

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

**January 1, ~~2025~~2022– December 31, ~~2026~~2024**

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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. 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 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 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~~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 ~~December 31<sup>st</sup> of each year.~~ ~~March 1 of each year.~~ By ~~January 31<sup>st</sup>~~ ~~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 work after being on standby, he or she will forfeit the standby pay and shall receive the three (3) hour minimum 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 with continuous years of service with the EMPLOYER shall receive the following vacation accruals: 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.~~

Full-Time Sergeant Vacation Accrual Schedule		
<del>Effective Date</del> <del>Years of Service (YOS)</del>	Bi-weekly Accrual Rate	Vacation Days/Year
<del>1<sup>st</sup> through 5<sup>th</sup> YOS</del> <del>Start date</del>	3.08 hours/pay period	10 days
<del>6<sup>th</sup> through 10<sup>th</sup> YOS</del> <del>Anniversary</del>	4.62 hours/pay period	15 days
<del>11<sup>th</sup> through 15<sup>th</sup> YOS</del> <del>Anniversary</del>	6.15 hours/pay period	20 days
<del>16<sup>th</sup> YOS</del> <del>Anniversary</del>	6.46 hours/pay period	21 days
<del>17<sup>th</sup> YOS</del> <del>Anniversary</del>	6.77 hours/pay period	22 days
<del>18<sup>th</sup> YOS</del> <del>Anniversary</del>	7.08 hours/pay period	23 days
<del>19<sup>th</sup> YOS</del> <del>Anniversary</del>	7.38 hours/pay period	24 days
<del>20<sup>th</sup> YOS</del> <del>Anniversary</del>	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.

~~14.214.1~~ An EMPLOYEE’S accrued or “banked” vacation leave must be equal to or less than two times the yearly accrual by December 31<sup>st</sup> of each year; any accruals exceeding this amount will be forfeited.

~~14.314.2~~ Vacation leave may be used as earned subject to approval by the department head at the time at which it may be taken.

~~14.414.3~~ 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 FIFTEEN (15) — TRADITIONAL SICK LEAVE AND EARNED SICK AND SAFE TIME (ESST)**~~

~~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 for traditional sick leave and not less than fifteen minutes for earned sick and safe time. The combined unused total of traditional sick leave and earned sick and safe time 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. Earned sick and safe time eligibility and uses are broader than traditional sick leave. When claiming either traditional sick leave or earned sick and safe time, EMPLOYEES must designate which accrual bank to draw from, either the traditional sick leave or earned sick and safe time accrual bank.~~

~~15.2 Traditional sick leave may be granted by the EMPLOYEES'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. Traditional sick leave may also be authorized when the EMPLOYEES'S presence is necessary, for actual illness, injury, legal quarantine, or medical treatment in the EMPLOYEES'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 EMPLOYEES'S spouse's family.~~

~~15.3 Earned sick and safe time shall be administered per Minnesota Session Law, Chapter 53, Section 12, to be codified at Minn. Stat. §§181.9445 - 181.9448 by means of the Accrual and Carryover method.~~

~~15.4 Earned sick and safe time shall be accrued at a rate of one hour of paid leave for every 30 hours worked to a maximum of 48 hours per year and will be a subset of the normal accrual of 1 day for each calendar month of full time service or major fraction thereof. The remaining accrual, as described in Article 15.1, shall be applied to the traditional sick leave.~~

~~15.5 EMPLOYEES are eligible for carry over of accrued unused earned sick and safe time into the following year, but the total of earned sick and safe time carry over hours shall not exceed 80 hours.~~

~~15.6 Eligible earned sick and safe time uses shall include: 1. the EMPLOYEES'S mental or physical illness, treatment or preventive care; 2. a family member's mental or physical illness, treatment or preventive care; 3. absence due to domestic abuse, sexual assault or stalking of the EMPLOYEE or a family member; 4. closure of the EMPLOYEES'S workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and 5. when determined by a health authority or health care professional that the EMPLOYEE or a family member is at risk of infecting others with a communicable disease.~~

~~15.7 Eligible family members shall include: 1. EMPLOYEES'S child, including foster child, adult child, legal ward, child for whom the EMPLOYEE is legal guardian or child to whom the EMPLOYEE stands or stood in loco parentis (in place of a parent); 2. their spouse or registered domestic partner; 3. their sibling, stepsibling or foster sibling; 4. their biological, adoptive or foster parent, stepparent or a person who stood in loco~~

~~parentis (in place of a parent) when the EMPLOYEE was a minor child; 5. their grandchild, foster grandchild or step grandchild; 6. their grandparent or step grandparent; 7. a child of a sibling of the EMPLOYEE; 8. a sibling of the parents of the EMPLOYEE; 9. a child in law or sibling in law; 10. any of the family members (1 through 9 above) of an EMPLOYEE'S spouse or registered domestic partner; 11. any other individual related by blood or whose close association with the EMPLOYEE is the equivalent of a family relationship; and 12. up to one individual annually designated by the EMPLOYEE.~~

