

**LABOR AGREEMENT**

**BETWEEN**

**CITY OF HASTINGS**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 249)**

**POLICE OFFICERS**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

--this page intentionally left blank--

INDEX

1.	Purpose of Agreement.....	4
2.	Recognition .....	4
3.	Definitions .....	4
4.	Employer Security.....	5
5.	Employer Authority .....	5
6.	Union Security .....	6
7.	Employee Rights—Grievance Procedure.....	6
8.	Savings Clause .....	8
9.	Seniority .....	8
10.	Discipline.....	8
11.	Constitutional Protection.....	9
12.	Work Schedule.....	9
13.	Overtime.....	9
14.	Court Time.....	10
15.	Call Back Time .....	10
16.	Working out of Classification.....	10
17.	Vacation .....	11
18.	Sick Leave and Other Leaves of Absence.....	11
19.	Severance Pay .....	12
20.	Holidays.....	12
21.	Uniform Allowance .....	12
22.	Insurance.....	13
	Health .....	13
	Life.....	13
	Long Term Disability .....	13
23.	Injured on Duty .....	14
24.	Wages .....	15
25.	P.O.S.T Training and License .....	15
26.	Waiver .....	15
27.	Duration .....	16
	Memorandum of Understanding: K-9 Handler.....	17
	Memorandum of Understanding: Schedule .....	18
	Memorandum of Understanding: Mandatory Physical Fitness Test.....	17
	Memorandum of Understanding: Vacation Bidding.....	19
	Memorandum of Agreement: Post Employment Health Care Saving Plan.....	20

**LABOR AGREEMENT  
BETWEEN  
CITY OF HASTINGS  
AND  
LAW ENFORCEMENT LABOR SERVICES  
POLICE OFFICERS**

**1. Purpose of Agreement**

This Agreement is entered into as of **January 1, 2022** between the City of Hastings, hereinafter called the "Employer", and the Law Enforcement Labor Services, Inc. hereinafter called the "Union".

It is the intent and purpose of this Agreement to:

- 1.1. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement. The Employer and the Union through this Agreement shall continue their dedication to the highest quality police service and protection to the residents of Hastings. Both parties recognize this Agreement as a pledge of this dedication.

**2. Recognition**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, §179A.03, Subd. 8, for all police personnel in the following job classification:

***POLICE OFFICER***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**3. Definitions**

- 3.1. **Union:** Law Enforcement Labor Services, Inc.
- 3.2. **Union Member:** A member of the Law Enforcement Labor Services, Inc., (Local No. 249).
- 3.3. **Employee:** A member of the exclusively recognized bargaining unit.
- 3.4. **Department:** The City of Hastings Police Department.
- 3.5. **Employer:** The City of Hastings.
- 3.6. **Chief:** The Chief of the Hastings Police Department.
- 3.7. **Union Officer:** Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local No. 249).
- 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 hour work period including two (2) rest breaks and a lunch break.

- 3.10. **Rest Periods:** Two (2) 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. **Uniform:** Those items actually worn on the body to protect the Officer from the elements such as: uniform shirts and pants, uniform headgear, authorized duty footwear; weather gear such as gloves, rainwear, rubber boots, physical training/exercise clothing, and footwear. Such authorized protective equipment such as "personal body armor".
- 3.13. **Equipment:** Those attachments, peripherals, or items of convenience that are used in conjunction with the work clothing. Included would be duty weapon, leather goods (other than pants belt and footwear), radio accessories, badges, brief cases, or other office-type equipment.
- 3.14. **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, 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.
- 3.15. **Probationary Period:** Twelve (12) calendar months following date of hire but in no case shall the probationary period exceed fifteen (15) calendar months from date of hire.

**4. Employer Security**

- 4.1. The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.
- 4.2. Any employee who engages in a strike may have his/her appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from the Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment.

**5. Employer Authority**

- 5.1. The Employer retains the full and unrestricted right to operate and manage all personnel, 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.
- 5.2. Any terms 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. Union Security**

- 6.1. The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues, or a “fair share” deduction, as provided in Minnesota Public Employment Labor Relations Act, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 6.2. The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3. The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4. The Union 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.

