

**City of Ramsey**  
**Agenda**  
**City Council Work Session**  
**Tuesday, May 28, 2024**

**5:30 pm**  
**Lake Itasca Room, 7550 Sunwood Drive NW**

Remote Attendance available at [www.cityoframsey.com/meetings](http://www.cityoframsey.com/meetings).  
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

**1. Call to Order**

**2. Topics for Discussion**

1. Continue Discussion regarding a resolution requesting additional precincts for the 2024 Post-Election Review
2. Discussion Regarding Union Contract Negotiations for AFSCME, LELS-Patrol, LELS-Sergeants & LELS-Captains (Discussion Closed to the Public)
3. 2024 Community Survey Direction

**3. Topics for Future Discussion**

1. Review Future Topics/Calendar

**4. Mayor/Council/Staff Input**

**5. Adjournment\***

**\*Note: the City Council may motion to recess this Work Session meeting and reconvene after the regular City Council meeting if items on the agenda are not completed.**

**CC Work Session****Meeting Date:** 05/28/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

Continue Discussion regarding a resolution requesting additional precincts for the 2024 Post-Election Review

**Purpose/Background:**

This is a follow-up case to discuss additional information regarding requesting additional precincts for the 2024 Post-Election Review.

Background: The Anoka County Elections Integrity Team presented at the April 23, 2024, work session. The packet they provided is included in the attachments. Council met to *Discuss Resolution for Post Election Review and Paper Rosters* brought forward by Councilmembers Musgrove and Howell at the May 14, 2024, work session.

Based on the discussion at the May 14, 2024, work session, Council directed staff to draft a resolution requesting a Post-Election review for six of our precincts, with the review to include every race on the ballot. That would entail hand counting/auditing 36 races based on the 2022 general election ballot. The first attached spreadsheet shows the estimated cost to have two election judges perform a PER for all races (36) based on the number of 2020 ballots cast. The second spreadsheet includes auditing all races except judicial offices. The estimates are based on how long it took two judges to hand count three races during the 2022 Post-Election review. The draft resolution is currently written to exclude all judicial offices and those that only have one candidate. That would significantly decrease the cost and number of ballots to hand count.

To perform a PER, each race is counted separately. For example, in 2022, when Ward 1 Precinct 2 took part in the PER - there were 1,371 ballots cast, in order to audit the three races, two judges hand counted at least 4,113 ballots that day. That estimate does not account for any piles that need to be recounted. If that same precinct had every race audited, they would have counted at least 49,356 ballots to complete auditing 36 races. A copy of the 2022 Post-Election review procedures is attached to illustrate the process.

**Post-Election Review (PER):**

Minnesota Statute 206.89 gives the authority of the Post-Election Review Official to the Anoka County Auditor. The County shared that the idea of expanding the PER to more precincts and races is the subject of conversations that are currently being held at the County. They will be in touch when a decision has been made. During the 2022 Post-Election Review, the County increased the number of precincts to hand count. The Statute required four precincts, and they decided to increase that to six precincts to hand count. They also added another race to hand count - the precincts that took part in the 2022 PER also audited the Secretary of State race.

To view the Statewide results from the 2020 and 2022 Post-Election Review, please visit this link: [Minnesota Secretary Of State - Post-election reviews](#). The Ramsey results are on pages 8-9 of the *2022 Post-Election Review Results (PDF)*. The Director of Elections for the State of Minnesota, David Maeda, presented to the Sherburne County Board of Commissions on July 12, 2022, the portion discussing the Post-Election review is from 1:00:56-1:05:16, visit this link to view the meeting:[07/12/2022 Sherburne County Board Meeting - YouTube](#).

**Timeframe:**

20 minutes

**Funding Source:**

**Responsible Party(ies):**

Brian Hagen, City Administrator

Katie Schmidt, City Clerk

**Outcome:**

Receive direction on how to proceed.

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**Attachments**

ACEIT Packet distributed 4-23-24

PER Estimate 36 Races

PER Estimate 12 Races

Post-Election Review Procedures

MN Statute 206.89

Draft Resolution

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 05/23/2024

**Reviewed By**

Brian Hagen

**Date**

05/23/2024 01:24 PM

Started On: 05/20/2024 12:24 PM

The background of the entire page is a large, slightly blurred American flag. The stars are in the upper left, and the stripes flow across the page. The colors are vibrant red, white, and blue.

# Achieving Locally-Controlled Elections in Anoka County

**Presented by**

**Anoka County  
Election Integrity Team (ACEIT)**

**To**

**City of Ramsey**

**April 23, 2024**

## **SUMMARY FINDINGS RECOMMENDATIONS RESOLUTIONS**

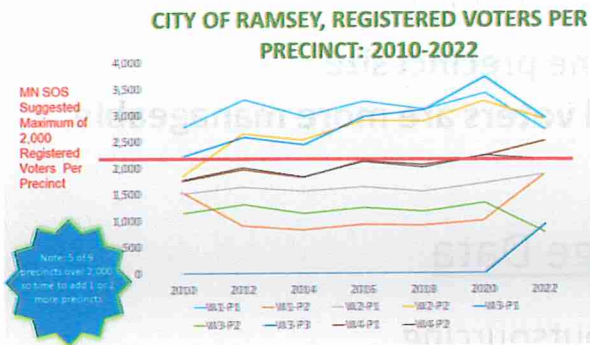
A smaller graphic of the American flag is located in the bottom left corner, partially overlapping the footer text.

**Anoka County  
Election Integrity  
Team  
(ACEIT)**

**We ask the Anoka County Commissioners, Mayors,  
City Council and School Board Members to vote for  
Secure, Transparent and Locally-Controlled Elections**

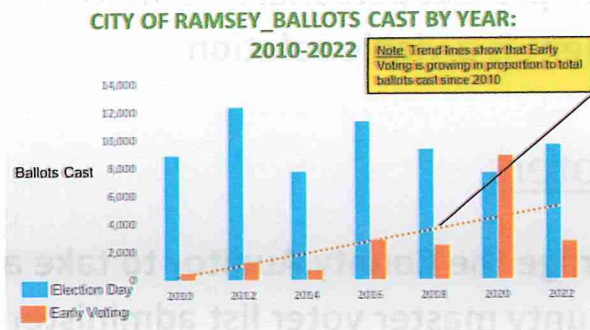
# SUMMARY | RECOMMENDATIONS

## I. Graph: City of Ramsey, Registered Voters Per Precinct, 2010-2022



**5 of 9 precincts over 2,000 so time to rebalance and add 1 or 2 precincts:  
Resolution #2**

## II. Graph: City of Ramsey, Ballots Cast In-Person & Mail-In: 2010-2022



**The growth of absentee ballots suggests the need for more local control:  
Resolutions # 9 & 10**

## III. Summary/Recommendations

- Small Voting Precincts
- Secured Election Judge Data
- Verified Registered Voters
- Validated Paper Ballots
- Paper Poll Books
- Hand Counted Paper Ballots

**Resolutions #1, #2  
Resolutions #3, #4  
Resolution #11  
Resolutions #9, #10 & #11  
Resolution #5  
Resolutions #6, #7, #8**

## IV. Reports Available

- Hand Count Feasibility Study
- Expanded PER Analysis

**Request Study  
Request Report**

## V. Recommended Actions

**Adopt Resolutions**

## GOAL #4: Validate Paper Ballots

- Absentee mail-in ballots have a greater risk of fraud
- The proportion of absentee ballots is growing
- Counterfeit resistant ballots are available and should be used
- Cities should administer all absentee ballots including mail-ins
- *MN 2022 Absentee Voting Administration Guide*

## GOAL #5: Use Paper Poll Books

- Electronic poll pads are not worth the risk
- Returning to using **ONLY** paper poll books for a safe voter check in
- Paper works and it is cheaper
- Many precincts in Minnesota use paper **ONLY**

## GOAL #6: Hand-Count Paper Ballots

- Counting of votes is now hidden
- Cast Vote Record audits are inaccessible
- Post-Election Review (PER) audits are inadequate
- Use of tabulators is now mandated (MS 206.58)
- PERs can be expanded for precincts and offices
- Hand Counting votes after polls close is possible (MS 204C.19)
- Hand counting time and costs can be calculated
- Hand counting is feasible for competitive offices
- Hand counting is secure and transparent
- Hand counting raises the public's level of confidence in our elections

We need transparent, verifiable, and auditable counting for public trust

And send a message:

*Don't mess with Anoka County, don't mess with my city*

# SMALL VOTING PRECINCTS: RES #1

## RESOLUTION 2024-

CITY OF \_\_\_\_\_  
COUNTY OF ANOKA  
STATE OF MINNESOTA

### RESOLUTION ESTABLISHING PRECINCT AND POLLING LOCATIONS FOR 2024 ELECTION YEAR

**WHEREAS**, Minnesota Statute 204B.16, subd. 1 requires the governing body of each municipality to designate by ordinance or resolution each year no later than December 31st, polling places for each election precinct; and

**WHEREAS**, the polling places designated by resolution by December of each year are the polling places to be used for elections in the following calendar year unless a change is made;

**NOW THEREFORE BE IT RESOLVED** that the polling locations to be used for municipal precincts in calendar year 2024 are as follows:

Precinct #1 –

Precinct #2 –

Precinct #3 –

Precinct #4 –

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

(Seal)

# ELECTION JUDGE APPOINTMENTS: RES #3

RESOLUTION 2024-

CITY OF \_\_\_\_\_  
COUNTY OF ANOKA  
STATE OF MINNESOTA

## RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 PRIMARY AND GENERAL ELECTION

**WHEREAS**, The City Council of the City of \_\_\_\_\_ is required by M.S. 204B.21, Sec 2, to officially approve the appointment of election judges; and

**WHEREAS**, the City of \_\_\_\_\_ City Council hereby adopts the judges listed on Exhibit A, hereto attached, as the official judges for the \_\_\_\_\_ Election, with the understanding that amendments may be necessary to the appointments in order to fill vacancies and achieve political party balance.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of \_\_\_\_\_ that the names listed on Exhibit A, hereto attached, are the Official Election Judges for the City of \_\_\_\_\_ 2024 General Election.

**FURTHER RESOLVED**, election judges will be paid based on the following schedule:

Head Judge \$ \_\_\_\_\_ plus mileage for training and meetings  
Assistance Head Judge \$ \_\_\_\_\_ plus mileage for training  
Election Judge \$ \_\_\_\_\_ plus mileage for training

Adopted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_, City Clerk

(SEAL)

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of \_\_\_\_\_ requests that Anoka County respond to the following questions:

1. Where is election judge personal data stored?
2. What measures are in place to secure this data?

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of \_\_\_\_\_, Minnesota hereby requests that Anoka County take actions to:

1. End the contract with InTech for election operations
2. Take all precautions and measures to retrieve all shared data from InTech
3. Sever all connectivity and access InTech has to Anoka County and Municipality data
4. Ensure data is not stored in the Cloud, but rather is kept and managed on local equipment

Adopted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_, City Clerk  
(SEAL)

## Data Security Risks in Outsourcing

### Outsourcing = Sharing = Loss of Control

#### **Unlimited Risk**

- Data shared with Modus/InTech, an NGO (Non-Governmental Organization), and cannot be FOIA'd
- Data transferred electronically (online) to others is **hackable**
- Data shared/stored in the Cloud and/or on others' PCs or on devices is **hackable**
- Encryption doesn't eliminate risk; it is **hacked** every day
- 3<sup>rd</sup> Party/Contractors that transfer data know the data is **hackable** and, thus, infuse language in their contracts that hold them harmless because they know this truth
- Data sent/shared cannot be controlled and therefore poses a **security threat** to the Election Judge

### Inhouse on Local PC

#### **Zero to Limited Risk**

- Save/store file(s) only on a dedicated local PC, not in the AC files in the Cloud

- Produce election night reporting
- Update voter rolls minutes before an election in near-real time
- Be intercepted for unethical, even unlawful, monitoring and manipulation

**WHEREAS**, suspected security risks have been identified including:

- The Department of Homeland Security’s CISA Department uses the Albert System and FirstNet, which may have access to voting systems through the poll pads.
- Poll pads have been used as a digital ledger to add, delete, and shift large numbers of voters to achieve the desired vote counts.
- Poll pads have been used to report vote totals down to the County from the secretary of state (e.g. New Mexico)

**WHEREAS**, as per M.S. 201.225, subd. 1, a municipality may use an electronic roster system for any election but it is not mandated; and

**WHEREAS**, there is no evidence of a formal agreement between Anoka County and the municipalities requiring municipalities to continuously use electronic roster system for any election; and

**WHEREAS**, a paper backup system is required as a backup to the electronic poll pads as per:

- M.S. 201 subd. 2: “Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster”
- M.S. 201.225, subd. 5 (b) which states: “Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster”; and

**WHEREAS**, this system is an on-going security risk and costly to taxpayers;

**NOW THEREFORE BE IT RESOLVED** that the City of \_\_\_\_\_ chooses to opt out of use of electronic poll pads and return to paper poll books.

Adopted this \_\_\_ day of \_\_\_\_\_, 2024

# HAND COUNTED PAPER BALLOTS: RES #6

RESOLUTION NO. 2024-\_\_\_\_

CITY OF \_\_\_\_\_  
ANOKA COUNTY  
STATE OF MINNESOTA

## RESOLUTION TO HAND COUNT BALLOTS/VOTES AT PRECINCTS IN 2024 PRIMARY & GENERAL ELECTIONS

**WHEREAS**, free and fair elections are the bedrock supporting the superstructure of our constitutional republic and local voting precincts are the building blocks of our democratic process; and

**WHEREAS**, our election system is a fair, efficient and cost-effective means to select public officials who then make decisions about government programs and services amounting to millions, billions and even trillions of dollars at all governmental levels; and

**WHEREAS**, on January 6, 2017, the Department of Homeland Security (DHS) designated as critical infrastructure the U.S. election systems including voting machines, registration databases, polling locations and voting storage facilities thereby recognizing the need for vigilant protection from fraud, corruption and cyber attack either foreign or domestic; and

**WHEREAS**, current Minnesota law, as recently amended, mandates the continued use of an electronic voting system (i.e. vote tabulator-M.S. 206.56, subd. 8) for state elections (206.58) but there is no provision preventing a municipality from conducting a parallel hand count of all or some of the ballots and votes; and

**WHEREAS**, the governing body of a municipality shall give approval before an electronic voting system may be adopted or used in the municipality (206.58) which was effectively done by the City/Township of \_\_\_\_\_ under the Joint Powers Agreement, as amended, and referenced as Anoka County Contract No. C0008996 and dated November, 2021; and

**WHEREAS**, Minnesota Statutes empower municipalities (cities and townships) to create voting precincts (204B.14), establish polling places (204B.16), appoint and employ election judges (204B.21) and administer election-day activities at the polls (204C) including the hand counting of ballots and votes in each precinct (204C.19) using the piling system (204C.21).

3. The Finance Director shall also create a Special Project Fund which may receive public donations which are tax deductible by the contributor to be used solely to offset said hand counting expenses and said Fund shall continue year to year with any remaining balance to carry forward for future hand counting projects.

**BE IT FURTHER RESOLVED** that the Council of the City of \_\_\_\_\_ hereby requests that Anoka County Auditor/Elections Department receive, archive and consider the results of the hand count in the City of \_\_\_\_\_ and consider any necessary actions before completing its official canvass and final report to the Minnesota Secretary of State.

**BE IT FINALLY RESOLVED** that the City of \_\_\_\_\_ hereby acknowledges that the electronic voting system (“tabulation machines”) provides the certifiable basis for reporting results to the Secretary of State but any differences between the tabulation machines and the hand count should be taken seriously and resolved in a manner consist with the general guidelines of MN Statutes 206.89 and therefore duly reviewed further, if necessary, to resolve the cause of any deviations. The Council of the City of \_\_\_\_\_ is prepared to fully cooperate with any such review.