~~15.8 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.~~

~~15.9 To be eligible for traditional 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.~~

~~To be eligible for earned sick and safe time, an EMPLOYEE shall provide notice of earned sick and safe time use and documentation as follows:~~

- ~~1) If the need for use of earned sick and safe time is foreseeable, the EMPLOYER requires EMPLOYEES to provide seven (7) days' notice.~~
  - ~~2) If the need for use of earned sick and safe time is not foreseeable, EMPLOYEES' must provide notice as soon as practicable.~~
- ~~EMPLOYEES shall provide notice of the intent to use earned sick and safe time to their supervisor.~~

~~If an EMPLOYEE uses earned sick and safe time for more than three (3) consecutive days, the EMPLOYER may require EMPLOYEES to provide reasonable documentation demonstrating the earned sick and safe time use is covered by one of the qualifying reasons, such as:~~

- ~~1) a signed statement by a health care professional~~
- ~~2) a court record~~

- ~~3) a signed document from a victim services organization~~
- ~~4) a written statement from the EMPLOYEE indicating the EMPLOYEE is using or used earned sick and safe time for a qualifying purpose~~
- ~~5) The EMPLOYER will not require an EMPLOYEE to disclose details related to domestic abuse, sexual assault, or stalking or the details of the EMPLOYEES'S or the EMPLOYEES'S family member's medical condition.~~

~~15.10 Using or claiming traditional sick leave or earned sick and safe time for a purpose not authorized by Article 15.2, 15.6, or 15.7 shall be cause for disciplinary action.~~

~~15.11 For the purpose of accumulating additional traditional sick leave and earned sick and safe time, an EMPLOYEE using earned vacation leave, sick leave, compensatory time off or paid holidays is considered to be working.~~

~~15.12 EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER based upon thirty three percent (33%) of said EMPLOYEES'S unused accumulated traditional sick leave and earned sick and safe time 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 EMPLOYEES'S unused, accumulated traditional sick leave and earned sick and safe time. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty seven percent (37%) of unused, accumulated traditional sick leave and earned sick and safe time. After twenty five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEES'S unused, accumulated traditional sick leave and earned sick and safe time.~~

## ARTICLE FIFTEEN (15) EARNED SICK AND SAFE TIME (ESST)

### 1. Article 15: Sick Leave

15.1 Effective January 1, 2025, all accrued and accumulated sick 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, subject to one exception listed below.

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, with the exception of an EMPLOYEE'S need to care for a family member whose school or place

~~of care has been closed due to weather or other public emergency?"~~

~~Every probationary, regular, and part-time EMPLOYEE is entitled to sick leave with pay. For full-time EMPLOYEES sick 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 leave on a pro-rata basis, but no less than one (1) hour for every thirty (30) hours worked. Sick 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 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 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. 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 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. ~~(moved to end and revised back to regular funeral leave, not esst.~~~~

~~15.3 To be eligible for sick leave with pay, an EMPLOYEE shall:  
1) report as soon as possible to the employee's immediate supervisor the need to utilize sick leave ~~reason for the absence~~; and  
2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S ability to return to work.~~

~~15.4 Using or claiming sick leave for a purpose not authorized by ~~Article 51.2~~ Minnesota Statute §§ 181.9447, as amended shall be cause for disciplinary action.~~

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

15.6 Upon EMPLOYEE'S termination of employment with the EMPLOYER, thirty-three percent (33%) of the EMPLOYEE'S unused sick 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 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 ten (10) years of continuous employment service, the EMPLOYEE will receive forty-five percent (45%) of said EMPLOYEE'S unused, accumulated sick leave. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive fifty percent (50%) of unused, accumulated sick 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

15.7 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.

#### **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 one hundred and four (104) ~~ninety-six (96)~~ holiday hours per year; including the holidays listed in 17.3, plus a Floating Holiday. The Floating Holiday must be used during the calendar year and it will be forfeited.
- 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  
Juneteenth  
Independence Day (4<sup>th</sup> of July)  
Labor Day  
Indigenous Peoples' Day (formerly 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 ~~Excluding the Floating Holiday, e~~Each EMPLOYEE shall have the option to sell ~~up to any or all 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 31<sup>st</sup> will only be paid for unused holiday hours from holidays that occurred prior to the termination date. ~~The Floating Holiday will not be paid and must be used prior to termination or it will be forfeited.~~

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

#### **ARTICLE 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 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 the LELS Patrol “Top Patrol” wage and step six (6) wage of the LELS Sergeant’s bargaining unit, wages shall be calculated at 15 percent over the LELS Patrol bargaining unit. The EMPLOYEES’ wages payable during the term of this Agreement shall be as follows:

**2025 Wages**

As a result of a wage adjustment of 5.30% and a cost-of-living adjustment added to the adjusted wages of 3%, wages will increase by 8.46% over the 2024 wage scale. Wages were adjusted based on the market analysis, not a separation of 15% over the LELS Patrol bargaining unit. The following salaries are calculated for January 1, 2025 through December 31, 2025 adding 8.46% to December 31, 2024 wages, effective on January 1, 2025.