**7. Employee Rights—Grievance Procedure**

- 7.1. **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.
- 7.2. **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3. **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievance 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 Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union 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 of the Employer.
- 7.4. **Procedure.** Grievance, as defined in Section 7.1 shall be resolved in conformance 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 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 the Union within ten (10) calendar days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. 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.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union 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 the Union within (10) calendar days shall be considered waived.

**Step 4.** If the grievance is still unresolved in Step 3, the UNION and EMPLOYER may agree, within ten (10) calendar days after the reply of the Step 3 Representative was due, to petition the Bureau of Mediation Services for assistance in settling through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the UNION within ten (10) calendar days by written notice to the EMPLOYER, may request arbitration of the dispute.

**Step 5.** A grievance not resolved in Step 4 and appealed to Step 5 by the Union 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 the Bureau of Mediation Services.

7.5. **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) 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 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 close of the hearing or the submission of briefs by the parties, whichever is 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 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.

- 7.6. **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, the Union may elect to treat the grievance as denied at the 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 the Union in each step.

**8. Savings Clause**

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Hastings. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

**9. Seniority**

- 9.1. Seniority shall be determined by the employee's length of continuous employment with the Police Department and 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.
- 9.2. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 9.3. A reduction of work force will be accomplished 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.
- 9.4. Senior qualified employees shall be given shift bid preference after completion of probationary period.
- 9.5. Vacation period shall be selected on the basis of seniority until April 1, "Summer Choice" (May, June, July, August); August 1, "Fall Choice" (September, October, November, December); December 1, "Winter Choice" (January, February, March, April).

**10. Discipline**

- 10.1. The Employer will discipline employees for just cause only. Discipline will be in one or more of the following terms:
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge.
- 10.2. Suspensions, demotions and discharge will be in written form.



- 10.3. 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 the Union will receive a copy of such reprimands and/or notices.
- 10.4. Employees may examine his/her own individual personnel file at reasonable times under the direct supervision of the Employer.
- 10.5. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6. Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

**11. Constitutional Protection**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**12. Work Schedule**

- 12.1. The normal work year is two thousand and eighty (2,080) hours, to be accounted for by each employee through:
  - a) Hours worked on assigned shifts.
  - b) Holidays;
  - c) Authorized leave time; and
  - d) Training.
- 12.2. Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shift.
- 12.3. 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.

**13. Overtime**

- 13.1. 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.
- 13.2. All posted overtime or overtime of four (4) hours or more shall be bid by seniority. Other overtime will be assigned by administration.
- 13.3. For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.4. Time and one-half rate will apply for all other off-duty overtime such as first-aid training courses, departmental meetings, firearms training, and authorized police training courses, with a minimum of two hours. Authorized time worked over two hours is to be compensated at the time and one-half rate.
- 13.5. Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.

13.6. Employees are entitled to compensatory time off when assigned work by the Police Chief or designee, in excess of the normal work shift. Employees shall have the option of compensatory time off or pay at a rate of one and one-half (1½) for each hour worked, compensatory time off may be banked by the employee to a maximum of eighty (80) hours. All employees must request the use of compensatory time off in the same manner as they request vacation. If an employee is terminated from employment he/she will be compensated for accumulated compensatory time earned up to the above stated maximum. Documentation must be kept for all hours earned and used, and must be approved by the Police Chief or designee. Once an employee elects time worked to be credited as compensatory time, the time must be used as compensatory time off and shall not be paid for, except in the event of termination of employment.

**14. Court Time**

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 (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. If court is canceled less than 24 hours before the scheduled time, the employee will receive two (2) hours of pay at straight time pay.

**15. Call Back Time**

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

**16. Working out of Classification**

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for five (5) consecutive working days or more shall receive the salary schedule of the higher classification.

