

MEMORANDUM OF UNDERSTANDING  
Police Administration Non-Licensed Non-Essential Employees

For Contributions to Health Savings Accounts

This Memorandum of Understanding is made and entered into by and between the City of Waite Park, hereinafter called the EMPLOYER, and Minnesota Law Enforcement Labor Services Employees' Union, hereinafter called the UNION.

WHEREAS, the Union is the exclusive representative for certain law enforcement employees employed by the Employer ("Police Administration Employees Unit").

WHEREAS, the Employer has made available a high deductible major medical group plan that qualifies as a High Deductible Health Plan ("HDHP").

WHEREAS, the Union has members within their bargaining unit enrolled in the HDHP.

Now, therefore, all parties hereto, in consideration of their mutual covenants and agreement to be performed, as hereinafter set forth, agree as follow:

**AGREEMENT**

**Article 1. Contributions.**

The Employer will make contributions to the Health Savings Accounts (HSAs) of eligible, qualifying bargaining unit members, in accordance with the following schedule for the 2021 plan year:

\$3,550.00 in calendar year 2021 for each qualified employee who elects single coverage under the HDHP; and

\$3,745.44 in calendar year 2021 for each qualified employee who elects family coverage under the HDHP.

The Employer is entitled to rely on any statement by the qualifying bargaining unit members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying bargaining unit member is not eligible to contribute to an HSA.

The Employer's contributions to HSAs shall be made proportionally during the same time frame as established by the Employer for all other employees of the Employer.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA, for any reason.

**Article 2. Payment of Administrative Fee.**

Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs, but are not longer eligible to contribute to the HSA, shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

**Article 3. Effective Date.**

This Agreement is effective January 1, 2021 thru December 31, 2021.

Accepted on behalf of Minnesota Law Enforcement Labor Services Employees' Union

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Accepted on behalf of the City of Waite Park

By: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_