Adopted this \_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST \_\_\_\_\_  
\_\_\_\_\_  
City Clerk  
(SEAL)

**Black Box Voting Keeps Getting Darker in Minnesota**

**2023 Law Changes**

- ✓ **Vote tabulation machines** mandated if used before in Federal/State elections (MS 206.58)
- ✓ **Cast Vote Records** rendered useless for auditing (MS 206.845)  
(This federally prescribed auditing tool built into tabulators cannot be used to audit elections)

**2024 Laws Proposed**

- **Hand counting** at the polls to be rendered impossible (HF 4772, SF 4729)
- No residential address needed to register and vote (HF 4772, SF 4729)
- Voting stations at Colleges & Universities to be authorized (HF 4772)

**Trust Machines**

**Do Not Audit**

**Do Not Hand Count Votes**

~~CASH YOUR VOTE RECORDS~~

voting system to determine if the counting accuracy of the voting system meets a defined standard”; and

**WHEREAS**, M.S. 206.89, subd. 3 requires a certain minimum number of **precincts** in general elections are identified in this audit but no maximum is required as follows: “The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of **at least** four precincts, or three percent of the total number of precincts in the county, whichever is greater”; and

**WHEREAS**, M.S. 206.89, subd. 3 requires a certain minimum number of **offices** in general elections to be audited via hand count but no maximum is identified as follows: “The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for **additional offices**”; and

**WHEREAS**, this requirement does not apply to presidential primaries, state primaries, special elections or any local offices in general elections and as a result these elections have never been audited ; and

**WHEREAS**, this general election sample is usually statistically less than 0.3% of all choices made by voters in a general election and not statistically robust enough to demonstrate statistical confidence levels; and

**WHEREAS**, hand counting of ballots and votes is in the public interest to provide transparency and verification of results, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process; and

**WHEREAS**, election judges must be paid “an amount fixed by the governing body of the city” but “may elect to serve without payment by submitting a written statement” (204B.31);

**WHEREAS**, M.S. 205.89, subd. 9 (1) states that “the governing body responsible for each precinct selected for review must pay the costs incurred for the review”; and

**WHEREAS**, the City Council of the City of \_\_\_\_\_ acknowledges, accepts and is prepared to pay the costs of conducting the PER for precincts in the City of \_\_\_\_\_;

## WHY HAND COUNT?

- Counting of votes is now hidden
  - Outsourced to NGOs (Non-Governmental Organizations)
  - Commercialized—controlled by private companies
  - Proprietary—electronic source codes hidden
  - Private—not subject to Freedom of Information requests
- Cast Vote Records (the intended audit for tabulators)
  - MN counties refused to release them (before 2023)
  - Legislatively deemed non-public by MN law (as of 2023)



## WHY HAND COUNT?

Post-Election Review (PER) hand count does not include:

- Presidential Primary
- State Primary
- General Election
  - MN offices
  - County offices
  - Municipal offices
  - School board offices
  - Questions on the ballot

**NO AUDITS FOR  
DECADES**

**BALLOT EVIDENCE  
DESTROYED AFTER  
22 MONTHS**

voting system to determine of the counting accuracy of the voting system meets a defined standard”; and

**WHEREAS**, M.S. 206.89, subd. 3 requires a certain minimum number of **precincts** in general elections are required in this audit but no maximum is identified as follows: “The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of **at least** four precincts, or three percent of the total number of precincts in the county, whichever is greater”; and

**WHEREAS**, M.S. 206.89, subd. 3 requires a certain minimum number of **offices** in general elections to be audited via hand count but no maximum is identified as follows: “The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for **additional offices**”; and

**WHEREAS**, this requirement does not apply to presidential primaries, state primaries or special elections; and

**WHEREAS**, this general election sample is usually statistically less than 0.3% of all choices made by voters in a general election and not statistically robust enough to demonstrate statistical confidence levels; and

**WHEREAS**, hand counting of ballots and votes is in the public interest to provide transparency and verification of results, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process; and

**WHEREAS**, the Anoka County Canvass Board meets between three and 10 days after a November state general election (204.31); and

**WHEREAS**, the County Auditor may designate the municipal clerk as the PER official within 24 hours after the county canvass of the state general election (206.89, subd. 1); and

**WHEREAS**, “the postelection review must not begin before the 11th day after the state general election and must be complete no later than the 18th day after the state general election (206.89, subd. 2); and

**BE IT FINALLY RESOLVED** that the City of \_\_\_\_\_ hereby acknowledges that the electronic voting system (“tabulation machines”) provides the certifiable basis for reporting results to the Secretary of State but any differences between the tabulation machines and the PER hand count should be taken seriously and resolved in a manner consist with the general guidelines of M.S. 206.89 and therefore duly reviewed further, if necessary, to resolve the cause of any deviations.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST \_\_\_\_\_

\_\_\_\_\_  
City Clerk

(SEAL)

## WHY HAND COUNT?

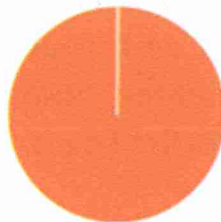
The General Election Post-Election Review is a **< 0.3% sample**

- Only two or three of 30-38 offices
- Only 4 of 128 precincts

**But it can be increased**

- # offices
- # precincts

PER Sample



■ Sample ■ No Sample

**WHEREAS**, an increasingly higher percentage of \_\_\_\_\_ voters are voting early or by absentee ballot through the county which weakens the city council's ability to confidently fulfill its statutory canvassing board duties,

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of \_\_\_\_\_ that the City Clerk is hereby directed to provide the Anoka County Elections Manager and Anoka County Auditor with notice via the Anoka County Administrator, that the \_\_\_\_\_ City Clerk intends to administer absentee voting, and also to be responsible for the administration of a ballot board for the City of \_\_\_\_\_.

Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
Mayor

ATTEST \_\_\_\_\_

\_\_\_\_\_  
City Administrator (SEAL)

## Municipalities Can Administer Absentee Ballots Including Mail-In Ballots

### MN Statute 203B.05

#### DESIGNATION OF MUNICIPAL CLERKS TO ADMINISTER ABSENTEE VOTING LAWS

##### § Subdivision 1. Generally.

The full-time clerk of any city or town shall administer the provisions of sections [203B.04](#) to [203B.15](#) and [203B.30](#) if:

- (1) the county auditor of that county has designated the clerk to administer them; or
- (2) the clerk has given the county auditor of that county notice of intention to administer them



# REQUESTING ANOKA COUNTY COOPERATION: RES

## #11

RESOLUTION NO. 2024-\_\_\_\_

CITY OF \_\_\_\_\_  
ANOKA COUNTY  
STATE OF MINNESOTA

### RESOLUTION REQUESTING ANOKA COUNTY TO UNDERTAKE COOPERATIVE ACTIONS IN 2024 PRIMARY & GENERAL ELECTIONS

**WHEREAS**, free and fair elections are the bedrock supporting the superstructure of our constitutional republic and local voting precincts are the building blocks of our democratic process; and

**WHEREAS**, our election system is a fair, efficient and cost-effective means to select public officials who then make decisions about government programs and services amounting to millions, billions and even trillions of dollars at all governmental levels; and

**WHEREAS**, on January 6, 2017, the Department of Homeland Security (DHS) designated as critical infrastructure the U.S. election systems including voting machines, registration databases, polling locations and voting storage facilities thereby recognizing the need for vigilant protection from fraud, corruption and cyberattack either foreign or domestic; and

**WHEREAS**, State statutes authorize and direct counties to carry out certain local election functions; and

**WHEREAS**, counties and municipalities are authorized and directed to work together to complete certain local election functions;

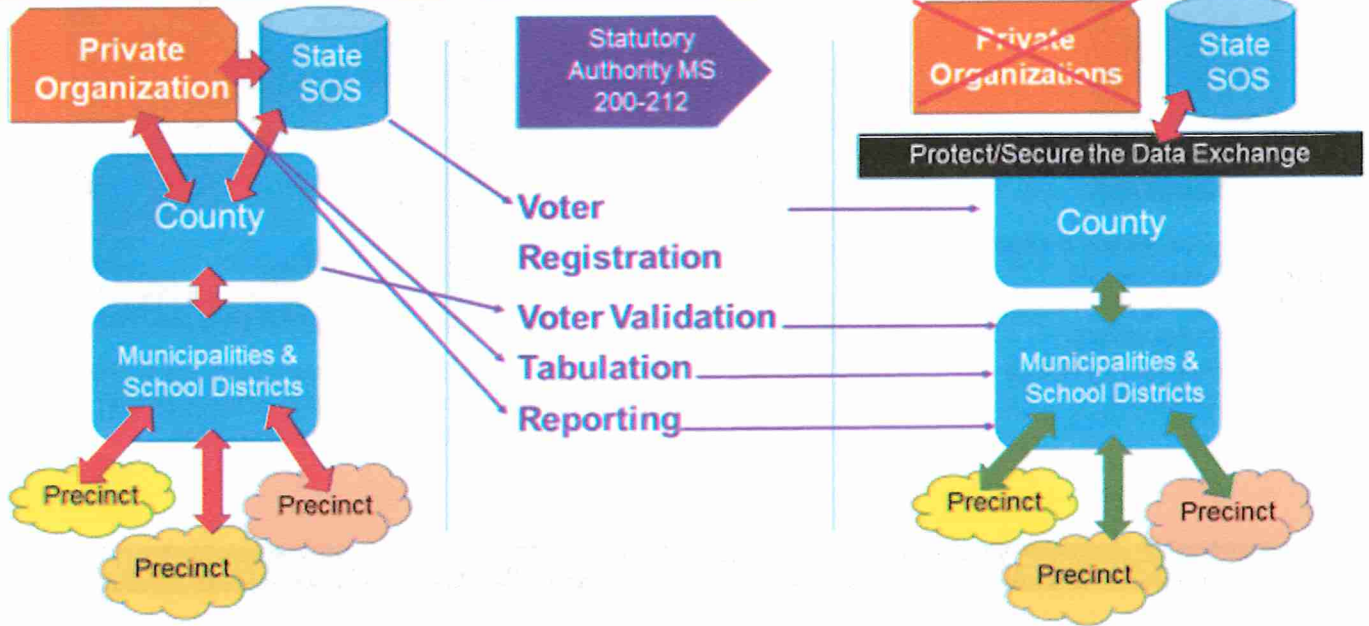
**WHEREAS**, it is in the best interest of the voting public for both the County and municipalities to cooperatively employ best practices to achieve secure and transparent elections, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process;

# THE SOLUTION: **Locally Controlled Elections**

**Move From TODAY's Model**

**Based on MN Statute**

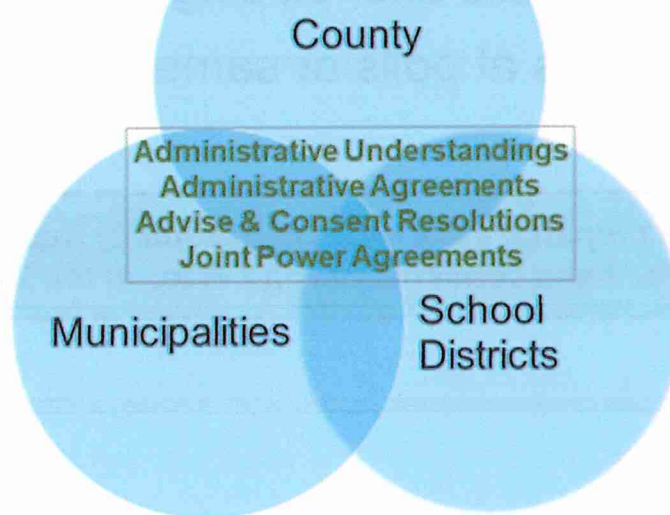
**To A SECURE Local Model**



## THE STRATEGY:

### County, Municipalities, and School Districts Using **their Statutory Powers**

This strategy may involve independent actions or cooperative operations under administrative or formal joint powers agreements.



Our Country has been strongest when it is governed from the bottom up, not the top down.

CITY OF RAMSEY HAND COUNT PLAN 2024

1. Number of Offices and Choices to be Counted as Per Piling System

Primary/General Office	Primary 3/5 Hand Count	Primary 8/13 Hand Count	General 11/5 Hand Count	General 11/5 Machine	If Competitive Count Need?
US President	1		1	1	Yes
US Senator		1	1	1	Yes
US Representative		1	1	1	Yes
MN Senator					
MN Representati					
Anoka Co. Board					
County SWCD					
Mayor					
Council (1) At Larg					
Council (2) Wards					
School Board					
Questions/Referre					
Supreme Court					
Court of Appeals					
10th District Court					
Total Choices Per E					

Part 1 of the Hand Count Calculator shows the structure of the ballot with offices, elections and the number of hand counts for each office. It shows the total offices and those that are not competitive, i.e. have only one candidate running.

Strategy is to hand count only competitive offices for some subset of precincts.

measures the time needed to hand count based upon the number of offices.

spreadsheet can be used to calculate the cost scenario with various assumptions such as number of precincts, offices and

calculates the cost of hand count based on time, number of precincts and hourly rate.

spreadsheet has been supplied to the City staff. In addition, ACEIT will perform an analysis based on scenarios desired by

CITY OF RAMSEY HAND COUNT COST ESTIMATES  
GENERAL ELECTION 2024

Hand Count Cost by Number of Precincts

Offices	# Offices	1	2	9
President, US Senate/House	3	\$255	\$510	\$2,295
Plus MN House	4	\$408	\$816	\$3,672
Plus Anoka Co. Com.	5	\$459	\$918	\$4,131
Plus SWCD	6	\$510	\$1,020	\$4,590
Plus Mayor	7	\$612	\$1,224	\$5,508
Plus Council (1-Large 2-Ward)	10	\$689	\$1,377	\$6,197
Plus ISD #728 (3, 1/2 city)	13	\$1,122	\$2,244	\$10,098
<b>Number of Ballots</b>		<b>2,008</b>	<b>4,016</b>	<b>18,073</b>

Hand Count Cost Per Ballot

Offices	# Offices	1	2	9
President, US Senate/House	3	\$0.13	\$0.13	\$0.13
Plus MN House	4	\$0.20	\$0.20	\$0.20
Plus Anoka Co. Com.	5	\$0.23	\$0.23	\$0.23
Plus SWCD	6	\$0.25	\$0.25	\$0.25
Plus Mayor	7	\$0.30	\$0.30	\$0.30
Plus Council (1-large,2-wards)	3	\$0.34	\$0.34	\$0.34
Plus ISD #728 (3, 1/2 city)	13	\$0.56	\$0.56	\$0.56

Assumptions:

1. Ballot estimate of 2020 actual x 1.1
2. Hand count only competitive offices
3. Based upon current election judge pay schedule
4. Election judge time is rounded up to full hours

ELECTION EXPENDITURES & BUDGETS

Year	2014-2024	
	Total Expense	Judges Expense
2024 Bud.	\$54,861	\$34,560
2023 Bud.	\$6,650	\$0
2022	\$44,689	\$22,261
2021	\$7,784	\$1,583
2020	\$53,763	\$34,485
2019	\$22,103	\$9,264
2018	\$59,959	\$34,516
2017	\$5,767	\$0
2016	\$69,503	\$38,804
2015	\$7,792	\$0
2014	\$46,262	\$23,418

The current ES&S DS200 computer tabulators were purchased by Anoka County in 2013 under a cost sharing Joint Powers Agreement with all municipalities and school districts in the County. They are reaching the end of their electronic life.

2. Estimate of

Factor

Total Ballots (estimate)
Number of Choices Per Precinct
Total Choices to be Counted
Seconds Per Choice
# Hours to Count
Number of Precincts
Number of Teams/Precinct
Number of Judges/Team
Run Time (Hours)
Total Number of Judges
Estimate of Total Ballots
US President Totals
US Senate Totals
US Representative Totals
*Source: Hands-On Election Administration: Organizing work, sorting

3. Estimate of

Factor

Run Time Rounded
Number of Judges
Hourly Rate
Total Cost to Count
Federal & State
County/City/SD
Judicial Offices

Cost Per Ballot	\$0.07	\$0.18	\$0.56	\$0.42	\$0.15	Calculated
-----------------	--------	--------	--------	--------	--------	------------

Mark Cook  
Cyber Security Expert



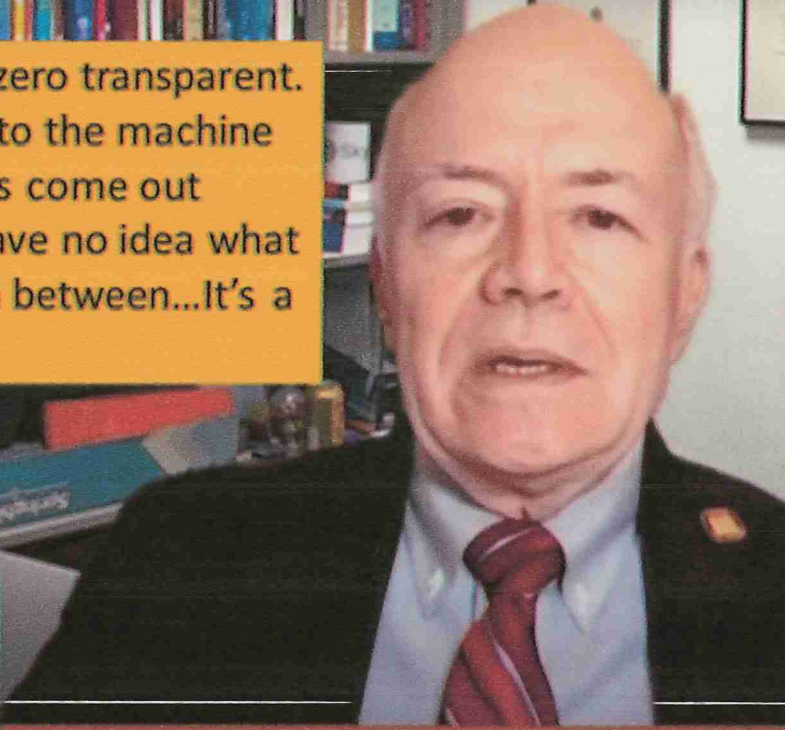
### Election Ecosystem: Control

	FREEDOM	DANGER		TYRANNY	FREE AGAIN		
	Precinct	County	State	Corporations	Federal	Precinct	County
Voter Reg		PAST	CURRENT	CURRENT	PLANNED		FUTURE
Voter Validation	PAST		CURRENT	CURRENT	PLANNED		FUTURE
Tabulation	PAST		CURRENT	CURRENT	PLANNED		FUTURE
Reporting		PAST	CURRENT	CURRENT	PLANNED		FUTURE
Transparency		HIGH	CLOSE TO NONE		ZERO		100%

*"We need to move forward to a system where our county takes back control of our election system."* — Mark Cook

6 Reasons Why Computers Should Not Be Used in Elections - Dr. Walter Daugherty

"It's almost zero transparent. Ballots go into the machine and numbers come out when you have no idea what happened in between...It's a black box."



- #### 6 Reasons Why Computers Should Not Be Used in Elections
1. No Transparency
  2. No Accountability
  3. No Reliable Accuracy Tests
  4. Vulnerable Software
  5. Vulnerable Hardware
  6. Vulnerable Networks

Dr. Walter C. Daugherty  
Senior Lecturer Emeritus  
Computer Science & Engineering  
Texas A & M University



### Estimated Election Judge cost for additional Post-Election Review - 36 Races

Precinct	Numbers of Ballots (cast in 2020 General)	Number of races to count	Number of ballots counted	*Total Number of hours for two Election Judges	Number of days to complete for two Election Judges	Wage/hr	Estimated Cost
W1P1	3,003	36	108,108	249.7	15.6	14.5	\$3,620.24
W1P2	904	36	32,544	75.2	4.7	14.5	\$1,089.81
W2P1	1,518	36	54,648	126.2	7.9	14.5	\$1,830.01
W2P2	2,918	36	105,048	242.6	15.2	14.5	\$3,517.77
W3P1	3,099	36	111,564	257.7	16.1	14.5	\$3,735.98
W3P2	1,159	36	41,724	96.4	6.0	14.5	\$1,397.22
W4P1	1,932	36	69,552	160.6	10.0	14.5	\$2,329.11
W4P2	1,950	36	70,200	162.1	10.1	14.5	\$2,350.81
	<b>16,483</b>	<b>288</b>	<b>593,388</b>	<b>1370.4</b>	<b>85.7</b>		<b>\$19,870.96</b>

\*Estimate is based on two judges working 8 hour days, time does not include the City Clerk

*W3P3 was not a precinct in 2020*

Other expenses to consider - meals, parking and mileage.