		<u>Hourly</u>	<u>Monthly</u>	<u>Annually</u>
<u>Step One</u>	<u>85% of Step 6</u>	<u>49,437</u>	<u>8,569</u>	<u>102,829</u>
<u>Step Two</u>	<u>88% of Step 6</u>	<u>51,182</u>	<u>8,872</u>	<u>106,458</u>
<u>Step Three</u>	<u>91% of Step 6</u>	<u>52,927</u>	<u>9,174</u>	<u>110,087</u>
<u>Step Four</u>	<u>94% of Step 6</u>	<u>54,671</u>	<u>9,476</u>	<u>113,717</u>
<u>Step Five</u>	<u>97% of Step 6</u>	<u>56,416</u>	<u>9,779</u>	<u>117,346</u>
<u>Step Six</u>	<u>100% of Step 6</u>	<u>58,161</u>	<u>10,081</u>	<u>120,975</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>59,324</u>	<u>10,283</u>	<u>123,395</u>
<u>After 8 Years of Service / 4% Over Step 6</u>	<u>60,488</u>	<u>10,485</u>	<u>125,814</u>
<u>After 12 Years of Service / 6% Step 6</u>	<u>61,651</u>	<u>10,686</u>	<u>128,234</u>

**2026 Wages**

As a result of a general wage adjustment of 2% and 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>85% of Step 6</u>	<u>51.938</u>	<u>9,003</u>	<u>108,032</u>
<u>Step Two</u>	<u>88% of Step 6</u>	<u>53.772</u>	<u>9,320</u>	<u>111,845</u>
<u>Step Three</u>	<u>91% of Step 6</u>	<u>55.605</u>	<u>9,638</u>	<u>115,658</u>
<u>Step Four</u>	<u>94% of Step 6</u>	<u>57.438</u>	<u>9,956</u>	<u>119,471</u>
<u>Step Five</u>	<u>97% of Step 6</u>	<u>59.271</u>	<u>10,274</u>	<u>123,283</u>
<u>Step Six</u>	<u>100% of Step 6</u>	<u>61.104</u>	<u>10,591</u>	<u>127,096</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>62.326</u>	<u>10,803</u>	<u>129,638</u>
<u>After 8 Years of Service / 4% Over Step 6</u>	<u>63.548</u>	<u>11,015</u>	<u>132,180</u>
<u>After 12 Years of Service / 6% Step 6</u>	<u>64.770</u>	<u>11,227</u>	<u>134,722</u>

- 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 ~~\$300.00~~\$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 ~~\$5.00~~\$3.00 per hour over base pay while working in that capacity.

- 22.5 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. EMPLOYEES will contribute 2% of their gross pay to the individual HCSP Account. All funds collected by the EMPLOYER on the behalf of the EMPLOYEE will be deposited into the EMPLOYEE'S account and EMPLOYEES will be responsible for the administrative fees.

**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, ~~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 \_\_\_\_\_

**FOR THE CITY OF RAMSEY:**

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

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

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Richard Webb, Steward

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Mr. Rick Mathwig LELS, Business Agent

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE CITY OF RAMSEY AND LAW ENFORCEMENT LABOR SERVICES (LELS) LOCAL 313 SERGEANTS**

**ARTICLE 19 — M.O.U. INSURANCE**

**January 1, 2022 to 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~~
  - ~~○ If the City offers a greater share of Employer contributions to other plans, to other locals or non-represented City employees, it shall offer the same to LELS Local 313 employees, unless the increased contribution level is a direct response to a lower cost of living increase to the other local or non-represented employees.~~

~~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~~

~~Provide cash in lieu of City's insurance contribution of \$370 per month in 2022. Employees receiving the waiving benefit prior to 2013 will continue to be~~

grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must show proof of other coverage and agrees to the terms of the waiving benefit as described within the City's policy, signing the acknowledgement form

**2) City total monthly contributions for 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; 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; 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; and
- Family City contribution will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium; and
  - If the City offers a greater share of Employer contributions to other plans, to other locals or non-represented City employees, it shall offer the same to LELS Local 313 employees, unless the increased contribution level is a direct response to a lower cost of living increase to the other local or non-represented employees.

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 2023. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must show proof of other coverage and agrees to the terms of the waiving benefit as described within the City's policy, signing the acknowledgement form~~

~~B. 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:~~

~~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 increase in 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 increase in 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 increase in 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:~~

- ~~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.~~

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF RAMSEY AND LAW ENFORCEMENT LABOR**  
**SERVICES (LELS) LOCAL 313 SERGEANTS**

**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

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**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

**FOR THE CITY OF RAMSEY:**

BY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

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

BY:

\_\_\_\_\_  
Richard Webb, Steward

\_\_\_\_\_  
Date

BY:

\_\_\_\_\_  
Rick Mathwig LELS, Business Agent

\_\_\_\_\_  
Date