six</u>	<u>100% of Step 6</u>	<u>70.270</u>	<u>12,180</u>	<u>146,161</u>

<u>Longevity Pay –</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
<u>Years are based on working as a supervisor in the Ramsey Police Department</u>			
<u>After 5 Years of Service / 2% Over Step 6</u>	<u>71.675</u>	<u>12,424</u>	<u>149,084</u>
<u>After 8 Years of Service / 4% Over Step 6</u>	<u>73.080</u>	<u>12,667</u>	<u>152,007</u>
<u>After 12 Years of Service / 6% Step 6</u>	<u>74.486</u>	<u>12,911</u>	<u>154,930</u>
<u>After 16 Years of Service / 8% Step 6</u>	<u>75.891</u>	<u>13,154</u>	<u>157,854</u>

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: based on the years working as a supervisor in the Ramsey Police Department, as follows:

<u>After 5 Years of Service / 2% Over Step 6</u>
<u>After 8 Years of Service / 4% Over Step 6</u>
<u>After 12 Years of Service / 6% Step 6</u>
<u>After 16 Years of Service / 8% Step 6</u>

~~18.3~~18.4 EMPLOYEE will contribute the following amounts of gross pay to the EMPLOYEE'S individual Post Employment Health Care Savings Account (HCSP):

~~5%3%~~ of gross pay to HCSP until 5 years prior to normal retirement age (55), at which time ongoing contributions will be ~~7%5%~~ of salary.

~~18.4~~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.~~

EMPLOYEEES assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification for 15 consecutive calendar days or greater shall be placed on the higher classification's pay scale such that the EMPLOYEE receives an increased gross wage as close to the EMPLOYEE'S current gross wages, plus a minimum of ten (10) percent over the EMPLOYEE'S current gross wages for the duration of the assignment. If the need for said assignment is not immediately known, but becomes known, the EMPLOYER will provide back pay effective upon the first full shift of said EMPLOYEE assuming the full responsibility and authority of the higher job classification, contingent upon reaching a minimum of 15 consecutive calendar days of said full responsibilities and authority. In situations where the need is not immediately known, the EMPLOYEE with the greatest seniority as Captain, will assume the full responsibility and authority of the higher classification. In all situations when the need becomes known, the EMPLOYER will select said EMPLOYEE at the EMPLOYER'S sole discretion, not necessarily based on seniority. The EMPLOYER reserves the right to stagger said assignment between EMPLOYEEES at its sole discretion.

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, ~~2025~~2022 and shall remain in full force and effect through and including December 31, ~~2026~~2024, and thereafter until modified or amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of ~~2024~~2021, per resolution #24-326.

FOR THE CITY OF RAMSEY:

BY: _____ Date
Mayor

ATTEST: _____ Date
City Administrator

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____ Date
Tim Frankfurth, Steward

BY: _____ Date
~~Jessica Mabin~~Tim Gannon LELS, Business Agent

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF RAMSEY AND LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL 408 CAPTAINS

ARTICLE 15 M.O.U. INSURANCE

ARTICLE NINETEEN (19) M.O.U. INSURANCE
January 1, 2025 to December 31, 2026 as described below:

1) Insurance: City monthly contributions for 2025 health insurance and life insurance:

The EMPLOYER will make the following contributions toward group health insurance coverage for EMPLOYEES enrolled in the City's health plan during 2025. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular EMPLOYEES.

Premiums or Waiver

- EMPLOYEE only (single) City contribution, not to exceed \$1102.50
- EMPLOYEE and Children City contribution: \$1544.20
- EMPLOYEE and Spouse City contribution: \$1621.20
- Family City contribution: \$2007.60, or
- Cash in lieu of City's insurance contribution of \$425.00 per month. Cash in lieu of coverage requires proof of other coverage.

Health Reimbursement Account/Health Savings Account

- Single plans with a \$3300 deductible receive \$160.00 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.
- EMPLOYEES waiving health insurance will not receive H.R.A. or H.S.A. contributions

2) Insurance: City monthly contributions for 2026 health insurance and life insurance:

The EMPLOYER will make the following contributions toward group health insurance coverage for EMPLOYEES enrolled in the City's health plan during 2026. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular EMPLOYEES. For purposes of payroll calculations, in the event the 2026 health insurance renewal creates an uneven number, the City's contribution will be round up to the nearest penny.

Monthly City Contributions to Premiums or Waiver

- EMPLOYEE only (single) City contribution will be paid at the dollar value equal to the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1207.24 in 2026; and
- EMPLOYEE and Children City contributions will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1690.90 in 2026; and
- EMPLOYEE and Spouse City contribution will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1775.21 in 2026; and
- Family City contribution will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$2198.32 in 2026; or
- Cash in lieu of City's insurance contribution of \$425.00 per month, but shall not exceed 50% of the least expensive 2026 single premium. Cash in lieu of coverage requires proof of other coverage.