**Estimated Election Judge cost for additional Post-Election Review - 12 Races**

Precinct	Numbers of Ballots (cast in 2020 General)	Number of races to count	Number of ballots counted	*Total Number of hours for two Election Judges	Number of days to complete for two Election Judges	Wage/hr	Estimated Cost
W1P1	3,003	12	36,036	83.2	5.2	14.5	\$1,206.75
W1P2	904	12	10,848	25.1	1.6	14.5	\$363.27
W2P1	1,518	12	18,216	42.1	2.6	14.5	\$610.00
W2P2	2,918	12	35,016	80.9	5.1	14.5	\$1,172.59
W3P1	3,099	12	37,188	85.9	5.4	14.5	\$1,245.33
W3P2	1,159	12	13,908	32.1	2.0	14.5	\$465.74
W4P1	1,932	12	23,184	53.5	3.3	14.5	\$776.37
W4P2	1,950	12	23,400	54.0	3.4	14.5	\$783.60
	<b>16,483</b>	<b>96</b>	<b>197,796</b>	<b>456.8</b>	<b>28.6</b>		<b>\$6,623.65</b>

\*Estimate is based on two judges working 8 hour days, time does not include the City Clerk  
*W3P3 was not a precinct in 2020*

Other expenses to consider - meals, parking and mileage.

## PROCEDURES FOR CONDUCTING POST-ELECTION REVIEW

1. Organize teams – one for each precinct to be reviewed.
2. Assign three election judges/officials to each team. *For Ramsey, two Election Judges from opposite political parties and the City Clerk.*
3. Review the provisions of M.S. 204C.21 and 204C. 22 (included on next page)
4. Open sealed transfer case(s) for the polling place and remove voted ballots (the process will later be repeated for absentee ballots).
5. The review must be conducted of the votes cast for:
  - a. Governor
  - b. U.S. Representative
  - c. Secretary of State

The election judge will then take the ballots from each counter group in turn and separate them into piles. There should be separate piles for:

- a. Republican candidate
  - b. DFL candidate
  - c. Other major/minor party candidates (each in a separate pile)
  - d. All write-in candidates
  - e. Ballots blank for that office
  - f. Ballots defective for that office
  - g. Completely defective ballots
6. The election judge will set aside any ballots that are obviously:
    - a. marked outside the target but close enough to the candidate's name to determine the voter's intent or
    - b. marked with a pen or pencil that obviously cannot be read; this could be red ink, yellow ink, mark not dark enough, mark not in scan path, etc.
  7. After all ballots have been piled, the election judges will count the ballots in each pile, by groups of 25.
  8. The election judge will then provide the results to the recount official to record on the post-election review worksheet that already has the election day totals. **Judges should complete their count "blind" so that they are not aware of the machine count.**
  9. The election judges will note any differences due to the criteria in 6(a) and 6(b), plus any other factors that may have caused a change, such as poor duplication of ballot, excessively folded or torn ballot, etc.
  10. Repeat this process for U.S. Representative and Secretary of State.
  11. When both polling place and absentee/mail ballots are counted for the precinct reseal ballots into transfer cases.

12. Have election judges sign post-election review worksheet.

13. Immediately transmit results to the secretary of state.

## **204C.21 COUNTING BALLOTS; PILING SYSTEM.**

§

### **Subdivision 1.Method.**

The election judges shall take all the ballots of the same kind and count the votes cast for each office or question, beginning with the first office or question on the ballot. They shall make one pile of the ballots for each candidate who received votes for that office, or one pile for the "Yes" votes and one pile for the "No" votes on a question. They shall make a pile of totally defective ballots and a pile of totally blank ballots. They shall make a pile of ballots that are not totally defective but are defective with respect to the office or question being counted and a pile of ballots that are not totally blank but are blank with respect to the office or question being counted. After the separation into piles, the election judges shall examine each pile and remove and place in the proper pile any ballots that are found in the wrong pile. The election judges shall count the totally blank and totally defective ballots and set them aside until the counting is over for that ballot. The election judges may pile ballots crosswise in groups of 25 in the same pile to facilitate counting. When their counts agree, the election judges shall announce the number of ballots in each pile, and shall write the number in the proper place on the summary statements.

The election judges shall then return all the counted ballots, and all the partially defective or partially blank ballots, to the original pile to be separated and counted in the same manner for the next office or question.

## **204C.22 DETERMINING VOTER'S INTENT.**

### **Subdivision 1.Ballot valid if intent determinable.**

A ballot shall not be rejected for a technical error that does not make it impossible to determine the voter's intent. In determining intent the principles contained in this section apply.

### **Subd. 2.From face of ballot only.**

Intent shall be ascertained only from the face of the ballot.

### **Subd. 3.Votes for too many candidates.**

If a voter places a mark beside the names of more candidates for an office than are to be elected or nominated, the ballot is defective with respect only to that office. No vote shall be counted for any candidate for that office, but the rest of the ballot shall be counted if possible. At a primary, if a voter has not indicated a party preference and places a mark beside the names of candidates of more than one party on the partisan ballot, the ballot is totally defective and no votes on it shall be counted. If a voter has indicated a party preference at a primary, only votes cast for candidates of that party shall be counted.

**Subd. 3a.Votes yes and no.**

If a voter votes both yes and no on a question, no vote may be counted for that question, but the rest of the ballot must be counted if possible.

**Subd. 4.Name written in proper place.**

If a voter has written the name of an individual in the proper place on a general or special election ballot a vote shall be counted for that individual whether or not the voter makes a mark in the oval or other target shape opposite the blank.

**Subd. 4a.Write-in vote for candidate team.**

A write-in vote cast for a candidate for governor without a write-in vote for a candidate for lieutenant governor must be counted as a vote for the candidate team including the lieutenant governor candidate selected by that candidate for governor.

**Subd. 5.Name written on primary ballot.**

If a voter has written the name of an individual on a primary or special primary ballot, a vote shall not be counted for that office.

**Subd. 6.Mark out of place.**

If a mark (X) is made out of its proper place, but so near a name or space as to indicate clearly the voter's intent, the vote shall be counted.

**Subd. 7.All written names or marks counted up to limit.**

If a number of individuals are to be elected to the same office, the election judges shall count all names written in and all printed names with marks in oval or other target shape opposite them, not exceeding the whole number to be elected. When fewer names than the number to be elected are marked or written in, only the marked or written in names shall be counted. When more names than the number to be elected are marked or written in, the ballot is defective with respect to that office and no vote shall be counted for that office.

**Subd. 8.Misspelling; abbreviations.**

Misspelling or abbreviations of the names of write-in candidates shall be disregarded if the individual for whom the vote was intended can be clearly ascertained from the ballot.

**Subd. 9. Votes for only some offices or questions determined.**

If the voter's choice for only some of the offices or questions can be determined from a ballot, the ballot shall be counted for those offices or questions only.

**Subd. 10. Different marks.**

If a voter uniformly uses a mark that clearly indicates an intent to mark a name or to mark yes or no on a question, and the voter does not use the more standard mark anywhere else on the ballot, a vote shall be counted for each candidate or response to a question marked. If a voter uses two or more distinct marks, such as (X) and some other mark, a vote shall be counted for each candidate or response to a question marked, unless the ballot is marked by distinguishing characteristics that make the entire ballot defective as provided in subdivision 13.

**Subd. 11. Attempted erasures.**

If the names of two candidates have been marked, and an attempt has been made to erase or obliterate one of the marks, a vote shall be counted for the remaining marked candidate. If an attempt has been made to obliterate a write-in name a vote shall be counted for the remaining write-in name or marked candidate.

**Subd. 12. Soil; defacement.**

A ballot shall not be rejected merely because it is slightly soiled or defaced.

**Subd. 13. Identifying ballot.**

If a ballot is marked by distinguishing characteristics in a manner making it evident that the voter intended to identify the ballot, the entire ballot is defective.

**Subd. 14. No votes for certain offices.**

If the number of candidates for an office is equal to the number of individuals to be elected to that office, and the voter has not marked any name, no vote shall be counted for any candidate for that office.

**Subd. 15. Blank ballot for one or more offices valid.**

If no name or response to a question is marked and no name is written in, the ballot is blank with respect to that office or question. A ballot that is blank with respect to one or more offices or questions is not defective.

**206.89 POSTELECTION REVIEW OF VOTING SYSTEMS.**

Subdivision 1. **Definition.** For purposes of this section "postelection review official" means the county auditor, unless the county auditor designates the municipal clerk as the "postelection review official" within 24 hours after the canvass of the state general election.

Subd. 2. **Selection for review; notice.** At the canvass of the state primary, the county canvassing board in each county must set the date, time, and place for the postelection review of the state general election to be held under this section. The postelection review must not begin before the 11th day after the state general election and must be complete no later than the 18th day after the state general election.

At the canvass of the state general election, the county canvassing boards must select the precincts to be reviewed by lot. The ballots to be reviewed for a precinct include both the ballots counted at the polling place for that precinct and the absentee ballots counted centrally by a ballot board for that precinct. The county canvassing board of a county with fewer than 50,000 registered voters must conduct a postelection review of a total of at least two precincts. The county canvassing board of a county with between 50,000 and 100,000 registered voters must conduct a review of a total of at least three precincts. The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of at least four precincts, or three percent of the total number of precincts in the county, whichever is greater. At least one precinct selected in each county must have had more than 150 votes cast at the general election.

The county auditor must notify the secretary of state of the precincts that have been chosen for review and the time and place the postelection review for that county will be conducted, as soon as the decisions are made. If the selection of precincts has not resulted in the selection of at least four precincts in each congressional district, the secretary of state may require counties to select by lot additional precincts to meet the congressional district requirement. The secretary of state must post this information on the office website.

Subd. 2a. **Exception.** No review is required under this section if the election for the office will be subject to a recount as provided in section 204C.35, subdivision 1.

Subd. 3. **Scope and conduct of review.** The county canvassing board shall appoint the postelection review official as defined in subdivision 1. The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for additional offices.

The postelection review must be conducted in public at the location where the voted ballots have been securely stored after the state general election or at another location chosen by the county canvassing board. The postelection review official for each precinct selected must conduct the postelection review and may be assisted by election judges designated by the postelection review official for this purpose. The party balance requirement of section 204B.19 applies to election judges designated for the review. The postelection review must consist of a manual count of the ballots used in the precincts selected and must be performed in the manner provided by section 204C.21. The postelection review must be conducted in the manner provided for recounts under section 204C.361 to the extent practicable. The review must be completed no later than two days before the meeting of the state canvassing board to certify the results of the state general election.

Subd. 4. **Standard of acceptable performance by voting system.** A comparison of the results compiled by the voting system with the postelection review described in this section must show that the results of the electronic voting system differed from the manual count of the offices reviewed by no more than two votes in a precinct where fewer than 1,200 voters cast ballots, three votes in a precinct where between 1,200 and 1,599 voters cast ballots, four votes in a precinct where between 1,600 and 1,999 voters cast ballots, or five

votes in a precinct where 2,000 or more voters cast ballots. Valid votes that have been marked by the voter outside the vote targets or using a manual marking device that cannot be read by the voting system must not be included in making the determination whether the voting system has met the standard of acceptable performance for any precinct.

**Subd. 5. Additional review.** (a) If the postelection review in one of the reviewed precincts reveals a difference greater than the thresholds specified in subdivision 4, the postelection review official must, within two days, conduct an additional review of the races indicated in subdivision 3 in at least three precincts in the same jurisdiction where the discrepancy was discovered. If all precincts in that jurisdiction have been reviewed, the county auditor must immediately publicly select by lot at least three additional precincts for review. The postelection review official must complete the additional review within two days after the precincts are selected and report the results immediately to the county auditor. If the second review in any of the reviewed precincts also indicates a difference in the vote totals compiled by the voting system that is greater than the thresholds specified in subdivision 4, the county auditor must conduct a review of the ballots from all the remaining precincts in the county for the races indicated in subdivision 3. This review must be completed and the results must be reported to the secretary of state within one week after the second review was completed.

(b) If the results from the countywide reviews from one or more counties comprising in the aggregate more than ten percent of the total number of persons voting in the election clearly indicate that an error in vote counting has occurred, the secretary of state must notify the postelection review official of each county in the district that they must conduct manual recounts of all the ballots in the district for the affected office using the procedure outlined in section 204C.35. The recount must be completed and the results reported to the appropriate canvassing board within two weeks after the postelection review official received notice from the secretary of state.

**Subd. 6. Report of results.** Upon completion of the postelection review, the postelection review official must immediately report the results to the county auditor. The county auditor must then immediately submit the results of the postelection review electronically or in writing to the secretary of state not later than two days before the State Canvassing Board meets to canvass the state general election. The secretary of state shall report the results of the postelection review at the meeting of the State Canvassing Board to canvass the state general election.

**Subd. 7. Update of vote totals.** If the postelection review under this section results in a change in the number of votes counted for any candidate, the revised vote totals must be incorporated in the official result from those precincts.

**Subd. 8. Effect on voting systems.** If a voting system is found to have failed to record votes accurately and in the manner provided by the Minnesota Election Law, the voting system must not be used at another election until it has been examined and recertified by the secretary of state. If the voting system failure is attributable to either its design or to actions of the vendor, the vendor must forfeit the vendor bond required by section 206.57 and the performance bond required by section 206.66.

**Subd. 9. Costs of review.** The costs of the postelection review required by this section must be allocated as follows:

(1) the governing body responsible for each precinct selected for review must pay the costs incurred for the review conducted under subdivision 2 or 5, paragraph (a);

(2) the vendor of the voting system must pay any costs incurred by the secretary of state to examine and recertify the voting system; and

(3) the secretary of state must reimburse local units of government for the costs of any recount required under subdivision 5, paragraph (b).

Subd. 10. **Time for filing election contest.** The appropriate canvass is not completed and the time for notice of a contest of election does not begin to run until all reviews under this section have been completed.

**History:** 2006 c 242 s 34; 2008 c 244 art 1 s 20,21; 2008 c 295 s 22; 2008 c 336 s 8; 2010 c 194 s 25; 2013 c 131 art 2 s 69,70; 2021 c 31 art 3 s 21,22

Councilmember        introduced the following resolution and moved for its adoption:

**RESOLUTION #24-142**

**RESOLUTION REQUESTING 2024 GENERAL ELECTION POST-ELECTION  
REVIEW**

**WHEREAS**, the City council of the City of Ramsey desires to have a Post-Election Review (PER) conducted on the results of six of its precincts for the 2024 general election pursuant to Minnesota Statute 206.89; and

**WHEREAS**, PER are conducted for precincts that must be chosen by lot by the Anoka County Canvassing Board, but there is not a limit on the number of lot selections that may be performed and there is not a restriction on establishing the lot from which the selection is made; and

**WHEREAS**, a PER is required to include counting the votes for President or Governor, United States Senator, and United State Representative; and the county-appointed post-election review official may conduct a PER of votes cast for additional offices; and

**WHEREAS**, the City Council desires to have a PER performed for six of its precincts and to include all offices for which there is more than one candidate **but exclude all judicial offices.**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

1. In the event a Ramsey election precinct is selected for a Post-Election Review (PER) of the 2024 general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the other eight precincts in Oak Grove and select five additional precincts.
2. In the event a Ramsey election precinct is not selected for a PER of the 2024 general election, the City Council request that the Anoka County Canvassing Board perform a second lot selections that includes only the nine precincts in Ramsey and selects six precincts.
3. The City Council request that any PER of a Ramsey precinct include a review of the results of all state, county, and city offices, **except judicial races**, that include more than one candidate.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember        , and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the TBA day of June, 2024.

---

Mayor

**ATTEST:**

---

City Clerk

DRAFT

Meeting Date: 05/28/2024

**Information**

**Title:**

Discussion Regarding Union Contract Negotiations for AFSCME, LELS-Patrol, LELS-Sergeants & LELS-Captains (Discussion Closed to the Public)

**Purpose/Background:**

The purpose of this discussion is to provide the City Council with an update on the status of negotiations and to receive feedback from the City Council in order to move ahead with each group.

Per Minnesota Statutes 13D.03, which states: "The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#)" staff is requesting that the City Council go into closed session to discuss the City's labor negotiations strategy for its four union contracts. All four contracts are set to expire on December 31, 2024.

At the time of the work session, City staff will have met with three of the four unions and will provide the City Council with information regarding the unions' proposals.

**Timeframe:**

Up to 45 minutes.

**Funding Source:**

Not applicable at this time.

**Responsible Party(ies):**

Colleen Lasher, Administrative Services Director

**Outcome:**

For the City Council to provide staff with direction regarding how to proceed with the next contract negotiations.

**Attachments**

- Statute
- AFSCME 2022-2024 Contract
- Patrol 2022-2024 Contract
- Sergeant 2022-2024 Contract
- Captains 2022-2024 Contract

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 05/23/2024

**Reviewed By**

Brian Hagen

**Date**

05/23/2024 02:23 PM

Started On: 05/23/2024 08:12 AM



**13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.**

Subdivision 1. **Procedure.** (a) Section 13D.01, subdivisions 1, 2, 4, 5, and section 13D.02 do not apply to a meeting held pursuant to the procedure in this section.

(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

(c) The time of commencement and place of the closed meeting shall be announced at the public meeting.

(d) A written roll of members and all other persons present at the closed meeting shall be made available to the public after the closed meeting.

Subd. 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body.

(b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

Subd. 3. **If violation claimed.** (a) If an action is brought claiming that public business other than discussions of labor negotiation strategies or developments or discussion and review of labor negotiation proposals was transacted at a closed meeting held pursuant to this section during the time when the tape is not available to the public, the court shall review the recording of the meeting in camera.

(b) If the court finds that this section was not violated, the action shall be dismissed and the recording shall be sealed and preserved in the records of the court until otherwise made available to the public pursuant to this section.

(c) If the court finds that this section was violated, the recording may be introduced at trial in its entirety subject to any protective orders as requested by either party and deemed appropriate by the court.