17. **Vacation**

17.1 Effective December 31, 2008, Vacation accrual shall be accumulated on the following basis:

Years of Service	Annual Accrual	
	Hours	Days
0-1	80	10
Beginning of 2 <sup>nd</sup> year	96	12
Beginning of 6 <sup>th</sup> year	104	13
Beginning of 7 <sup>th</sup> year	112	14
Beginning of 8 <sup>th</sup> year	120	15
Beginning of 9 <sup>th</sup> year	128	16
Beginning of 10 <sup>th</sup> year	136	17
Beginning of 11 <sup>th</sup> year	144	18
Beginning of 12 <sup>th</sup> year	152	19
Beginning of 13 <sup>th</sup> year	160	20
Beginning of 14 <sup>th</sup> year	168	21
Beginning of 15 <sup>th</sup> year	176	22
Beginning of 20 <sup>th</sup> year	200	25

17.1. All vacation pay shall be accrued, and in the event an employee's employment is terminated for any reason, the employee shall receive, upon his/her termination, the vacation pay which he/she have coming to him/her at that time on a pro-rata basis. No more than four consecutive weeks vacation can be taken at one time.

17.2. In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment.

17.3. Vacation carry over maximums are set at the following:

0-5 years of employment	120 hours maximum
6-10 years of employment	180 hours maximum
11 years and longer of employment	300 hours maximum

18. **Sick Leave and Other Leaves of Absence**

18.1. **Sick Leave:** All employees of the City shall be entitled to accumulate one day of sick leave for each month of employment. Sick leave will be granted for employee sickness, on-the-job personal injury, employee temporary physical disability and quarantine, or serious illness in the immediate family (i.e. spouse and children), when the attending physician certifies that the employee's attendance and assistance to the member of the family who is ill is required. The Employer may require a doctor's certificate on any sick leave claim that exceed three (3) days in length.

Effective January 1, 1997, employees with sick leave balances in excess of 160 days (eight (8) hours each) shall receive four (4) hours of sick leave (to be placed in a prolonged illness sick leave bank) and four (4) hours of vacation for each month of employment . For employees who have accumulated in excess of 160 days of sick leave, this Agreement shall start from the balance accrued as of January 1, 1997 and shall not be retroactive.

18.2. **Personal Leave:** All employees of the City shall be entitled to four (4) shifts personal leave per occurrence which shall not accumulate. Personal leave for purpose of this paragraph includes and is limited to: Death in the immediate family, death of spouse, parent, brother, sister, child, grandchild, grandparent, and spouse's parent, brother, sister,

child, grandchild, or grandparent. Immediate family also includes "step" family members of the employee or employee's spouse.

18.3. **Jury Duty:** Employees' subpoenaed as witnesses or called and selected for jury duty shall receive his/her regular compensation and other benefits for his/her employment, less the amount received as jurors or witness fees.

18.4. **Union Leave:** The City agrees to grant the necessary time off without pay to any employee designated to attend a labor convention or to serve in any capacity on other Union business, attend other official Union School or Classes. Union negotiation sessions with the Employer to include mediation and/or arbitration will be attended by both the steward and the alternate steward, without any loss of pay, if such sessions are scheduled when they are on duty.

19. **Severance Pay**

19.1 If an employee retires at age 65, or as otherwise provided by law, or is forced to retire due to physical condition not allowing them to continue gainful employment, or voluntarily employment with the City after due notice, with the consent of the City, but not if discharged or resigns by the request of the City, all and in each case after ten (10) years of service, he/she will receive fifty percent (50%) of unused sick leave and prolonged illness sick leave, based on his/her current hourly rate, as severance pay of the first 160 days of accumulated sick leave.

19.2 If an employee is killed in the line of duty, 100% of the deceased employee's unused sick leave will be paid out to the deceased's estate.

19.3 **Retirement Health Savings Plan (RHS)**—The Union and the City agree to implement an RHS plan as agreed upon by the membership. It is understood there will be no change to the current level of severance payout calculations.