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 \$ 3300 deductible receive \$160.00 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.
- EMPLOYEES waiving health insurance will not receive H.R.A. or H.S.A. contributions

January 1, 2022 through December 31, 2022 as described below:

1) City monthly contributions for 2022 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 2022. 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 premiums in 2022, not including contributions to the H.R.A./V.E.B.A. or H.S.A. are listed below.

Monthly City Contributions to Premiums

- Employee-only (single) City contribution, not to exceed \$877.50; and
- Employee and Children City contribution is \$1053.30; and
- Employee and Spouse City contribution is \$1106.10; and
- Family City contribution is \$1369.50; and

In addition to the premium contributions listed above, the city will contribute the following to 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

The Employer will pay \$370 per month in 2022 in lieu of all insurance benefits provided in this Section for employees who waive such coverage. 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 agree to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form.

2) City total monthly contributions for 2023 and 2024 health insurance, as follows:

A. 2023 and 2024 Premium Contributions

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's health plan during 2023 and 2024. 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 premiums in 2023 and 2024, not including contributions to the H.R.A./V.E.B.A. or H.S.A. are listed below:~~

~~Monthly City Contributions to Premiums~~

- ~~• Employee only (single) City contribution will be paid at the dollar value equal to the \$2500 Deductible Perform Network plan full premium, but not to exceed \$960.86 in 2023 and not to exceed \$1052.14 in 2024; and~~
- ~~• Employee and Children City contributions will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1153.36 in 2023 and not to exceed \$1262.93 in 2024; and~~
- ~~• Employee and Spouse City contribution will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1211.18 in 2023 and not to exceed \$1326.24 in 2024; and~~
- ~~• Family City contribution will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1499.60 in 2023 and not to exceed \$1642.06 in 2024; and~~

~~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~~

~~The Employer will pay \$370 per month in 2023 and 2024 in lieu of all insurance benefits provided in this Section for employees who waive such coverage. 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 agree "to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form.~~

~~B. 2023 and 2024 Premium Contributions if there is a Change in Total Premium Cost~~

~~The parties understand and agree that the Monthly City Contributions described in Paragraph A, above, are based on the premiums for the City's \$2,500 Perform~~

Network insurance program (“Perform Network”). In the event that there are changes to the Perform Network premiums for 2023 and 2024 the Monthly City Contribution will be adjusted as follows, but will not exceed the monthly City contributions listed on page 2 of this MOU:

~~1. Reduction in Premium~~

~~If the total premium cost of the Perform Network decreases in 2023 or 2024 the Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:~~

- ~~• Employee only (single): The City will contribute the total cost of the \$2500 deductible plan, Perform Network premium, but not to exceed the premium amount of the elected plan.~~
- ~~• Employee and Children: The City’s contribution will be reduced to 60% of the cost of the \$2500 deductible plan, Perform Network premium.~~
- ~~• Employee and Spouse: The City’s contribution will be reduced to 60% of the cost of the \$2500 deductible, Perform Network premium.~~
- ~~• Family: The City’s contribution will be reduced to 60% of the cost of the \$2500 deductible, Perform Network premium.~~

~~2. Increase in Premium~~

~~If the total premium cost of the Perform Network increases in 2023 or 2024 the Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:~~

- ~~• Employee only (single): The City will contribute the amount described in Paragraph A, plus the total increase in the premium cost for single coverage under the \$2500 deductible, Perform Network.~~
- ~~• Employee and Children: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Employee and Children coverage under the Perform Network.~~
- ~~• Employee and Spouse: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Employee and Spouse coverage under the Perform Network.~~
- ~~• Family: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Family coverage under the Perform Network.~~

~~3. Application of Paragraphs 1 and 2. In 2023 and 2024, if the total premium cost for the Perform Network is decreased due to the City being classified in a more favorable band or classification, and the total premium cost is impacted by the imposition of taxes under the Affordable Care Act, the Total Monthly City Contribution, as described in Paragraph A, will be adjusted as follows, but will not exceed the monthly City contributions listed on page 2 of this MOU:~~

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

~~In the event this MOU will or does cause penalties, fees, fines, or excise taxes to be assessed against the City or employees, the parties agree to renegotiate this MOU in a manner that eliminates the penalties, fees, fines, or excise taxes.~~

~~This MOU represents the complete and total agreement between the City and the Union regarding the subject matter herein. The parties agree that the MOU shall be in effect from January 1, 2022 through December 31, 2024 and shall sunset and cease to be effective on December 31, 2024.~~

FOR THE CITY OF RAMSEY:

BY:

Mayor

Date

ATTEST:

City Administrator

Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____

Tim Frankfurth, Steward

Date

BY: _____

| ~~Jessica Mabin~~ Tim Gannon LELS, Business Agent

Date