**History:** 1957 c 773 s 1; 1967 c 462 s 1; 1973 c 123 art 5 s 7; 1973 c 654 s 15; 1973 c 680 s 1,3; 1975 c 271 s 6; 1981 c 174 s 1; 1983 c 137 s 1; 1983 c 274 s 18; 1984 c 462 s 27; 1987 c 313 s 1; 1990 c 550 s 2,3; 1991 c 292 art 8 s 12; 1991 c 319 s 22; 1994 c 618 art 1 s 39; 1997 c 154 s 2

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

January 1, 2022 to December 31, 2024

Prepared by Colleen Lasher, Administrative Services Director

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**ARTICLE 1            PREAMBLE AND PURPOSE OF AGREEMENT**

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

The intent and purpose of this AGREEMENT is to:

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

**ARTICLE 2            DEFINITIONS**

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

- 2.10 YEAR: Three hundred sixty-five (365) days.
- 2.11 WRITTEN NOTICE. An EMPLOYEE who voluntarily terminates his or her employment must give the EMPLOYER fourteen (14) days written notice.
- 2.11 REGULAR FULL-TIME EMPLOYEE: Any employee working a regularly scheduled work week of 30 hours per week. This employee is eligible for vacation time, sick leave, holiday pay and health and life insurance coverage.

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

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

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

TEMPORARY FULL-TIME AND/OR TEMPORARY PART-TIME EMPLOYEE AS PER MINNESOTA STATUTE 179A.03 SUBD. 14 PUBLIC EMPLOYEE OR EMPLOYEE. Any EMPLOYEE working in a temporary capacity for up to a maximum of 180 calendar days in a calendar year. EMPLOYEES who are scheduled to work up to a maximum of 180 days in a calendar year will meet the terms of Article 3 - Recognition on the first day of their employment. Any temporary full-time and/or part-time public employee is not eligible for vacation time, sick leave, holiday pay, health insurance, life insurance or any other fringe benefit unless otherwise dictated by the Affordable Care Act. Said EMPLOYEES will be paid at a rate of 80% of step one of a regular EMPLOYEE working in the applicable position and will not be eligible for step changes. Additionally, said EMPLOYEE shall not be entitled to protections under Article 16 - Layoffs, including rights to recall, shall not be entitled to the protections Under Article 19 - Discipline; and may be terminated at the sole discretion of the EMPLOYER during the entire period of temporary employment, regardless of whether the length of temporary employment exceeds the six month probationary period provided for in Article 17.1; and shall, in the event of being hired as a regular employee, have no time credited toward probation.

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

**ARTICLE 3            RECOGNITION**

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

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

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

**ARTICLE 4            UNION SECURITY**

4.1     The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted to the UNION.

4.2     The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this ARTICLE.

4.3     The UNION may designate up to three EMPLOYEES from the bargaining unit to act as negotiating team members and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such a choice, and the designation of a successor to the former members. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representatives.

A.     The negotiation team members may not be a newly hired or rehired EMPLOYEE who is on probation.

B.     The negotiating team members may not be paid by the EMPLOYER for meetings for UNION business except as provided in ARTICLE 7.

4.4     The UNION agrees there shall not be solicitation for membership, signing up members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYEES' work time.

- 4.5 The EMPLOYER recognizes the authority and responsibility of the UNION as provided in Minnesota Statute 179A.06, Subdivision 3 as it may be from time-to-time amended, to wit:

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

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

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

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

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

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

circumstances shall the use of the bulletin board conflict with the operation of the EMPLOYER.

## **ARTICLES            EMPLOYER SECURITY**

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

## **ARTICLE 6            EMPLOYER AUTHORITY**

- 6.1     The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 6.2     Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3     Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

## **ARTICLE 7            EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

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

### **7.1     PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of GRIEVANCES as hereinafter provided is limited by the job duties and responsibilities of

the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION representative shall be allowed a reasonable amount of time without loss of pay when a GRIEVANCE is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

## 7.2 PROCEDURE

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

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such GRIEVANCE to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 GRIEVANCE within ten (10) calendar days after receipt. A GRIEVANCE not resolved by the operation of Step 1 of the grievance procedure may be appealed by the Union by filing a notice to that effect with the EMPLOYER designated representative. Such notice shall set forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Such notice shall be filed within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any GRIEVANCE not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the EMPLOYER designated representative shall conduct a conference with the union and the EMPLOYEE in an attempt to resolve the grievance. At such conference, the union shall present the grievance in writing signed by the affected EMPLOYEE and the union. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 GRIEVANCE. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any GRIEVANCE not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A GRIEVANCE unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'S final answer in Step 3.

Step 4. A GRIEVANCE unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration before a single arbitrator to be selected from a list to be supplied by the Bureau of Mediation Services pursuant to its rules. Any

GRIEVANCE not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

### 7.3 ARBITRATOR'S AUTHORITY

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

### 7.4 WAIVER OF GRIEVANCE

If a GRIEVANCE is not presented within the time limits set forth above, it shall be considered "waived". If a GRIEVANCE is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a GRIEVANCE or an appeal thereof within the specified time limits, the UNION may elect to treat the GRIEVANCE as denied at that step and immediately appeal the GRIEVANCE to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

## ARTICLES

### WORK SCHEDULES -PREMIUM PAY

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

- 8.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an EMPLOYEE shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday. The normal work week for premium pay

purposes shall begin at 12:01 A.M. Saturday. EMPLOYEES shall be given a two week posted or written notice of exceptions or changes in the normal work week start time. In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.

- 8.2 In order to provide service to the public, the EMPLOYER may require the establishment of shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis other than the normal work day or work week.
- 8.3 Each EMPLOYEE has an obligation to work overtime or callbacks if requested. Overtime will first be offered by the EMPLOYER on a voluntary basis. Employees who are on vacation leave that has been requested and approved according to normal department procedures are not obligated to respond to callbacks.
- 8.4 Every regular EMPLOYEE shall be granted a thirty (30) minute lunch break without pay. Also, every regular EMPLOYEE, when working under conditions where a break period is practicable, shall be granted a fifteen (15) minute break period with pay in each half of the EMPLOYEE'S shift. Each department head shall schedule rest periods so as not to interfere with work requirements.
- 8.5 EMPLOYEES who are not exempt from the Fair Labor Standards Act (FLSA), working in excess of forty (40) hours within the work week, shall be compensated for such over-time at the rate of one and one-half (1-1/2) times the EMPLOYEE'S regular rate of pay in accordance to FLSA. The formula used for payment herein shall be the same regardless of operation of equipment at HEO, LEO or other rates of pay. As an alternative to compensation at premium rates for time worked in excess of forty (40) hours within the work week, the Employee may request compensatory time off in lieu of over-time pay compensatory time off to an EMPLOYEE, to be taken at a later date, which shall be computed at one and one-half (1-1/2) the time worked in excess of forty (40) hours within a work week.

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

- 8.6 Neither compensation for over-time nor accumulation of compensatory time off will be granted unless the work is performed at the direction of, or with the prior written approval of, the EMPLOYEE'S supervisor.
- 8.7 Neither compensation at over-time rates nor accumulation of compensatory time off will be paid for time not worked except as provided in this section. Time worked for the purpose of calculating over-time shall be actual time worked plus holidays recognized in Article 10, plus vacation time scheduled at least one week in advance of its use, plus sick leave, and compensatory time off. Unpaid leave shall not be counted as time worked for the purpose of calculating over-time.
- 8.8 When an EMPLOYEE accrues one hundred and twenty (120) hours of unused compensatory time off, further accumulation of compensatory time off is

prohibited, and the EMPLOYEE shall be paid for overtime in accordance with this Article.

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

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

- 8.9 An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the operations of the EMPLOYER. Prior approval of the EMPLOYEE'S supervisor is required for the use of compensatory time-off.
- 8.10 A regular EMPLOYEE who is called out to perform work services on other than the EMPLOYEE'S scheduled shift shall receive a minimum of two (2) hours pay. The two hour minimum shall count toward worked hours for the purpose of calculation of overtime. An extension of a shift or an early start to a shift shall not be considered a call back for purposes of this section.
- 8.11 On Call Policy: Public Works Maintenance staff only

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

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

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

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

On call employees that respond to a call may require assistance in order to safely and effectively complete the necessary work. If so, the on call employee may call another regular Public Works employee to provide assistance, without receiving immediate authorization from a supervisor. Said employee will be compensated as per section 8.10.

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

## **ARTICLE 9           SICK LEAVE**

- 9\_-1 Every probationary and regular EMPLOYEE is entitled to accrue sick leave with pay at a rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. The EMPLOYER may compute sick leave on an hourly basis equivalent to 96 hours per 2080 hours of compensated time, exclusive of overtime.
- 9.2 Sick leave may be accrued to a maximum of 960 hours at a rate established in Section 9.1. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1st) may be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.
- 9.3 Sick leave may be authorized, when the EMPLOYEE is unable to perform work duties due to illness, disability, the necessity for medical, dental, or chiropractic care, childbirth, or exposure to contagious disease where such exposure may endanger the health of others with whom the EMPLOYEE would come in contact in the course of performing work duties. Sick leave may also be authorized, when the EMPLOYEE'S presence is necessary, for actual illness, injury, legal quarantine, or medical treatment for serious illness in the EMPLOYEE'S immediate family. Immediate family, for the purposes of this ARTICLE, shall be defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of EMPLOYEE'S spouse's family.
- 9.4 Employees are allowed funeral leave up to 24 hours (three 8-hour days or two 12-hour days) twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family as defined under Article 9.3. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must

be taken within five (5) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.

9.5 EMPLOYEES are able to use accrued leave or compensatory time (with prior approval from a supervisor) for family members not considered immediate family members under ARTICLE 9.3. To be eligible for sick leave with pay, an EMPLOYEE shall:

- (1) report as soon as possible to the EMPLOYEE'S department head the need for sick leave and whether the sick leave is for the EMPLOYEE, EMPLOYEE'S child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent or stepparent;
- (2) keep the EMPLOYEE'S department head informed of the need for continued sick leave if the absence is of more than three (3) days duration;
- (3) submit a medical certificate for any absence if required by the City Administrator;
- (4) provide the EMPLOYER with sufficient information needed in order to comply with the Family and Medical Leave Act.

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

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

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

**ARTICLE 10            HOLIDAYS**

10.1    Holidays with pay are defined as:

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

10.2    All EMPLOYEES in regular positions are entitled to time off with full pay on the holidays defined in this ARTICLE. City hall shall be closed for business on each such holiday, but EMPLOYEES may be required to work on paid holidays when the nature of their duties or other conditions require. An EMPLOYEE required to work on a holiday shall receive their full pay for the holiday as defined in this ARTICLE. In addition, employees shall receive 1-1/2 times the EMPLOYEE'S base hourly pay rate for the time they work on such holiday or compensatory time off.

10.3    When New Year's Day, Independence Day or Christmas Day falls on Sunday, the following Monday is considered the paid holiday and if any such day falls on Saturday, the preceding Friday is considered the paid holiday. When Christmas Eve falls on Sunday, the preceding Friday is considered the paid holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for twenty-four (24) hours thereafter.

10.4    In order to be eligible for paid holidays as defined in this Article, EMPLOYEES must work the day before and the day after such holiday, unless on vacation, other paid leave, or excused in advance by the City Administrator.

10.5    In addition to meeting the foregoing criteria, regular part-time EMPLOYEES are entitled to be paid for a holiday defined in this ARTICLE, based on the number of hours worked during any given pay period.

**ARTICLE 11            VACATION LEAVE**

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

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

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

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

- 11.2 An EMPLOYEE'S accrual or "banked" vacation leave may not exceed two times the yearly accrual at any point in time.
- 11.3 Vacation leave may be used as eamed subject to approval by the department head prior to the time at which said vacation is to be taken and subject to the provisions in ARTICLE 18.
- 11.4 Any EMPLOYEE leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

Any EMPLOYEE leaving the municipal service without giving proper notice of such termination of employment shall not be compensated for vacation leave accrued and unused to the date of separation.

- 11.5 For the purpose of accumulating additional vacation leave, an EMPLOYEE using earned vacation leave, paid holidays, sick leave, or compensatory time off is considered to be working.
- 11.6 Regular part-time EMPLOYEES shall be entitled to paid vacations computed by converting their annualized part-time employment to equivalent adjusted full-time service.

## **ARTICLE 12           INSURANCE**

- 12.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 12.2 Neither regular part-time EMPLOYEES nor temporary EMPLOYEES shall be entitled to group health insurance including dependent coverage.
- 12.3 Annually during the month of December, or upon termination, the EMPLOYER will calculate the difference between the insurance allowance and the actual insurance cost for the calendar year. If the insurance allowance exceeds the cost of insurance benefits referred to in 12.1, EMPLOYER will remit the difference between the insurance allowance and the actual cost, net of all taxes, to the EMPLOYEE.
- 12.4 The EMPLOYER agrees to provide for a Labor Management Committee which will provide input to the EMPLOYER on issues such as safety, insurance and recognition programs. Three members of the bargaining unit appointed by the bargaining unit will serve on this Committee along with management's appointed representatives.
- 12.5 The EMPLOYER, effective January 1, 2018, agrees to contribute the dollar value equivalent to the cost of the monthly employee only dental premium as established by the EMPLOYER. Credit in lieu of coverage will not be granted.

## **ARTICLE 13           LEAVES**

- 13.1 The EMPLOYER may grant any EMPLOYEE a Leave of Absence without pay for a period not exceeding ninety (90) days, except that it may extend such leaves to a maximum period of one (1) year in case the EMPLOYEE is disabled or where extraordinary circumstances, in its judgment, warrant such extension.
- 13.2 Every EMPLOYEE to whom Minnesota Statutes Section 192.26 or 192.261 applies (Military Leave) is entitled to the benefits afforded by those sections, subject to the conditions therein prescribed.

- 13.3 An EMPLOYEE required to serve as a juror or under subpoena as a witness in court for job related purposes, shall be granted leave of absence with pay while serving in such capacity. Such EMPLOYEE shall receive the amount of the difference between the EMPLOYEE'S regular salary and Jury Duty pay or fees received for service. An EMPLOYEE cannot receive more than the EMPLOYEE'S normal take-home pay as a result of any EMPLOYER pay supplemented to Jury Duty pay.

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

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

#### **ARTICLE 14 SENIORITY**

- 14.1 Seniority is defined as:

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

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

#### **ARTICLE 15 JOB VACANCIES**

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

#### **ARTICLE 16 LAY OFF**

- 16.1 EMPLOYEES shall be laid off on the basis of job classification seniority only when the job relevant qualification factors between EMPLOYEES are equal. After at least two (2) weeks notice to the EMPLOYEE, the EMPLOYER may lay off any EMPLOYEE when such action is necessary because of shortage of work or funds, the abolition of a position, or changes in the organization. No regular or

probationary EMPLOYEE shall be laid off while there is a temporary EMPLOYEE serving in the same class of position for which the regular or probationary employee is qualified, eligible, and available.

- 16.2 EMPLOYEES laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. The EMPLOYER shall notify EMPLOYEES on layoff by registered mail to return to work at the EMPLOYEE'S last known address. The EMPLOYEE must return to work within three (3) weeks of receipt of this order to be eligible for reemployment.
- 16.3 Notwithstanding any of the foregoing provisions of this ARTICLE, all recall rights and all other rights under this AGREEMENT shall be lost if any of the following occurs:
- A. An EMPLOYEE quits of EMPLOYEE'S own accord; or
  - B. An EMPLOYEE is dismissed for cause; or
  - C. An EMPLOYEE does not return to work when recalled after lay-offs, in accordance with this ARTICLE; or
  - D. An EMPLOYEE is absent from the payroll due to lay-off continuously for fifty-two (52) weeks or more.
- 16.4 In the event the EMPLOYER chooses to subcontract over 51% of a position(s) which would result in a lay off of EMPLOYEE(S), the EMPLOYER shall notify the affected EMPLOYEE(S) no less than ninety (90) days prior to the effective date of lay off. At no time shall the notice of layoff for other reasons be less than 45 days.

## **ARTICLE 17            PROBATIONARY PERIODS**

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

**ARTICLE 18           JOB SAFETY**

- 18.1 It shall be the responsibility of the EMPLOYER, the UNION and the EMPLOYEE to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This responsibility shall include the provision of safe equipment and the proper use of all equipment in accordance with recognized safety procedures.
- 18.2 Whenever an EMPLOYEE is injured on the job, such employee shall report the injury to the EMPLOYEE'S supervisor immediately, if possible. The supervisor shall, if reasonably possible, first secure needed medical aid for the injured EMPLOYEE and then shall promptly file an accident report with the appropriate insurance carrier giving full particulars.
- 18.3 The EMPLOYER shall furnish to each of its EMPLOYEES conditions of employment and a place of employment free from recognized hazards, that are not by nature characteristic hazards of the EMPLOYEE'S chosen profession, but are causing or likely to cause death or serious injury or harm to its EMPLOYEES.

**ARTICLE 19           DISCIPLINE**

- 19.1 EMPLOYEES will be disciplined only for just cause. The seriousness or frequency of misconduct will be factors in determining whether discharge rather than some other disciplinary action is warranted.
- 19.2 Disciplinary actions will be in the form of:
  - A. Oral reprimand;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Discharge.
- 19.3 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the EMPLOYEE and the EMPLOYEE'S personnel file.
- 19.4 Prior to discharging an EMPLOYEE who has completed the probation period, the EMPLOYER shall notify the EMPLOYEE and the union, in writing, that the EMPLOYEE is to be discharged, the reason(s) therefore, the EMPLOYEE'S right to a hearing in accordance with this Article and the effective date of the discharge.

The EMPLOYEE may request an opportunity to hear an explanation of the evidence against him/her and to present his/her explanation of issues and circumstances related to the EMPLOYEE'S discharge to the EMPLOYER'S representative. The EMPLOYEE is entitled to union representation at such meeting, upon request. The right of such meeting shall expire at the end of the next scheduled work day of the EMPLOYEE after the notice of discharge is delivered to the EMPLOYEE unless the EMPLOYER and EMPLOYEE agree otherwise. The discharge shall not become effective during the period when the meeting may occur. However, the EMPLOYEE may be suspended without pay during the time between the notice of discharge and the expiration of the pre-termination meeting. Any further appeal of the discharge may be initiated by the UNION at Step 2 of the GRIEVANCE procedure provided that the written appeal is signed by the EMPLOYEE and the UNION. It is agreed that the availability of this appeal procedure satisfies all due process requirements for a pre-termination hearing.