20. **Holidays**

All employees whose work week is other than regularly scheduled Monday through Friday, shall receive a credit for 120 hours that shall be taken as additional vacation days. Employees scheduled Monday through Friday shall receive an equal number of hours for holidays. These days must be taken during the year in which they are earned. Employees shall earn 4.62 hours of holiday benefit for each pay period or major fraction that the employee works during the contract year. For the ten (10) holidays that follow, if worked, employees shall be compensated at 1½ times their wage rate:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4 <sup>th</sup>	Christmas Day

Effective July 1, 2003, when an employee works overtime on Christmas Day, New Year's Day, 4<sup>th</sup> of July, or Thanksgiving Day, the employee shall receive double time the rate of pay.

21. **Uniform Allowance**

The City will provide the initial uniform. Equipment shall remain the property of the City until after the twenty-fourth (24) month of employment. Upon termination of a probationary employee, all clothing and equipment will be returned to the City of Hastings.

Following initial issue and upon successful completion of probationary period the annual clothing and equipment allowance shall be \$750. These monies will be issued to employees in two separate

checks (½ each check on February 1 and August 1). The clothing and equipment allowance shall be taxable to the employee and added into his/her regular paycheck.

## 22. Insurance

### Health

22.1. The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee.

The City will agree to contribute a percentage of premium as established by the City Council, towards coverage other than single as offered by the City and elected by the Employee. The City contribution will not be less than 50% and will be reviewed by the Council on a regular basis. For 2021 the City will contribute 70% towards the premium of family plans and 65% towards the premium of employee plus spouse and employee plus child(ren) plans. Employees will be responsible for paying the remaining percentage of the premium, which will be done through payroll deduction. Regular, full-time employees may not waive single coverage.

### 22.2 Retirement Health Insurance

An employee hired prior to January 01, 1993, who is retiring from the City, with at least ten years of employment and is at least 50 years of age, shall be entitled to City-paid health insurance for a maximum of ten (10) years or until they reach the qualifying age of Medicare, whichever comes first. Any eligible employee electing retirement will only be eligible for City-paid health insurance if they provide four months prior written notification of their intent to retire. However, if due to medical or personal reasons the employee wishes to retire prior to the four month advance notification requirement, and remain eligible for City-paid health insurance for a maximum of 10 years or until they reach the qualifying age of Medicare, the City Council may waive the four-month notification, and may determine with the employee an appropriate retirement date. A request to retire prior to the four-month advance notification requirement must be submitted in writing to the City Administrator for consideration.

Effective January 1, 2000, a retiree (hired prior to 1993) eligible for paid health insurance coverage until qualifying for Medicare will be required to be enrolled for family health insurance coverage six (6) months prior to the date of retirement to be eligible for the City-paid family health care coverage. In the event an eligible retiree does not enroll in family health coverage six (6) months prior to their retirement date, the City will only pay the premium for single coverage, and the retiree is responsible for the timely payment of the difference between the single and family monthly premium.

Regular full-time employees hired after January 01, 1993 are not eligible for the paid early retirement health insurance benefits. Employees hired after January 1, 1993, who are retiring, may remain on Hastings' group health insurance indefinitely, at their own expense. The employee shall pay the City in advance on a monthly basis for the cost. The City will then remit payment to the insurance company. When the former employee reaches age 65, the City may transfer the former employee and covered dependents to a non-active employee pool. This indefinite continuation is made available under Minnesota Statute 471.61, which is also known as Chapter 488. Life

22.4. All regular employees will receive a Fifty Thousand Dollar (\$50,000) Life Insurance Policy, with the full cost of the premiums to be paid by the City.

### Long Term Disability

22.5. The City will provide a long-term disability insurance policy with no cost to the employee, as follows:

**Eligibility**

Each active, full-time employee who works a minimum of thirty (30) hours per week, except temporary employees.

**Qualifying Period**

Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of three (3) consecutive months.

**Benefit Period**

Monthly benefits are payable during the continuance of total disability as follows, but in no event are benefits payable beyond the attainment of age 65.

- A) Total disability due to sickness to age 65.
- B) Total disability due to accident to age 65.

