

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL #65 (AFSCME UNION)

AND THE CITY OF MARSHALL

ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)

WITH THE MINNESOTA STATE RETIREMENT SYSTEM

### A. Purpose of Memorandum

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the AFSCME Union Labor Agreement and the City of Marshall.

### B. Duration

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

### C. Administration

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the AFSCME Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

### D. Employee Contributions to the HCSP

Under this Memorandum, contributions to the HCSP will be established for the AFSCME Union employee by the AFSCME Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the AFSCME Union. All bargaining unit members will be included.

- 1) *Individual employees will contribute biweekly as a payroll deduction, based on years of service, in accordance with the following schedule:*

*0 to 4 yrs = 1%  
5 to 10 yrs = 2%  
11 to 20 yrs = 3%  
21+ yrs = 4%*

- 2) *Upon termination of employment from the City, individual employees will contribute 100% of the accrued amount of vacation, personal leave, and accrued compensatory*

*leave as per the Labor Agreement of record between AFSCME and the City of Marshall and in accordance with the City of Marshall Personnel Policy manual.*

- 3) *Upon termination of employment from the City, individual employees will contribute 100% of their severance pay and accumulated sick leave as per the respective schedules provided in the Labor Agreement of record between AFSCME and the City of Marshall.*

**E. Employer Contributions to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

AFSCME Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LAW ENFORCEMENT LABOR SERVICES, INC. (LELS) LOCAL #190**  
**AND THE CITY OF MARSHALL**  
**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)**  
**WITH THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the LELS Local #190 Labor Agreement and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the LELS Local #190 Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

**D. Employee Contribution to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the LELS Local #190 Union employee by the LELS Local #190 Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS Local #190 Union. All bargaining unit members will be included.

- 1) Individual employees will contribute \$125.00 biweekly as a payroll deduction to the HCSP.
- 2) Upon termination of employment from the City, individual employees will contribute 100% of the accrued vacation, accrued sick leave, severance, and accrued compensatory leave as per the Labor Agreement of record between LELS Local #190 and the City of Marshall Personnel Policies.

**E. Employer Contribution to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

LELS Local #190 Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE LAW ENFORCEMENT LABOR SERVICES, INC. (LELS) LOCAL #245**

**AND THE CITY OF MARSHALL**

**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP) WITH**

**THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the LELS Local #245 Labor Agreement and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the LELS Local #245 Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

**D. Employee Contributions to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the LELS Local #245 Union employee by the LELS Local #245 Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS Local #245 Union. All bargaining unit members will be included.

- 1) *Individual employees will contribute \$125.00 biweekly as a payroll deduction to the HCSP.*
- 2) *Upon termination of employment from the City, individual employees will contribute vacation and accrued sick leave as per the Labor Agreement of record between LELS Local # 245 and the City of Marshall Personnel Policies:*

*0 to 15 yrs = 0%*

*16+ yrs = 100%*

**E. Employer Contribution to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) *Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.*

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

LELS Local #245 Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

*Brian Bone*  
\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

*Jim Byrne*  
\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

CITY OF MARSHALL NON-UNION EMPLOYEES AND THE CITY OF MARSHALL

ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)

WITH THE MINNESOTA STATE RETIREMENT SYSTEM

### A. Purpose of Memorandum

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the City of Marshall Personnel Policy and the City of Marshall.

### B. Duration

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

### C. Administration

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the City of Marshall Non-union employee contributions to the MSRS as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

### D. Employee Contributions to the HCSP

Under this Memorandum, contributions to the HCSP will be established for the City of Marshall Non-union employees by the City of Marshall Non-union employees. Individual members may neither increase nor decrease their individual contributions from the amount established by the Non-union employees. All non-bargaining unit members will be included.

1) *Individual employees will contribute biweekly as a payroll deduction, based on years of service, in accordance with the following schedule:*

0 to 4 yrs = 1%  
5 to 8 yrs = 2%  
9 to 29 yrs = 3%  
30 to 34 yrs = 4%  
35+ yrs = 5%

2) Upon termination of employment from the City, individual employees will contribute 100% of the eligible accrued and unused vacation and sick leave as per the City's personnel policy.

3) Upon termination of employment from the City and based on the employee's years of service, individual employees will contribute his/her severance pay as per the City's personnel policy and in accordance with the following schedule:

20-24 yrs = 50%  
25+ yrs = 100%

**E. Employer Contributions to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

City of Marshall Non-Bargaining Unit

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Employee Representative

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Employee Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_