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

## **ARTICLE 20            WAGES**

- 20.1 EMPLOYEES shall be compensated in accordance with the wage schedules and text attached hereto as Appendix A. Appendix A2 reflects a three percent (3%) cost of living adjustment (COLA) over 2021 wages, effective January 1, 2022.

Appendix A3 reflects a three percent (3%) COLA over 2022 wages, effective January 1, 2023 as well as a two and a half percent (2.5%) market rate adjustment for the following Public Works Maintenance Worker positions: Building, Parks, Streets, and Utilities Maintenance Workers and Public Works Lead Workers.

Appendix A4 reflects a three percent (3%) COLA over 2023 wages, effective January 1, 2024 as well as a two and a half percent (2.5%) market rate adjustment for the following Public Works Maintenance Worker positions: Building, Parks, Streets, and Utilities Maintenance Workers and Public Works Lead Workers.

- 20.2 Public Works Maintenance Workers or Building Inspectors expressly assigned in writing by the supervisor or department director to perform the duties of an interim lead worker due to the absence of a supervisor shall receive an interim lead worker differential of one dollar (\$1.00) per hour. Interim Lead pay will be paid for all hours assigned and worked in the interim lead worker capacity. Interim lead workers will not be assigned for project-based work. The department head may or may not assign an interim lead at his/her sole discretion.

**ARTICLE 21            UNIFORMS**

- 21.1 The EMPLOYER shall furnish uniforms and cleaning of such uniforms for EMPLOYEES in the Public Works Department, this includes Building Maintenance Workers.
- 21.2 Public Works Maintenance employees and Engineering Technicians may choose to opt out of the contract uniform service by January 15 of each year. Contract uniform services will be cancelled by February 1 of each year for employees who opt out.
- 21.3 All uniform items provided by the EMPLOYER shall remain the property of the EMPLOYER and as each item is either discarded or replaced, the discarded or replaced items shall be returned to the EMPLOYER. In the event any such items are lost or damaged through the negligence of the EMPLOYEE possessing said property, (reasonable wear and depreciation expected), such EMPLOYEE shall be financially responsible for the replacement of said negligently lost or destroyed item.
- 21.4 The EMPLOYER shall designate the standard uniform required while on duty.
- 21.5 Public Works Maintenance Workers, Engineering Technicians, Building Maintenance Workers and Building Inspectors may submit an original store receipt to the EMPLOYER for a one time reimbursement per year, as follows:
  - A) Work boots up to \$150 annually (includes 1 or more boots)
  - B) Work clothes up to \$350 annually (excludes employees participating in the contract uniform service)
  - C) Embroidery up to \$25.00 annually (excludes employees participating in the contract uniform service)
- 21.6 The EMPLOYER shall provide required personal protective equipment as determined by Occupational Safety and Health Administration.

**ARTICLE 22            SEVERANCE PAY**

EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER based upon thirty-three percent (33%) of said EMPLOYEE'S unused accumulated sick leave after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive thirty-five percent (35%) of said EMPLOYEE'S unused, accumulated sick leave. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty-seven percent (37%) of unused,

accumulated sick leave. After twenty-five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEE'S unused, accumulated sick leave.

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

**ARTICLE 23                    POST EMPLOYMENT HEALTH CARE SAVINGS PLAN**

**23.1    Purpose**

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

**23.2    Effective Date**

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

This PEHCSP is effective November 1, 2008.

**23.3    Eligibility Requirements**

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

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

**23.4    Benefits**

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

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

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

### **23.5 Fees**

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

### **ARTICLE 24 SICK LEAVE FOR WELLNESS**

Please see Appendix C.

### **ARTICLE 25 WAIVER**

- 25.1 Any and all prior AGREEMENTS, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All AGREEMENTS and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.
- 25.3 The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

### **ARTICLE 26 SAVINGS CLAUSE**

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

### **ARTICLE 27 DURATION**

- 27.1 This AGREEMENT shall be effective as of the day of signing and shall remain in full force and effect through December 31, 2024 unless changed or terminated in the manner provided by this ARTICLE.


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

27.3 This AGREEMENT shall take effect from January 1, 2022 through the effective date specified in Section 27.1 of this ARTICLE.

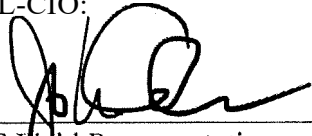
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_ day \_\_ \_

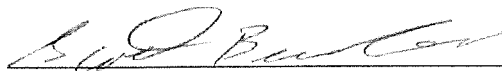
FOR THE CITY OF RAMSEY,  
MINNESOTA:

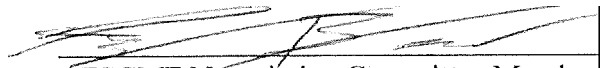
  
\_\_\_\_\_  
Mayor:

  
\_\_\_\_\_  
Attest: City Administrator

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

  
\_\_\_\_\_  
AFSCME Field Representative: \_\_\_\_\_

  
\_\_\_\_\_  
AFSCME Negotiating Committee Member

  
\_\_\_\_\_  
AFSCME Negotiating Committee Member

*IVA*  
\_\_\_\_\_  
AFSCME Negotiating Committee Member

## **APPENDIX AI      COMPENSATION PLANS**

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

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

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

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

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

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

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

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

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

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

Created by: HAN 062502  
Revised November 2011

## APPENDIX A2 Wage Scales

<b>2022 AFSCME Wages 3.00% Increase</b>	<b>Step 1</b>	<b>Step2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
Accounting Clerk	23.262	24.425	25.589	26.752	27.915	29.078
Administrative Clerk	23.262	24.425	25.589	26.752	27.915	29.078
Administrative Assistant	23.262	24.425	25.589	26.752	27.915	29.078
Building Inspector	33.098	34.752	36.407	38.062	39.717	41.372
Code Enforcement Officer	30.155	31.663	33.171	34.678	36.186	37.694
Communications and Event Coordinator	25.859	27.152	28.445	29.738	31.031	32.324
Community Development Assistant	27.001	28.351	29.701	31.052	32.402	33.752
Community Service Officer	21.728	22.815	23.901	24.987	26.074	27.160
Engineering Technician II	28.163	29.571	30.979	32.387	33.795	35.203
Engineering Technician III	29.907	31.403	32.898	34.393	35.889	37.384
Engineering Technician IV	33.108	34.763	36.418	38.074	39.729	41.385
Fire Technician	22.379	23.498	24.617	25.736	26.855	27.974
IT Support Technician	26.650	27.983	29.315	30.648	31.980	33.313
Permit Technician	24.825	26.066	27.307	28.549	29.790	31.031
Planning Technician	30.156	31.664	33.172	34.679	36.187	37.695
Police Lead Technician	24.147	25.355	26.562	27.769	28.977	30.184
Police Technician	22.379	23.498	24.617	25.736	26.855	27.974
Public Works Auto Mechanic	26.495	27.820	29.145	30.469	31.794	33.119
Public Works Building Maintenance Worker	20.370	21.388	22.407	23.425	24.444	25.462
Public Works Parks/Streets/Utilities Maint. Worker	24.389	25.609	26.828	28.048	29.267	30.487
Public Works Parks/Streets Lead Worker	28.044	29.446	30.849	32.251	33.653	35.055
Recreation Specialist	23.262	24.425	25.589	26.752	27.915	29.078
Secretary/Receptionist	22.379	23.498	24.616	25.735	26.854	27.973

<b>2023 3.00% with 2.5% MRA for * positions</b>	<b>Step 1</b>	<b>Step2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
Accounting Clerk	23.960	25.158	26.356	27.554	28.752	29.950
Administrative Clerk	23.960	25.158	26.356	27.554	28.752	29.950
Administrative Assistant	23.960	25.158	26.356	27.554	28.752	29.950
Building Inspector	34.091	35.795	37.500	39.204	40.909	42.613
Code Enforcement Officer	31.060	32.613	34.166	35.719	37.272	38.825
Communications and Event Coordinator	26.635	27.966	29.298	30.630	31.962	33.293
Community Development Assistant	27.811	29.202	30.592	31.983	33.374	34.764
Community Service Officer	22.380	23.499	24.618	25.737	26.856	27.975
Engineering Technician II	29.007	30.458	31.908	33.359	34.809	36.259
Engineering Technician III	30.804	32.345	33.885	35.425	36.965	38.505
Engineering Technician IV	34.101	35.806	37.511	39.216	40.921	42.626
Fire Technician	23.050	24.203	25.355	26.508	27.660	28.813
IT Support Technician	27.450	28.822	30.195	31.567	32.940	34.312
Permit Technician	25.570	26.848	28.127	29.405	30.683	31.962
Planning Technician	31.061	32.614	34.167	35.720	37.273	38.826
Police Lead Technician	24.872	26.115	27.359	28.603	29.846	31.090
Police Technician	23.050	24.203	25.355	26.508	27.660	28.813
Public Works Auto Mechanic	27.290	28.654	30.019	31.383	32.748	34.112
*Public Works Building Maintenance Worker	21.505	22.581	23.656	24.731	25.806	26.882
*Public Works Parks/Streets/Utilities Main. Worker	25.749	27.036	28.324	29.611	30.899	32.186
*Public Works Parks/Streets Lead Worker	29.608	31.088	32.568	34.049	35.529	37.010
Recreation Specialist	23.960	25.158	26.356	27.554	28.752	29.950
Secretary/Receptionist	23.050	24.202	25.355	26.507	27.660	28.812

<b>2024 3.00% with 2.5% MRA for * positions</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
Accounting Clerk	24.679	25.913	27.147	28.381	29.615	30.849
Administrative Clerk	24.679	25.913	27.147	28.381	29.615	30.849
Administrative Assistant	24.679	25.913	27.147	28.381	29.615	30.849
Building Inspector	35.113	36.869	38.625	40.380	42.136	43.892
Code Enforcement Officer	31.992	33.591	35.191	36.790	38.390	39.989
Communications and Event Coordinator	27.434	28.805	30.177	31.549	32.920	34.292
Community Development Assistant	28.646	30.078	31.510	32.943	34.375	35.807
Community Service Officer	23.051	24.204	25.356	26.509	27.662	28.814
Engineering Technician II	29.878	31.372	32.865	34.359	35.853	37.347
Engineering Technician III	31.729	33.315	34.901	36.488	38.074	39.661
Engineering Technician IV	35.124	36.880	38.636	40.393	42.149	43.905
Fire Technician	23.742	24.929	26.116	27.303	28.490	29.677
IT Support Technician	28.273	29.687	31.101	32.514	33.928	35.342
Permit Technician	26.337	27.653	28.970	30.287	31.604	32.921
Planning Technician	31.993	33.592	35.192	36.791	38.391	39.991
Police Lead Technician	25.618	26.899	28.180	29.461	30.741	32.022
Police Technician	23.742	24.929	26.116	27.303	28.490	29.677
Public Works Auto Mechanic	28.109	29.514	30.919	32.325	33.730	35.136
*Public Works Building Maintenance Worker	22.704	23.839	24.975	26.110	27.245	28.380
*PW Parks/Streets/Utilities Maint. Worker	27.184	28.543	29.903	31.262	32.621	33.980
*Public Works Parks/Streets Lead Worker	31.262	32.825	34.388	35.951	37.514	39.077
Recreation Specialist	24.679	25.913	27.147	28.381	29.615	30.849
Secretary/Receptionist	23.741	24.929	26.116	27.303	28.490	29.677

**APPENDIXB**

**ANNIVERSARY DATES FOR REGULAR EMPLOYEES**

<b>Name of Employee</b>	<b>Title</b>	<b>Current Position Anniversary Date</b>	<b>Original Anniversary Date</b>
Erick Benson	Building Maint. Worker	September 23, 2020	September 23, 2020
Scott Berscheid	Public Works Maint. Worker	December 13, 2017	December 13, 2017
Zach Bray	Public Works Maint. Worker	July 12, 2021	July 12, 2021
Michael Breiter	Public Works Maint. Worker	June 10, 2019	June 10, 2019
Christopher Bruneau	IT Support Technician	November 15, 2021	November 15, 2021
AnnMarie Busack	Fire Technician	August 31, 2015	August 31, 2015
Andy Blood	Public Works Maint. Worker	March 1, 2018	March 1, 2018
Terry Byron, Jr.	Public Works Parks Lead Worker	January 23, 2019	April 28, 2005
Nicole Cramton	Police Technician	January 4, 2021	January 4, 2021
Logan Czech	Engineering Technician II	September 3, 2019	September 3, 2019
Mario Cavallaro	Public Works Main. Worker	November 1, 2021	November 1, 2021
Jerome Dube	Public Works Maint. Worker	January 12, 2005	October 2, 2000
Ryan Duran	Community Service Officer	May 26, 2021	May 26, 2021
Jeff Erickson	Public Works Maint. Worker	February 28, 2007	February 28, 2007
Trudie Falk	Build. Insp. Adm. Assistant	September 24, 2020	September 24, 2020
Matt Graf	Public Works Maint. Worker	February 26, 2014	February 26, 2014
Randy Heaton	Building Maint. Worker	April 10, 2017	April 10, 2017
Jamie Hedburg	Police Technician	January 25, 2017	January 25, 2017
Dane Jessen	Public Works Maint. Worker	March 1, 2021	March 1, 2021
Jennifer Johnson	Police Technician	November 3, 2016	August 29, 2012
Ellen Krueger	Permit Technician	January 1, 2017	March 25, 2015
Vacant	Public Works Maint. Worker	TBD	TBD
Nicole Laubach	Administrative Assistant	October 27, 2021	October 27, 2021
Dan Lowrie	Public Works Maint. Worker	September 8, 2021	September 8, 2021
Aaron Madsen	Engineering Technician IV	September 1, 2019	November 12, 2002
Nick Maras	Public Works Mechanic	December 29, 2004	December 29, 2004
Jacob Marks	Public Works Maint. Worker	July 23, 2018	July 23, 2018
Marla Martinez	Recreation Specialist	January 11, 2022	January 11, 2022
Brian McCann	Planning Technician	March 25, 2020	March 25, 2020
Katie McNally	Community Service Officer	February 25, 2019	February 25, 2019
Don Meyenburg	Building Maintenance Worker	August 28, 2006	August 28, 2006
Pam Miller	Receptionist/Secretary	May 25, 1999	May 25, 1999

Todd Nelson	Public Works Maint. Worker	February 9, 2005	Februaiy 9, 2005
Tammy Oakes	Accounting Clerk	August 23, 2021	August 23, 2021
Doug Polzin	Mechanic	December 13, 2021	December 13, 2021
Bria Raines	Zoning Code Enforcement Officer	April 12, 2021	April 12, 2021
David Rankin	Building Inspector	April 12, 2021	April 12, 2021
Alejandra Sanchez	Permit Technician	September 4, 2018	September 4, 2018
Kathy Schmitz	Administrative Clerk	June 13, 2013	February 1, 1988
Wendy Schlueter	Econ. Dev. Administrative Assistant	November 29, 2018	N vember 29, 2018
Emmah Siedow	Lead Police Records Technician	October 2, 2017	October 2, 2017
Megan Thorstad	Communications and Events Coord.	June 18, 2018	June 18, 2018
Shane Turner	Public Works Streets Lead Worker	June 1, 2019	September 25, 2014
Mary Jo Warner	Parks & PW/Administrative Assistant	August 6, 2001	August 6, 2001
Marsha Weidner	Engineering Administrative Assistant	February 2, 2018	February 2, 2018

## **APPENDIX C: SICK LEAVE FOR WELLNESS**

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

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

### *Required Documentation*

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

### *Approved Medical and Dental Expenses*

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

### *Approved Wellness-Related Activities*

Approved wellness activities include the following:

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

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

*The following are not eligible for reimbursement:*

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

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

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

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

#### *Approved Deferred Compensation Contributions*

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

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

## MEMORANDUM OF UNDERSTANDING

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

#### ARTICLE 12 MOU INSURANCE

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.N.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.N.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.N.E.B.A.* or H.S.A.
- Other single plans receive \$130.00 per month toward the *H.R.A.N.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.N.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the *H.R.A.N.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.N.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.N.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.N.E.B.A. or H.S.A.
- Other single plans receive \$130.00 per month toward the H.R.A.N.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.N.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the H.R.A.N.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.

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

ARTICLE 21            M.O.U. UNIFORMS

January 1, 2022 through December 31, 2024 as described below:

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

WHEREAS, the City and the Union are parties to a 2022-2024 collective bargaining agreement; and

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

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

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

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

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

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

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

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

For, 2022-2024 the City will provide a monetary uniform stipend to the EMPLOYEES in the following positions at the amounts listed:

- a. Building Maintenance Workers \* \$393.75
- b. Engineering Technicians\* \$393.75
- c. Parks, Streets and Utilities Maintenance Workers\* \$393.75
  - 1. The above listed stipends include any costs associated with embroidery; any costs greater than the above listed stipend shall be the EMPLOYEES responsibility.
- d. Building Inspectors\* \$393.75
- e. Job classifications not listed herein, but deemed by the EMPLOYER to require uniforms, will be provided with said uniform; the cost of said uniform will be paid by the EMPLOYER; and the taxable value of the uniform will be processed through payroll as a taxable fringe benefit.
- f. Other EMPLOYEES whose work requires protective footwear will also receive the below mentioned voucher for the purchase of OSHA approved protective footwear.

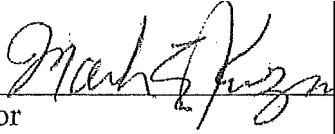
\*Denotes job classifications that receive vouchers for the purchase of OSHA approved protective footwear.

