#### **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, 2020 and shall terminate effective December 31, 2021; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2021.

#### 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 = 1.0% 5 to 19 yrs = 2.0% 20 to 24 yrs = 3.0% 25 to 34 yrs = 4.0% 35+ yrs = 6.0% Page 2 HCSP Memorandum of Understanding City of Marshall / Non-union Employees

2) Upon termination of employment from the City and based on the employee's years of service, individual employees will contribute the amount of vacation and accrued sick leave as per the City's personnel policy and in accordance with the following schedule:

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:

# 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**

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:

#### 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, 2020 and shall terminate effective December 31, 2021; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2021.

#### 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 5 yrs = 0% 6 to 10 yrs = 1.0% 11 to 20 yrs = 2.0% 21+ yrs = 3.0%

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

For the City of Marshall	AFSCME Union
By:	Eric Owstin
Robert J. Byrnes, Mayor	Business Agent
By:	Grac Sergen
Its: City Clerk	Union Steward Prosumer
Date:	Date:/1-  4-19

#### 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, 2020 and shall terminate effective December 31, 2021; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2020.

#### 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 \$100.00 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.

Page 2 HCSP Memorandum of Understanding City of Marshall / LELS Local #190 Union

# F. Employee's Death

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

# **G.** Investment Options

For the City of Marshall	LELS Local #190 Union
By:	ARSUNT.
Robert J. Byrnes, Mayor	Business Agent
By:	Bu Din
Its: City Clerk	Union Steward
Date:	Date: 1/-15-19

#### **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, 2020 and shall terminate effective December 31, 2021; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2021.

### 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 \$100.00 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% Page 2 HCSP Memorandum of Understanding City of Marshall / LELS Local #245 Union

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

For the City of Marshall	LELS Local #245 Union
By:	T. Olgen
Robert J. Byrnes, Mayor	Business Agent
By:	CONT
Its: City Clerk	Union Steward
Date:	Date: 08,30,2019