**Monthly Schedule Amount**

Sixty percent (60%) of normal monthly earnings to a maximum benefit of Five Thousand Dollars (\$5,000.00).

**23. Injured on Duty**

- 23.1. Employees injured while on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. The first three (3) days lost due to an injury on duty will be charged to the employee's sick leave account. An employee with no sick leave accumulated will not receive payment for the first three (3) working days lost.
- 23.2. Any compensation payable to the employee under Worker's Compensation insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee (not to be charged to the employee's accumulated sick leave) to make up the difference between Worker's Compensation and his/her normal rate of pay.
- 23.3. Any employee who claims an absence from work due to an injury sustained on the job shall provide if requested by the Employer, a statement from the employee's attending physician as to the nature of the injury.
- 23.4. Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by the Employer by a person competent to perform the same and as designated by the Employer.

24. **Wages**

24.1 Effective January 1, 2022, monthly wages will be adjusted as follows:

January 1, 2022

3.0% COLA

Start (70% of top)	\$29.54
12 months (80% of top)	\$33.76
24 months (90% of top)	\$37.99
36 months (TOP)	\$42.20/hourly

The City and the Union agree to a reopener of Section 24 Wages upon completion of the pending Compensation and Classification Study with the intent of beginning implementation of the Compensation and Classification Study with an effective date of no later than July 1, 2022.

24.2 The wage differential over Top Patrol for Police Officer(s) temporarily assigned as Investigator/Detective, Drug Task Force Agent, Community Engagement Officer, or School Resource Officer shall be \$200.00 per month over Top Patrol, effective January 1, 2022.

24.3 The longevity schedule shall be as follows:

Years of Service	Longevity Amount*
5	1%
10	2%
15	3%

\*added to base, above top pay

24.4 A Field Training Officer Payment of two (2) hours of overtime or (3 hours in total) compensatory time when Patrol Officer is actually assigned to work as a Field Training Officer.

24.5 Any Patrol Officer that works during the hours of 6:00 p.m. and 6:00 a.m. will receive payment of an additional \$0.50 per hour for each hour worked.

24.6 Instructor Pay: Any Employee that works as a Use of Force instructor in firearms, ALICE, less than lethal, taser, and defensive tactics or medical instructor will be paid at a differential of .5 their hourly rate for each hour spent instructing.

25. **P.O.S.T Training and License**

The Employer will provide for the minimum required hours of approved P.O.S.T. Training for licensure. The Employer will also pay the P.O.S.T. License fee for each employee.

26. **Waiver**

26.1 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.

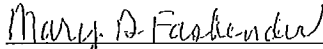
26.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives 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.

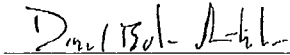
27. **Duration**

This Agreement shall be effective as of the first day of January, 2022 and shall remain in full force and effect until the thirty-first day of December, 2022.

**CITY OF HASTINGS**

Approved by the Hastings City Council: January X, 2022

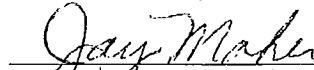
  
Mary D. Fasbender, Mayor

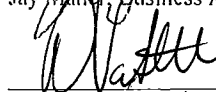
  
Dan Wietecha, City Administrator

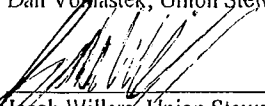
  
Kelly Murtaugh, City Clerk

**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249**

Approved by LELS Membership:

  
Jay Miller, Business Agent

  
Dan Vomastek, Union Steward

  
Jacob Willers, Union Steward



### Memorandum of Understanding: K-9 Handler

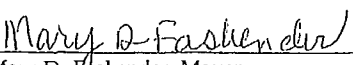
This memorandum of understanding is made and entered into between the City of Hastings, Minnesota ("Employer"), and Law Enforcement Labor Services, Inc., representing Local 249.