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

- 1) Approved Uniforms  
Approved work pants shall be either jeans or uniform style work pants; approved shorts are permitted during the summer and shall be of a solid color -- no patterned material allowed. Approved shirts shall be uniform shirts or polo shirts purchased from an approved City vendor; solid color work short-sleeve shirts and solid color work long-sleeve shirts; and solid color crew-neck work sweatshirts.
- 2) Unapproved Clothing  
Unapproved clothing includes, but may not be limited to clothing with advertisements or logos larger than 2" (other than City logos); sleeveless shirts, athletic wear such as sweatpants, sweat-suits, workout clothes, and tennis shoes are not allowed. If EMPLOYEES are uncertain as to whether or not a clothing item will be allowed they should consult with their supervisor.
- 3) Condition of Clothing  
Clothing must always be neat, clean, and not overly worn, faded, or in disrepair. EMPLOYEES must maintain this standard or, at the discretion of the Department Head, will be ineligible to receive future stipends and transferred to the City's uniform service.

This Memorandum of Understanding sunsets on December 31, 2024.

**FOR THE CITY OF RAMSEY:**

BY:   
Mayor

12-03-2021  
Date

**A: B y:: [L]**  
City Administrator

11-30-21  
Date

**FOR AFSCME ----- ;:::7**

BY: .....?a.9f.e----- c:.....//  
Negotiating Team Member

12-13-21  
Date

BY:   
Negotiating Team Member

12-14-21  
Date

BY: NA  
Negotiating Team Member

\_\_\_\_\_  
Date

BY:   
Field Representative

12/15/21  
Date

|

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

**January 1, 2022 to December 31, 2024 as described below:**

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

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

**The Program:**

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

**Educational Expenses:**

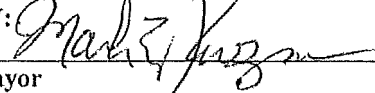
Training and tuition expenses incurred as a result of the Career Ladder Program will be paid and/or reimbursed as defined in the City Personnel Policy.

**Wages:**

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

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

**FOR THE CITY OF RAMSEY:**

BY:   
Mayor

12-03-2021  
Date

**A : c / : Q**  
City Administrator

11-30-21  
Date

**FOR AFSCME**

BY:   
Negotiating Team Member

12-13-21  
Date

BY:   
Negotiating Team Member

12-14-21  
Date

BY: **NA**

Negotiating Team Member

BY: 

Field Representative

\_\_\_\_\_  
Date

12/15/21

\_\_\_\_\_  
Date

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

**January 1, 2022– December 31, 2024**

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

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

THIS AGREEMENT is entered into as of January 1, 2021, between the CITY OF RAMSEY, hereinafter called the Employer, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called LELS.

It is the intent and purpose of this Agreement to:

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

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

**ARTICLE TWO (2)                    RECOGNITION**

- 2.1     The Employer recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all patrol officers.
- 2.2     In the event the Employer and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE THREE (3)                    DEFINITIONS**

- 3.1     LELS. Law Enforcement Labor Services, Inc.
- 3.2     LELS Member. A member of Law Enforcement Labor Services, Inc.
- 3.3     Employee. A member of the exclusively recognized bargaining unit.
- 3.4     Department. The Ramsey Police Department.
- 3.5     Employer. The City of Ramsey.
- 3.6     Chief. The Chief of the Ramsey Police Department.
- 3.7     LELS Officer. Officer elected or appointed by Law Enforcement Labor Services,

Inc.

- 3.8 Overtime. Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 Scheduled Shift. A consecutive work period including two rest breaks and a lunch break.
- 3.10 Rest Breaks. Two periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 Lunch Break. A period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 Strike. Concerted Action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

#### **ARTICLE FOUR (4)**

#### **EMPLOYER AUTHORITY**

- 4.1 Employer retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

#### **ARTICLE FIVE (5)**

#### **UNION SECURITY**

- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly LELS dues. Such monies shall be remitted as directed by LELS.
- 5.2 LELS may designate employees from the bargaining unit to act as a representative and an alternate and shall inform the Employer in writing of such choice and changes in the position of representative and/or alternate.
- 5.3 The Employer shall make space available on the employee bulletin board for posting LELS notice(s) and announcement(s).

- 5.4 LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this ARTICLE.

#### **ARTICLE SIX (6) EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

- 6.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 LELS Representatives. The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. LELS shall notify the Employer in writing of the names of such LELS Representatives and of their successors when so designated as provided by Article 5.2 of this Agreement.
- 6.3 Processing of a Grievance. It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a LELS Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the Employee and the LELS representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Procedure. Grievances, as defined by Article 6.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give LELS the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any

grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give LELS the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by LELS within ten (10) calendar days shall be considered waived.

Step 3A. A grievance unresolved in Step 2 and appealed to Step 3 by LELS may be submitted to mediation subject to Public Employees Labor Relations Act (PELRA).

Step 4. A grievance unresolved in Step 3 or 3A and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by state law.

#### 6.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and LELS, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and LELS in each step.

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

## **ARTICLE SEVEN (7)**

## **SENIORITY**

- 7.1 Seniority shall be determined by the Employee's length of continuous employment with the Police Department and may be posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 7.2 During the one year probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the one year probationary period, a promoted or reassigned Employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 7.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new Employee is hired.
- 7.4 Annual leave shall be selected according to the following procedure:

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

## **ARTICLE EIGHT (8)**

## **DISCIPLINE**

- 8.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;

- b) Written reprimand;
- c) Suspension;
- d) Demotion; or
- e) Discharge

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

#### ARTICLE NINE (9)

#### WORK SCHEDULES

- 9.1 The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:
- a) Scheduled hours of work;
  - b) Scheduled department meetings;
  - c) Holidays;
  - d) Authorized training; and
  - e) Authorized leave time; and
  - f) Authorized compensatory time off.
- 9.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.
- 9.3 Employees are scheduled to work over 2080 hours during the year. Because of this, the employee will earn "KELLY TIME" at the rate of 4 hours per pay period. Employees will not be allowed to take any time off that they have not yet earned, other than the last pay period of the year. Employees will be able to bank up to a total of 48 hours. Employees are expected to manage their own time off and be responsible for not going over the cap.

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

#### **ARTICLE TEN (10) OVERTIME/COMPENSATORY TIME**

- 10.1 Employees will be compensated at one and one-half (1 ½) times the Employee's regular base pay rate for working beyond their regular shift and for hours worked in excess of the Employee's regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this ARTICLE.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime offered and refused by Employees will, for record purposes under ARTICLE 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked; for the purpose of computing overtime compensation, an Employee using earned vacation leave, compensatory time off, sick leave or paid holidays is considered to be working.
- 10.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 10.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employees from so working.
- 10.7 Employees may elect to take compensatory time off in lieu of receiving overtime compensation except for the following: 1) Court time will be paid as overtime, 2) Hold-overs will be paid as overtime, 3) Early shift starts over two hours to cover the schedule will be paid as overtime (two hours and under may be taken as compensatory time off or overtime) 4) Scheduled overtime will be paid as overtime.

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

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

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

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

**ARTICLE ELEVEN (11) COURT TIME**

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

**ARTICLE TWELVE (12) STANDBY TIME**

- 12.1 If the Employer requires any Police Department Employee (Patrol Officer or Investigator) to standby, the Employee shall receive one hundred dollars (\$100.00) pay. If the Employee is called into court after being on standby, he or she will forfeit the standby pay and shall receive the three (3) hour minimum court overtime payment instead. The Employer shall notify any Employee on standby when said Employee is no longer on such duty status.
- 12.2 If an Officer is required to standby, the Employee shall receive one hundred dollars (\$100.00) pay per day of standby. If the Employee is called into duty, he or she will forfeit the standby pay and shall receive overtime pay of time and one-half (1.5) for hours worked in excess of regularly scheduled hours.

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

- 13.1 An Employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum.

**ARTICLE FOURTEEN (14) VACATION**

- 14.1 Every regular Employee having less than six (6) years consecutive full-time service shall earn vacation leave at the rate of 5/6ths of a working day for each calendar month of full-time service. Each regular Employee with at least six (6), but less than twelve (12), consecutive years of full-time service shall earn vacation leave at the rate of 1.25 working days for each calendar month of full-time service. Each regular Employee with at least twelve (12), but less than seventeen (17), years of consecutive full-time service shall earn

vacation leave at the rate of 1.666 working days for each calendar month of full-time service. After sixteen years of service, each regular Employee will receive one additional day of vacation each year in excess of sixteen (16) years of service, to a maximum of 25 days per year.

- 14.2 An Employee's accrued or "banked" vacation leave must be equal to or less than two times the yearly accrual by December 31<sup>st</sup> of each year; any accruals exceeding this amount will be forfeited.
- 14.3 Vacation leave may be used as earned subject to approval by the department head at the time at which it may be taken.
- 14.4 Any Employee leaving the municipal service in good standing after giving a proper notice of at least fourteen days advance notice of such termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation.
- 14.5 For the purpose of accumulating additional vacation leave, an Employee using earned vacation leave, sick leave or paid holidays is considered to be working.

#### **ARTICLE FIFTEEN (15)                      SICK LEAVE**

- 15.1 Every probationary and regular Employee is entitled to sick leave with pay at the rate of 1 day for each calendar month of full-time service or major fraction thereof. Sick leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 2 hours. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1st) shall be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.
- 15.2 Sick leave may be granted by the Employee's Department Head when the Employee has communicated the request to a Police Supervisor, and is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or exposure to contagious disease where such exposure may endanger the health of others with whom the Employee could come in contact in the course of performing work duties. Sick leave may also be authorized when the Employee's presence is necessary, for actual illness, injury, legal quarantine, or medical treatment in the Employee's immediate family. Immediate family, for the purposes of this Article, shall be defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of Employee's spouse's family.
- 15.3 Employees are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family as defined under Article 15.2. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within 5 (five) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.
- 15.4 To be eligible for sick leave with pay, an Employee shall:

- 1) report as soon as possible to the employee's immediate supervisor the reason for the absence;
  - 2) keep the employee's immediate supervisor informed of such employee's condition;
  - 3) for any absence that exceeds three consecutive days, upon the employee's return to work, submit a medical certificate from a physician 1) when the nature of the illness warranted being seen by a health care professional or 2) at a minimum, the employee must submit his or her own written documentation with a brief explanation of the nature of the absences;
  - 4) if requested by the City Administrator or the Chief of Police, submit a medical certificate from a physician for absence.
- 15.5 Using or claiming sick leave for a purpose not authorized by Article 15.2 shall be cause for disciplinary action.
- 15.6 For the purpose of accumulating additional sick leave, an Employee using earned vacation leave, sick leave, compensatory time off or paid holidays is considered to be working.
- 15.7 EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER based upon thirty-three percent (33%) of said EMPLOYEE'S unused accumulated sick leave after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive thirty-five percent (35%) of said EMPLOYEE'S unused, accumulated sick leave. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty-seven percent (37%) of unused, accumulated sick leave. After twenty-five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEE'S unused, accumulated sick leave.

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

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

**ARTICLE SEVENTEEN (17)                      HOLIDAYS**

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

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

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

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

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

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

17.5 Employees who leave employment prior to December 31<sup>st</sup> will only be paid for unused holiday hours from holidays that occurred prior to the termination date.

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

#### **ARTICLE EIGHTEEN (18)**

#### **FITNESS-ON-DUTY**

18.1 The purpose of this Article is to give each Officer the option to exercise while on duty. This is a voluntary Fitness-on-Duty program which provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

18.2 This program is subject to the following terms and conditions: The employee will be given the option to work out one hour per shift. The average should not exceed six hours of workout time over two weeks. This option is available if allowed by shift's minimums set forth by the Chief of Police and call load. The workout time will consist to thirty minutes of the employees daily break time and up to thirty minutes of regular duty time.

- 18.3 Employees will earn one hour of "training time off" for each fitness testing event the Employee scores in the "excellent" range or above based on the Employee's age level category as determined by the Cooper Institute chart. Earned training time off will not exceed twelve hours per calendar year.
- 18.4 Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

**ARTICLE NINETEEN (19)            INSURANCE**

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

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

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

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

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

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

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

**ARTICLE TWENTY THREE (23) SALARIES**

- 23.1 The Employees' wages payable during the term of this Agreement shall be in accord with the salary schedule attached hereto as Exhibit "A" and incorporated herein by reference. Employees reaching Top Patrol are subject to the proficiency pay steps as follows:
- After 5, 8, 12 and 16 years of service.
- 23.2 Employer to pay license fees for officer's POST license.
- 23.3 Field Training Officer Supplemental Pay: Employees assigned in writing by the Employer to fulfill this assignment shall receive \$3.00 per hour over base pay while working in that capacity.
- 23.4 The EMPLOYER will pay to the person(s) assigned to Investigator positions \$250.00/month.

**ARTICLE TWENTY FOUR (24) WAIVER**

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and LELS each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

**ARTICLE TWENTY FIVE (25) DURATION**

Except as herein provided, this Agreement shall be in effect commencing January 1, 2022 and shall remain in full force and effect through and including December 31, 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 15<sup>th</sup> day of Feb 2022, per resolution #22-020 \_\_\_\_\_.

**FOR THE CITY OF RAMSEY:**

BY: Mah E. Juzman  
Mayor

2-15-2022  
Date

ATTEST: [Signature]  
City Administrator

1/26/22  
Date

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

BY: Nicholas Dahlberg  
Nicholas Dahlberg, Steward

1/22/2022  
Date

BY: Ben Rossum  
Ben Rossum, Steward

01/26/2022  
Date

BY: Adam Burnside  
Adam Burnside, LELS

01/20/2022  
Date

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

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

**2022 Wages**

- As a result of a Cost of Living Adjustment of 3% and a wage adjustment of .25%, wages will increase by 3.25% over the 2021 wage scale. The following salaries are calculated for January 1, 2022 through December 31, 2022 adding 3.25% to December 31, 2021 wages, effective on January 1, 2022.

**January 1 to December 31, 2022 Wages**

		Hourly	Monthly	Annually
First Year	70% of Top Patrol	\$29.271	\$5,074	\$60,884
Second Year	80% of Top Patrol	\$33.453	\$5,798	\$69,582
Third Year	90% of Top Patrol	\$37.634	\$6,523	\$78,279
Fourth Year	95% of Top Patrol	\$39.725	\$6,886	\$82,628
<b>Top Patrol</b>	<b>100% of Top Patrol</b>	\$41.816	\$7,248	\$86,977

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	\$42.652	\$7,393	\$88,717
After 8 years of service / 4% Over Top Patrol	\$43.489	\$7,538	\$90,456
After 12 years of service / 6% Over Top Patrol	\$44.325	\$7,683	\$92,196
After 16 years of service / 8% Over Top Patrol	\$45.161	\$7,828	\$93,935

### 2023 Wages

- As a result of a Cost of Living Adjustment of 3% and a wage adjustment of .50%, wages will increase by 3.50% over the 2022 wage scale. The following salaries are calculated for January 1, 2023 through December 31, 2023 adding 3.50% to December 31, 2022 wages, effective on January 1, 2023

#### January 1 to December 31, 2023 Wages

		Hourly	Monthly	Annually
First Year	75% of Top Patrol	\$32.460	\$5,626	\$67,516
Second Year	80% of Top Patrol	\$34.624	\$6,001	\$72,017
Third Year	90% of Top Patrol	\$38.951	\$6,752	\$81,019
Fourth Year	95% of Top Patrol	\$41.115	\$7,127	\$85,520
Top Patrol	100% of Top Patrol	\$43.279	\$7,502	\$90,021

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	\$44.145	\$7,652	\$91,822
After 8 years of service / 4% Over Top Patrol	\$45.011	\$7,802	\$93,622
After 12 years of service / 6% Over Top Patrol	\$45.876	\$7,952	\$95,422
After 16 years of service / 8% Over Top Patrol	\$46.742	\$8,102	\$97,223

## 2024 Wages

- As a result of a Cost of Living Adjustment of 3% and a wage adjustment of .25%, wages will increase by .25% over the 2023 wage scale. The following salaries are calculated for January 1, 2024 through December 31, 2024 adding 3.25% to December 31, 2023 wages, effective on January 1, 2024.

### January 1 to December 31, 2024 Wages

		Hourly	Monthly	Annually
First Year	75% of Top Patrol	\$33.515	\$5,809	\$69,710
Second Year	80% of Top Patrol	\$35.749	\$6,196	\$74,358
Third Year	90% of Top Patrol	\$40.217	\$6,971	\$83,652
Fourth Year	95% of Top Patrol	\$42.452	\$7,358	\$88,300
Top Patrol	100% of Top Patrol	\$44.686	\$7,746	\$92,947

Pro-pay per the terms in Article 20:

After 5 years of service / 2% Over Top Patrol	\$45.580	\$7,900	\$94,806
After 8 years of service / 4% Over Top Patrol	\$46.473	\$8,055	\$96,665
After 12 years of service / 6% Over Top Patrol	\$47.367	\$8,210	\$98,524
After 16 years of service / 8% Over Top Patrol	\$48.261	\$8,365	\$100,383

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

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

**For 2022 and 2023 only**, the following changes apply to Article 17, Section and 17.4 of the 2017/2018 LELS Patrol Labor Agreement:

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

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

This Memorandum of Understanding will sunset on December 31, 2023

**FOR THE CITY OF RAMSEY:**

BY: Mark E. Kuzma  
Mayor

2-15-2022  
Date

ATTEST: [Signature]  
City Administrator

1/26/22  
Date

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

BY: Nicholas Dahlberg  
Nicholas Dahlberg, Steward

1/22/2022  
Date

BY: Ben Rossum  
Ben Rossum, Steward

01/26/2022  
Date

BY: Adam Burnside  
Adam Burnside, Business Agent

01/20/2022  
Date

**MEMORANDUM OF UNDERSTANDING**

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

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

**January 1, 2022 to December 31, 2024 as described below:**

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

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

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

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

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

WHEREAS, employees will be responsible for the administrative fees.

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

Effective January 1, 2022 – December 31, 2024 4 Law Enforcement Labor Services Patrol Union employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer (City of Ramsey) on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account. All related fees will be paid by the employees. Employees have agreed to contribute an ongoing percent of pay as described below:

All employees shall contribute 2% of pay.

This Memorandum of Understanding sunsets on December 31, 2024.

**FOR THE CITY OF RAMSEY:**

BY:

Mark E. Kuzner  
Mayor

2-15-2022  
Date

ATTEST:  
Keri SWS  
City Administrator

1/26/22  
Date

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

BY: Nick Dahlberg  
Nick Dahlberg, Steward

1/22/2022  
Date

BY: Ben Rossum  
Ben Rossum, Steward

01/26/2022  
Date

BY: Adam Burnside  
Adam Burnside, Business Agent

01/20/2022  
Date

**MEMORANDUM OF UNDERSTANDING**

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

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

**January 1, 2022 to December 31, 2024 as described below:**

**1) Insurance: City monthly contributions for 2022 health insurance:**

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.

Premiums or Waiver

- Employee only (single) City contribution, not to exceed \$877.50
- Employee and Children City contribution: \$1053.30
- Employee and Spouse City contribution: \$1106.10
- Family City contribution: \$1369.50
- Cash in lieu of City's insurance contribution of \$370.00 per month

Health Reimbursement Account/Health Savings Account

- 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.
- Employees waiving health insurance will not receive H.R.A. or H.S.A. contributions

**2) City total monthly contributions for 2023 and 2024 health insurance:**

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.

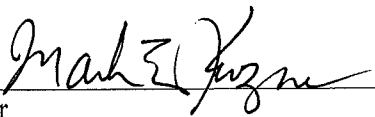
Monthly City Contributions to Premiums or Waiver

- 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 \$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
- Cash in lieu of City's insurance contribution of \$370.00 per month.

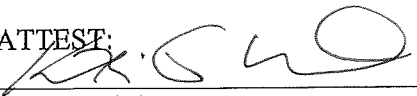
Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- 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.
- Employees waiving health insurance will not receive H.R.A. or H.S.A. contributions

**FOR THE CITY OF RAMSEY:**

BY:   
Mayor

2-15-2022  
Date

ATTEST:   
City Administrator

1/26/22  
Date

**FOR LELS - PATROL**

BY: Nicholas Dahlberg  
Nicholas Dahlberg, Steward

1/22/2022  
Date

BY: Ben Rossum  
Ben Rossum, Steward

01/26/2022  
Date

BY: Adam Burnside  
Adam Burnside, Business Agent

01/20/2022  
Date

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

**January 1, 2022– December 31, 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 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's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by LELS within ten (10) calendar days shall be considered waived

Step 3A. A grievance unresolved in Step 2 and appealed to Step 3 by LELS may be submitted to mediation subject to Public Employees Labor Relations Act (PELRA).

Step 4. A grievance unresolved in Step 3 or 3A and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by state law.

#### 6.5 Arbitrator's Authority

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

party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 6.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agree extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS in each step.
- 6.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of any EMPLOYEE who has completed the required probationary period, the grievance may be appealed either by step 4 of ARTICLE 6 or a procedure such as: Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 6. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized – Step 4 of ARTICLE 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through step 4 of ARTICLE 6.

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

- 7.1 Seniority shall be determined by the EMPLOYEE'S time in grade and may be posted in an appropriate location. Seniority rosters shall be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 7.2 During the one year probationary period, a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the EMPLOYER. During the six month probationary period, a promoted or reassigned EMPLOYEE may be replaced in the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.
- 7.3 A reduction of work force will be accomplished on the basis of seniority. EMPLOYEEES 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:
- EMPLOYEEES shall submit first and second choices for continuous vacation periods by March 1 of each year. By April 1 the City shall approve EMPLOYEE'S first and

second choices based on seniority. Senior EMPLOYEES shall have preference over junior EMPLOYEES for their first choice. Then, senior EMPLOYEES shall have preference in their second choice. In no event shall senior EMPLOYEE'S second choice supersede the first choice of junior EMPLOYEES unless the senior EMPLOYEES' first choice was not granted. Senior EMPLOYEES shall have preference for shift bid at the start of each calendar year. Holidays, when approved, shall be selected on the basis of seniority up until (10) days prior to the requested day off. Thereafter, holidays when approved, will be granted on a first-come first-served basis.

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

- 8.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledge by signature of the EMPLOYEE. EMPLOYEES and LELS shall receive a copy of such reprimands and/or notices.
- 8.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 8.5 A five (5) day (regularly scheduled consecutive work days) suspension, without pay, will precede any discharge order, except for those EMPLOYEES who are defined as Veterans pursuant to Minnesota Statutes Annotated 197.46.
- 8.6 An EMPLOYEE will not be questioned concerning an investigation of disciplinary action against that EMPLOYEE unless said EMPLOYEE has been given an opportunity to have an LELS representative present at such questioning.
- 8.7 Grievances relating to this ARTICLE shall be initiated by LELS in Step 3 of the grievance procedure under ARTICLE 6.

#### **ARTICLE 9: WORK SCHEDULES**

9.1 The normal work year for full-time EMPLOYEES shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each EMPLOYEE through:

- a) Scheduled hours of work;
- b) Scheduled department meetings;
- c) Holidays;
- d) Authorized training;
- e) Authorized leave time; and
- f) Authorized compensatory time off

9.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

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

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

#### **ARTICLE 10: OVERTIME**

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

10.2 Overtime will be distributed as equally as practicable.

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

10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

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

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

- 10.7 EMPLOYEES will be compensated at one and one-half (1 ½) times the EMPLOYEE'S regular base pay rate for working beyond their regular shift.
- 10.8 For the purposes of calculating overtime, an EMPLOYEE using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.
- 10.9 EMPLOYEES may elect to take compensatory time off in lieu of receiving overtime compensation except for the following: 1) Court time will be paid as overtime, 2) Hold-overs will be paid as overtime, 3) Early shift starts over two hours to cover the schedule will be paid as overtime (two hours and under may be taken as compensatory time off or overtime) 4) Scheduled overtime will be paid as overtime.

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

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

- 10.10 For the purpose of computing overtime compensation and/or compensatory time off, EMPLOYEES who are scheduled and attend training on a scheduled day off and the training is less than six hours, the EMPLOYEE will earn compensatory time off or overtime.
- 10.11 EMPLOYEES who are scheduled and attend training on a scheduled day off and the training is six hours or more, the EMPLOYEE will earn "Training time off" at straight time (hour for hour). Training time off must be used by the end of the calendar year.

#### **ARTICLE 11: COURT TIME**

- 11.1 An EMPLOYEE who is required to appear in Court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) 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 having less than six (6) years consecutive full-time service shall earn vacation leave at the rate of 5/6ths of a working day for each calendar month of full-time service. Each regular EMPLOYEE with at least six (6), but less than twelve (12), consecutive years of full-time service shall earn vacation leave at the rate of 1.25 working days for each calendar month of full-time service. Each regular EMPLOYEE with at least twelve (12), but less than seventeen (17), years of consecutive full-time service shall earn vacation leave at the rate of 1.666 working days for each calendar month of full-time service. After sixteen years of service, each regular EMPLOYEE will receive one additional day of vacation each year in excess of sixteen (16) years of service, to a maximum of 25 days per year.

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

- 14.2 An EMPLOYEE'S accrued or "banked" vacation leave must be equal to or less than two times the yearly accrual by December 31<sup>st</sup> of each year; any accruals exceeding this amount will be forfeited.
- 14.3 Vacation leave may be used as earned subject to approval by the department head at the time at which it may be taken.
- 14.4 Any EMPLOYEE leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

**ARTICLE 15:       SICK LEAVE**

- 15.1 Every probationary and regular EMPLOYEE is entitled to sick leave with pay at the rate of 1 day for each calendar month of full-time service or major fraction thereof. Sick leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 2 hours. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1<sup>st</sup>) shall be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.
- 15.2 Sick leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE is unable to perform work duties due to illness, disability, the necessity for medical, dental or chiropractic care, childbirth or exposure to contagious disease where such exposure may endanger the health of others with whom the EMPLOYEE could come in contact in the course of performing work duties. Sick leave may also be authorized when the EMPLOYEE'S presence is necessary, for actual illness, injury, legal quarantine or medical treatment in the EMPLOYEE'S immediate family. Immediate family, for the purposes of this Article, shall be defined as spouse, parent, step parent, children, step children, brother, sister, grandparents, grandchildren or a like member of the EMPLOYEE'S spouse's family. The EMPLOYEE shall, when taking sick leave, make sure that the department duty schedule is adjusted as to maintain the department's minimal coverage requirements during the time the EMPLOYEE is on sick leave.
- 15.3 EMPLOYEES are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family as defined under Article 15.2. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within five (5) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.
- 15.4 To be eligible for sick leave with pay, an EMPLOYEE shall:
- 1) report as soon as possible to the EMPLOYEE'S immediate supervisor the reason for the absence;
  - 2) keep the EMPLOYEE'S immediate supervisor informed of such EMPLOYEE'S condition;
  - 3) for any absence that exceeds three (3) consecutive days, upon the EMPLOYEE'S return to work, submit a medical certificate from a physician 1) when the nature of the illness warranted being seen by a health care professional or 2) at a minimum, the EMPLOYEE must submit his or her own written documentation with a brief explanation of the nature of the absences;
  - 4) if requested by the City Administrator or the Chief of Police, submit a medical certificate from a physician for absence.

- 15.5 Using or claiming sick leave for a purpose not authorized by Article 15.2 shall be cause for disciplinary action.
- 15.6 For the purpose of accumulating additional sick leave, an EMPLOYEE using paid holidays, earned vacation leave or sick leave is considered to be working.
- 15.7 EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER based upon thirty-three percent (33%) of said EMPLOYEE'S unused accumulated sick leave after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive thirty-five percent (35%) of said EMPLOYEE'S unused, accumulated sick leave. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty-seven percent (37%) of unused, accumulated sick leave. After twenty-five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEE'S unused, accumulated sick leave.

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

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

#### **ARTICLE 17: HOLIDAYS**

- 17.1 EMPLOYEES will receive or be given credit in the work schedule for ninety-six (96) holiday hours per year; including the holidays listed in 17.3, plus a Floating Holiday.
- 17.2 EMPLOYEES may take holiday time only when the duty schedule allows for the time off while maintaining the department minimum staffing levels for the time the EMPLOYEE takes the holiday.

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

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

shall receive an additional ½ time for the time they work on such holiday. All holidays specified in this paragraph will be paid in dollars, rather than time accumulation. An EMPLOYEE who is required to work overtime on a holiday shall receive pay at two (2) times the EMPLOYEES base pay for that time worked in addition to their regular shift.

17.4 Each EMPLOYEE shall have the option to sell up to a maximum of forty (40) of the EMPLOYEE'S holiday hours back to the EMPLOYER at the EMPLOYEE'S current rate of pay. This holiday buy back option may be taken during two time periods annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

17.5 EMPLOYEES shall receive credit for 96 holiday hours at the beginning of each year. The City will buy back holiday hours in January and November of each year.

EMPLOYEES who leave employment prior to December 31<sup>st</sup> will only be paid for unused holiday hours from holidays that occurred prior to the termination date.

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

#### **ARTICLE 18: FITNESS-ON-DUTY**

18.1 The purpose of this Article is to give each Officer the option to exercise while on duty. This is a voluntary Fitness-on-Duty program which provides an opportunity for EMPLOYEES engaged in stressful and somewhat sedentary jobs an opportunity to:

1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, 4) Reduce absenteeism, and 5) Improve overall fitness.

- 18.2 This program is subject to the following terms and conditions: The EMPLOYEE will be given the option to work out one hour per shift. The average should not exceed six hours of workout time over two weeks. This option is available if allowed by shift's minimums set forth by the Chief of Police and call load. The workout time will consist of thirty minutes of the EMPLOYEE'S daily break time and up to thirty minutes of regular duty time.
- 18.3 EMPLOYEES will earn one hour of "training time off" for each fitness testing event the EMPLOYEE scores in the "excellent" range or above based on the EMPLOYEE'S age level category as determined by the Cooper Institute chart. Earned training time off will not exceed twelve hours per calendar year.
- 18.4 Any EMPLOYEE participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

#### **ARTICLE 19: INSURANCE**

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

#### **ARTICLE 20: CLOTHING AND UNIFORMS**

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

#### **ARTICLE 21: SAVINGS CLAUSE**

- 21.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Ramsey. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no

appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated at the written request of either party.

**ARTICLE 22: SALARIES**

22.1 The EMPLOYEES' wages payable during the term of this Agreement shall be as follows:

**2022 Wages**

As a result of a Cost of Living Adjustment, wages will increase by 3% over the 2021 wage scale. The following salaries are calculated for January 1, 2022 through December 31, 2022:

2022 Steps								
Step 1 / 85%	Step 1 / 85%	Step 1 / 85%	Step 2 / 88%	Step 2 / 88%	Step 2 / 88%	Step 3 / 91%	Step 3 / 91%	Step 3 / 91%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
89,367	7,447	42,965	92,521	7,710	44,481	95,675	7,973	45,998
Step 4 / 94%	Step 4 / 94%	Step 4 / 94%	Step 5 / 97%	Step 5 / 97%	Step 5 / 97%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
98,829	8,236	47,514	101,983	8,499	49,030	105,137	8,761	50,547
2022 Longevity								
After 5 Yrs. 2%	After 5 Yrs. 2%	After 5 Yrs. 2%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 12 Yrs. 6%	After 12 Yrs. 6%	After 12 Yrs. 6%
Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
107,240	8,937	51,558	109,343	9,112	52,569	111,445	9,287	53,580

**2023 Wages**

As a result of a Cost of Living Adjustment, wages will increase by 3% over the 2022 wage scale. The following salaries are calculated for January 1, 2023 through December 31, 2023:

2023 Steps								
Step 1 / 85%	Step 1 / 85%	Step 1 / 85%	Step 2 / 88%	Step 2 / 88%	Step 2 / 88%	Step 3 / 91%	Step 3 / 91%	Step 3 / 91%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
92,047	7,671	44,254	95,296	7,941	45,815	98,545	8,212	47,377
Step 4 / 94%	Step 4 / 94%	Step 4 / 94%	Step 5 / 97%	Step 5 / 97%	Step 5 / 97%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
101,794	8,483	48,939	105,042	8,754	50,501	108,291	9,024	52,063
2023 Longevity								
After 5 Yrs. 2%	After 5 Yrs. 2%	After 5 Yrs. 2%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 12 Yrs. 6%	After 12 Yrs. 6%	After 12 Yrs. 6%
Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
110,457	9,205	53,104	112,623	9,385	54,146	114,789	9,566	55,187

**2024 Wages**

As a result of a Cost of Living Adjustment, wages will increase by 3% over the scale. The following salaries are calculated for January 1, 2024 through December 31, 2024:

2024 Steps								
Step 1 / 85%	Step 1 / 85%	Step 1 / 85%	Step 2 / 88%	Step 2 / 88%	Step 2 / 88%	Step 3 / 91%	Step 3 / 91%	Step 3 / 91%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
94,809	7,901	45,581	98,155	8,180	47,190	101,501	8,458	48,799
Step 4 / 94%	Step 4 / 94%	Step 4 / 94%	Step 5 / 97%	Step 5 / 97%	Step 5 / 97%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
104,847	8,737	50,407	108,194	9,016	52,016	111,540	9,295	53,625
2024 Longevity								
After 5 Yrs. 2%	After 5 Yrs. 2%	After 5 Yrs. 2%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 8 Yrs. 4%	After 12 Yrs. 6%	After 12 Yrs. 6%	After 12 Yrs. 6%
Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6	Over Step 6
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
113,771	9,481	54,697	116,001	9,667	55,770	118,232	9,853	56,842

- 22.2 EMPLOYER will pay POST license fees for all licensed sergeants.
- 22.3 The EMPLOYER will pay to the person(s) assigned to the Administrative Sergeant position \$200.00 per month compensation.
- 22.4 Field Training Officer Supplemental Pay: EMPLOYEES assigned in writing by the EMPLOYER to fulfill this assignment shall receive \$3.00 per hour over base pay while working in that capacity.
- 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

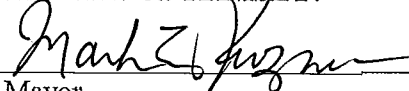
specifically referred to or covered by this Agreement even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

**ARTICLE 24: DURATION**

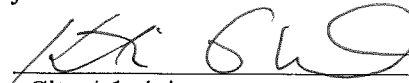
Except as herein provided, this Agreement shall be in effect commencing January 1, 2022 and shall remain in full force and effect through and including December 31, 2024, and thereafter until modified or amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20 day of JAN 2022 per resolution 21-289

**FOR THE CITY OF RAMSEY:**


BY:   
Mayor

2-15-2022  
Date

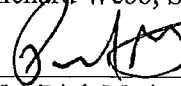
ATTEST:   
City Administrator

1/26/22  
Date

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

BY:   
Richard Webb, Steward

1-24-22  
Date

BY:   
Mr. Rick Mathwig LELS, Business Agent

1-20-22  
Date

**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.

**FOR THE CITY OF RAMSEY:**

BY: Mark E. Kuzma  
Mayor

2-15-2022  
Date

ATTEST:  
R. S. Sullivan  
City Administrator

1/26/22  
Date

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

BY: Richard Webb  
Richard Webb, Steward

1-24-22  
Date

BY: Mr. Rick Mathwig  
Mr. Rick Mathwig LELS, Business Agent

1-20-22  
Date

**AGREEMENT BETWEEN**

**CITY OF RAMSEY**

**AND**

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



**LICENSED CAPTAINS**

**January 1, 2022 to December 31, 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. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.

#### 6.5 Arbitrator's Authority

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

6.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agree extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit

in each step may be extended by mutual written agreement of the EMPLOYER and LELS in each step.

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

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

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

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

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

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

#### **ARTICLE 9: WORK SCHEDULES**

- 9.1 The normal work year for full-time EMPLOYEES shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each EMPLOYEE through:
- a) Scheduled hours of work;
  - b) Scheduled department meetings;
  - c) Holidays;
  - d) Authorized training;
  - e) Authorized leave time
- 9.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

**ARTICLE 10: VACATION**

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

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

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

**ARTICLE 11: SICK LEAVE**

- 11.1 Every probationary and regular EMPLOYEE is entitled to sick leave with pay at the rate of eight hours for each calendar month of full-time service. Sick leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 2 hours. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1st) shall be deposited into the health care savings plan (HCSP) at the EMPLOYEE'S

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

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

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

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

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
- Independence Day (4<sup>th</sup> of July)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Eight Hour Floating Holiday (to be used Jan 1 to Dec. 31)

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

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

- 14.1 The purpose of this Article is to give each 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 EMPLOYEES' wages payable during the term of this Agreement shall be as follows:

**2022 Wages**

Wages will increase by 3% over the 2021 wage scale. The following salaries are calculated for January 1, 2022 through December 31, 2022:

2022 Wages / Steps								
Step 1 / 80%	Step 1 / 80%	Step 1 / 80%	Step 2 / 84%	Step 2 / 84%	Step 2 / 84%	Step 3 / 88%	Step 3 / 88%	Step 3 / 88%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
96,213	8,018	46.256	101,023	8,419	48.569	105,834	8,819	50.882
Step 4 / 92%	Step 4 / 92%	Step 4 / 92%	Step 5 / 96%	Step 5 / 96%	Step 5 / 96%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
110,645	9,220	53.195	115,455	9,621	55.507	120,266	10,022	57.820

**2023 Wages**

Wages will increase by 3% over the 2022 wage scale. The following salaries are calculated for January 1, 2023 through December 31, 2023:

2023 Wages / Steps								
Step 1 / 80%	Step 1 / 80%	Step 1 / 80%	Step 2 / 84%	Step 2 / 84%	Step 2 / 84%	Step 3 / 88%	Step 3 / 88%	Step 3 / 88%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
99,099	8,258	47.644	104,054	8,671	50.026	109,009	9,084	52.408
Step 4 / 92%	Step 4 / 92%	Step 4 / 92%	Step 5 / 96%	Step 5 / 96%	Step 5 / 96%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
113,964	9,497	54.790	118,919	9,910	57.173	123,874	10,323	59.555

## 2024 Wages

Wages will increase by 3% over the 2023 scale. The following salaries are calculated for January 1, 2024 through December 31, 2024:

2024 Wages / Steps								
Step 1 / 80%	Step 1 / 80%	Step 1 / 80%	Step 2 / 84%	Step 2 / 84%	Step 2 / 84%	Step 3 / 88%	Step 3 / 88%	Step 3 / 88%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
102,072	8,506	49.073	107,176	8,931	51.527	112,279	9,357	53.980
Step 4 / 92%	Step 4 / 92%	Step 4 / 92%	Step 5 / 96%	Step 5 / 96%	Step 5 / 96%	Step 6 / 100%	Step 6 / 100%	Step 6 / 100%
Annually	Monthly	Hourly	Annually	Monthly	Hourly	Annually	Monthly	Hourly
117,383	9,782	56.434	122,486	10,207	58.888	127,590	10,633	61.341

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:

**2022 Longevity (Years are based on time in Bargaining Group)**

After 5 Yrs. 2% Over Step 6 Annually	After 5 Yrs. 2% Over Step 6 Monthly	After 5 Yrs. 2% Over Step 6 Hourly	After 8 Yrs. 4% Over Step 6 Annually	After 8 Yrs. 4% Over Step 6 Monthly	After 8 Yrs. 4% Over Step 6 Hourly
122,671	10,223	58.977	125,077	10,423	60.133
After 12 Yrs. 6% Over Step 6 Annually	After 12 Yrs. 6% Over Step 6 Monthly	After 12 Yrs. 6% Over Step 6 Hourly	After 16 Yrs. 8% Over Step 6 Annually	After 16 Yrs. 8% Over Step 6 Monthly	After 16 Yrs. 8% Over Step 6 Hourly
127,482	10,623	61.289	129,887	10,824	62.446

**2023 Longevity (Years are based on Working as a Supervisor in the Ramsey P.D.)**

After 5 Yrs. 2% Over Step 6 Annually	After 5 Yrs. 2% Over Step 6 Monthly	After 5 Yrs. 2% Over Step 6 Hourly	After 8 Yrs. 4% Over Step 6 Annually	After 8 Yrs. 4% Over Step 6 Monthly	After 8 Yrs. 4% Over Step 6 Hourly
126,351	10,529	60.746	128,829	10,736	61.937
After 12 Yrs. 6% Over Step 6 Annually	After 12 Yrs. 6% Over Step 6 Monthly	After 12 Yrs. 6% Over Step 6 Hourly	After 16 Yrs. 8% Over Step 6 Annually	After 16 Yrs. 8% Over Step 6 Monthly	After 16 Yrs. 8% Over Step 6 Hourly
131,306	10,942	63.128	133,784	11,149	64.319

**2024 Longevity (Years are based on Working as a Supervisor in the Ramsey P.D.)**

After 5 Yrs. 2% Over Step 6 Annually	After 5 Yrs. 2% Over Step 6 Monthly	After 5 Yrs. 2% Over Step 6 Hourly	After 8 Yrs. 4% Over Step 6 Annually	After 8 Yrs. 4% Over Step 6 Monthly	After 8 Yrs. 4% Over Step 6 Hourly
130,142	10,845	62.568	132,694	11,058	63.795
After 12 Yrs. 6% Over Step 6 Annually	After 12 Yrs. 6% Over Step 6 Monthly	After 12 Yrs. 6% Over Step 6 Hourly	After 16 Yrs. 8% Over Step 6 Annually	After 16 Yrs. 8% Over Step 6 Monthly	After 16 Yrs. 8% Over Step 6 Hourly
135,245	11,270	65.022	137,797	11,483	66.249

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

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

18.5 EMPLOYER will pay POST license fees for all licensed Captains.

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

**ARTICLE 19:      WAIVER**

- 19.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 19.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and LELS each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

**ARTICLE 20: DURATION**

Except as herein provided, this Agreement shall be in effect commencing January 1, 2022 and shall remain in full force and effect through and including December 31, 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 3<sup>rd</sup> day of Dec. 2021; per resolution 21-283.

**FOR THE CITY OF RAMSEY:**

BY: Mark E. Quigley 12-3-2021  
Mayor Date  
ATTEST: [Signature] 11/30/21  
City Administrator Date

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

BY: Brad Bluml 11-03-2021  
Brad Bluml, Steward Date  
BY: Tim Frankfurth 11-04-2021  
Tim Frankfurth, Steward Date  
BY: J. Mabin 11/02/2021  
Jessica Mabin LELS, Business Agent Date

**MEMORANDUM OF UNDERSTANDING**

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

ARTICLE 15 M.O.U. INSURANCE

**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: Mark E. Kuzma  
Mayor

12-03-2021  
Date

ATTEST: [Signature]  
City Administrator

11-30-21  
Date

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

BY: Brad Bluml  
Brad Bluml, Steward

11-03-2021  
Date

BY: Tim Frankfurth  
Tim Frankfurth, Steward

11-04-2021  
Date

BY: J. Mabin  
Jessica Mabin LELS, Business Agent

11/02/2021  
Date

**CC Work Session****Meeting Date:** 05/28/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

2024 Community Survey Direction

**Purpose/Background:**

With the assistance of Polco, the Ramsey Community Survey has been live since April 12th. The survey consists of mailing 3,000 random properties postcards with a unique online survey code and then following up with a paper version of the survey. On April 20th (Saturday) we were informed of incorrect rating headings for question 13 by one of these random properties. Question 13 is one of our custom questions related to rating new amenities in the community (parks, trails, community center, splash pad, etc). The ratings were corrected on April 22nd (Monday). This was corrected quite quickly by Polco once being informed of the error. This made staff question whether Ramsey staff's review of the first final survey instrument was approved with the error. It was not, indicating that a typo occurred by Polco when preparing the online version of the survey. This ultimately resulted in 81 submitted surveys left in question on how we want to use the data specific to question 13.

The open survey went live May 3rd. The open survey is meant to be completed by property owners who did not receive a unique mailing to their property. Staff has conducted an advertisement campaign encouraging participation through social media, city events and the Ramsey Resident. Ramsey staff sent an email on May 14th to our City Council along with our advisory boards soliciting them to partake in the survey and to share it with their friends and neighbors. On Saturday, May 18th, staff received feedback that the same error as discussed in point 1 above was present in the Open Survey. This issue was corrected by Polco again on May 21st shortly after staff pointed it out to him. I do not know how many open surveys were submitted with that error, but as of Saturday, May 18th, 27 responses were received for the open survey.

As of Saturday, May 18th, a total of 321 random sample surveys and 27 open survey responses had been collected for a total of 428 total responses. With the error that occurred, at least 108 responses or just over 25% individuals submitted their survey with the incorrect rating headline to question 13. Following the first recognized error in April, Polco staff shared the following options on how to handle the data. In April, there were a different number of responses to each line item within the grid of question 13, but it ranged from one to four responses for the incorrect option. Staff has requested further discussion on the errors that have occurred with Polco to determine their recommendation. At the time of packet preparation, that conversations had not occurred and staff will address the discussion at the work session.

1. Scrub all responses to that particular question prior to the fix such that there are no responses to that question from someone who saw the incorrect column headers.
2. Scrub only those who chose the final option, which was supposed to be "Strongly oppose" but was instead "Strongly support" a second time.
3. Delete the question altogether.
4. Leave it as-is

Depending on the direction provided on how to utilize this data, a footnote to the report will include an explanation of what happened.

**Timeframe:**

15 minutes

**Funding Source:**

**Responsible Party(ies):**

Brian Hagen, City Administrator

**Outcome:**

Provide direction on how the data should be utilized for the survey responses that received the incorrect rating headline.

---

**Attachments**

2024 Community Survey Questions

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Brian Hagen

Final Approval Date: 05/23/2024

**Reviewed By**

Brian Hagen

**Date**

05/23/2024 03:18 PM

Started On: 05/23/2024 02:46 PM

# The City of Ramsey 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

## 1. Please rate each of the following aspects of quality of life in Ramsey.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Ramsey as a place to live .....	1	2	3	4	5
Your neighborhood as a place to live .....	1	2	3	4	5
Ramsey as a place to raise children .....	1	2	3	4	5
Ramsey as a place to work.....	1	2	3	4	5
Ramsey as a place to visit.....	1	2	3	4	5
Ramsey as a place to retire .....	1	2	3	4	5
The overall quality of life in Ramsey .....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

## 2. Please rate each of the following characteristics as they relate to Ramsey as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Ramsey.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Ramsey.....	1	2	3	4	5
Overall design or layout of Ramsey's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4	5
Overall quality of the utility infrastructure in Ramsey (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Ramsey .....	1	2	3	4	5
Overall quality of natural environment in Ramsey.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Ramsey .....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community .....	1	2	3	4	5

## 3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Ramsey to someone who asks.....	1	2	3	4	5
Remain in Ramsey for the next five years.....	1	2	3	4	5
Recommend a business open a location in Ramsey.....	1	2	3	4	5

## 4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Ramsey's downtown/commercial area during the day .....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster .....	1	2	3	4	5	6

## 5. Please rate the job you feel the Ramsey community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome .....	1	2	3	4	5
Valuing/respecting all residents .....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

## 6. Please rate each of the following in the Ramsey community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Ramsey.....	1	2	3	4	5
Variety of business and service establishments in Ramsey .....	1	2	3	4	5
Vibrancy of downtown/commercial area .....	1	2	3	4	5
Employment opportunities .....	1	2	3	4	5
Shopping opportunities .....	1	2	3	4	5
Cost of living in Ramsey .....	1	2	3	4	5
Overall image or reputation of Ramsey.....	1	2	3	4	5

**7. Please also rate each of the following in the Ramsey community.**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Ramsey .....	1	2	3	4	5
Ease of travel by public transportation in Ramsey .....	1	2	3	4	5
Ease of travel by bicycle in Ramsey .....	1	2	3	4	5
Ease of walking in Ramsey.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods .....	1	2	3	4	5
Preservation of the historical or cultural character of the community .....	1	2	3	4	5
Public places where people want to spend time .....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Ramsey .....	1	2	3	4	5
Overall appearance of Ramsey.....	1	2	3	4	5
Cleanliness of Ramsey.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.) .....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food .....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services .....	1	2	3	4	5
Availability of affordable quality mental health care .....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities .....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities .....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Ramsey .....	1	2	3	4	5
Opportunities to participate in social events and activities .....	1	2	3	4	5
Opportunities to attend special events and festivals .....	1	2	3	4	5
Opportunities to volunteer .....	1	2	3	4	5
Opportunities to participate in community matters .....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

**8. Please indicate whether or not you have done each of the following in the last 12 months.**

	<u>No</u>	<u>Yes</u>
Contacted the City of Ramsey (in-person, phone, email, or web) for help or information.....	1	2
Contacted Ramsey elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.) .....	1	2
Watched (online or on television) a local public meeting.....	1	2

# The City of Ramsey 2024 Community Survey

## 9. Please rate the quality of each of the following services in Ramsey.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts).....	1	2	3	4	5
Ramsey open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Ramsey employees (police, receptionists, planners, etc.).....	1	2	3	4	5

## 10. Please rate the following categories of Ramsey government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Ramsey.....	1	2	3	4	5
The overall direction that Ramsey is taking.....	1	2	3	4	5
The job Ramsey government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Ramsey government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

**11. Please rate how important, if at all, you think it is for the Ramsey community to focus on each of the following in the coming two years.**

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Ramsey.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Ramsey.....	1	2	3	4
Overall design or layout of Ramsey’s residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Ramsey (water, sewer, storm water, electric/gas, broadband) .....	1	2	3	4
Overall feeling of safety in Ramsey .....	1	2	3	4
Overall quality of natural environment in Ramsey .....	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Ramsey .....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents’ connection and engagement with their community .....	1	2	3	4

**12. To what extent are each of the following a source of information for you about Ramsey city government and its activities?**

	<u>Major source</u>	<u>Moderate source</u>	<u>Minor source</u>	<u>Not a source</u>
City newsletter ( <i>Ramsey Resident</i> ) .....	1	2	3	4
Local newspaper ( <i>Anoka Union Herald</i> ).....	1	2	3	4
City website (www.cityoframsey.com) .....	1	2	3	4
Word-of-mouth.....	1	2	3	4
Cable television (QCTV) .....	1	2	3	4
City employees.....	1	2	3	4
Public meetings.....	1	2	3	4
City social media (e.g., Facebook, X/Twitter, Instagram).....	1	2	3	4
Video conference attendance of City meetings (e.g., Zoom, Microsoft Teams, etc.) .....	1	2	3	4

**13. Please indicate to what extent you support or oppose the city investigating the following changes to new or existing amenities, each of which could accordingly result in a tax increase:**

	<u>Strongly support</u>	<u>Somewhat support</u>	<u>Somewhat oppose</u>	<u>Strongly oppose</u>
Making improvements to existing/established parks .....	1	2	3	4
Building new parks .....	1	2	3	4
Making improvements to existing trails .....	1	2	3	4
Building new trails .....	1	2	3	4
Building a new community center .....	1	2	3	4
Building a splash pad .....	1	2	3	4

**14. Please rate how important, if at all, you think each of the following priorities are for the City to focus on in the next five years:**

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Balancing rural character and urban growth (development patterns).....	1	2	3	4
Creating an active community (parks, trails, open space, recreation) .....	1	2	3	4
Creating a connected community (roads, trails, sidewalks, rail, transportation) .....	1	2	3	4
Creating financial stability for the City (stable tax rates).....	1	2	3	4
Providing quality public safety services (Police and Fire).....	1	2	3	4

# The City of Ramsey 2024 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?**

**Do you think the impact will be:**

- Very positive       Somewhat positive       Neutral       Somewhat negative       Very negative

**D4. How many years have you lived in Ramsey?**

- Less than 2 years  
 2-5 years  
 6-10 years  
 11-20 years  
 More than 20 years

**D5. Which best describes the building you live in?**

- Single-family detached home  
 Townhouse or duplex (may share walls but no units above or below you)  
 Condominium or apartment (have units above or below you)  
 Mobile home  
 Other

**D6. Do you rent or own your home?**

- Rent  
 Own

**D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?**

- Less than \$300       \$2,500 to \$3,999  
 \$300 to \$599       \$4,000 to \$6,999  
 \$600 to \$999       \$7,000 to \$9,999  
 \$1,000 to \$1,499       \$10,000 or more  
 \$1,500 to \$2,499

**D8. Do any children 17 or under live in your household?**

- No       Yes

**D9. Are you or any other members of your household aged 65 or older?**

- No       Yes

**D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)**

- Less than \$25,000       \$100,000 to \$149,999  
 \$25,000 to \$49,999       \$150,000 to \$199,999  
 \$50,000 to \$74,999       \$200,000 to \$299,999  
 \$75,000 to \$99,999       \$300,000 or more

**D13. In which category is your age?**

- 18-24 years       55-64 years  
 25-34 years       65-74 years  
 35-44 years       75 years or older  
 45-54 years

**Thank you!**

Please return the completed survey in the postage-paid envelope to:  
**National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**

**CC Work Session**

**Meeting Date:** 05/28/2024

**Primary Strategic Plan Initiative:** Enhance City’s communication through transparency and accountability.

**Information**

**Title:**

Review Future Topics/Calendar

**Purpose/Background:**

Attached is the current list of future topics for work session discussions. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

**Timeframe:**

**Funding Source:**

**Responsible Party(ies):**

**Outcome:**

For Council review - no formal action necessary.

**Attachments**

Future Topics List

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 05/23/2024

**Reviewed By**

Brian Hagen

**Date**

05/23/2024 02:24 PM

Started On: 05/23/2024 01:30 PM

Row #		<u><i>Tentative City Council Future Work Session Topics</i></u>	
	Proposed Date	Topic	Minutes (Estimate)
	<b>2024</b>		
	TBD	Discuss Agenda layout	15
	June 11	Final Review of Personnel Policy	45
	June 11	Subdivision Code	45
	June 25	City Administrator Review	15
	June 25	Review Citizen Survey	45
	June 25	Audit Report	30
	July	Budget Season Begins	
	TBD	Discuss Precinct/Polling Location sizes	15
	TBD	Continue Policy Project Discussion – continue Park Policy discussion – Riverblood	30
	TBD	Draft Trail Maintenance Policy – Riverblood	30
	TBD	Draft Stormwater Pond Maintenance Policy – Westby	30
	TBD	Review procedure/policy/best practice for introduction of resolutions/proclamations – Staff	20
	TBD	Discuss Council and B/C Remote Meetings Policy - Staff	15
	TBD	Decorum of Council Towards Meeting Attendees	