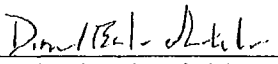
The parties agree as follows:

1. The position of K-9 handler is an assignment created by the Employer, and all of the terms and conditions of the labor agreement apply to the K-9 handler with any exceptions contained in this Memorandum of Understanding.
2. Any officer assigned the position of K-9 handler will be provided a dog that is the property of the City of Hastings. The dog may be given to the K-9 handler at the conclusion of the dog's law enforcement career, due to age or injury, at the sole discretion of the Employer.
3. The City of Hastings will provide a kennel and dog house at the residence of the K-9 handler, in addition to all necessary food, veterinary services, training equipment and any other items necessary for the K-9 program. The kennel, dog house and any equipment purchased by the City of Hastings will remain the property of the City.
4. Officers assigned to be a K-9 handler will work a normal patrol schedule shift. Officer(s) assigned to be a K-9 handler will be allowed ½ hour from each shift for the care and maintenance of the dog.
5. Training will normally be provided for on a monthly basis and will be part of the normal work schedule when practical. Training outside of the normal work schedule will be compensated as provided in the current labor agreement.
6. Officers assigned to be a K-9 handler will receive the wage differential provided in Article 24.2 of the current labor agreement.
7. The terms of this memorandum are subject to negotiation along with the labor agreement between the two parties.

#### CITY OF HASTINGS

Approved by the Hastings City Council: January X, 2022

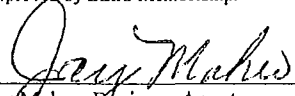
  
Mary D. Fasbender, Mayor

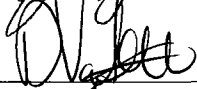
  
Dan Wietecha, City Administrator

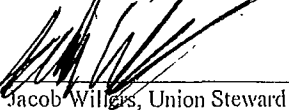
  
Kelly Murlaugh, City Clerk

#### LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249

Approved by LELS Membership:

  
Jay Maher, Business Agent

  
Dan Vonastek, Union Steward

  
Jacob Willers, Union Steward

**Memorandum of Understanding: Schedule**

This memorandum of understanding is made and entered into between the City of Hastings, Minnesota ("Employer"), and Law Enforcement Labor Services, Inc., representing Local 249.

**Whereas**, the City and Union are parties to a 2018 collective bargaining agreement ("CBA"), which in article 13.5 stipulates payment for training and departmental meetings, etc.; and

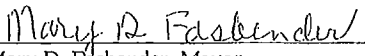
**Whereas**, Article 5 stipulates that the City has inherent managerial right to change the schedule; and

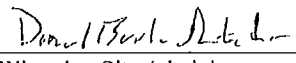
**NOW THEREFORE BE IT RESOLVED**, that the parties hereto agree as follows:

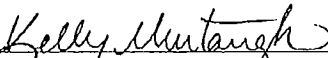
If the City establishes a schedule that balances to 2080 hours annually (Four Days On –Four Days Off), scheduled mandatory training, and scheduled meetings will be deducted from the time owed the City. The Union and the City agree to balance, scheduled mandatory training, and scheduled meetings through work schedule adjustment as may be required to balance at 2080 hours.

**CITY OF HASTINGS**

Approved by the Hastings City Council: January 3, 2022

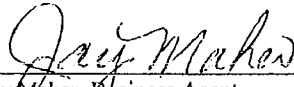
  
Mary D. Fysbender, Mayor

  
Dan Wietecha, City Administrator

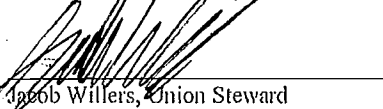
  
Kelly Murtaugh, City Clerk

**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249**

Approved by LELS Membership:

  
Jay Maher, Business Agent

  
Dan Vomastek, Union Steward

  
Jacob Willers, Union Steward

**MEMORANDUM OF UNDERSTANDING: VACATION BIDDING**

This Memorandum of Understanding is made by and between the City of Hastings ("City") and Law Enforcement Labor Services, Local 249 ("Union").

**WHEREAS**, the City and Union are parties to a collective bargaining agreement ("CBA") in effect from January 1, 2022 through December 31, 2022 and continuing by operation of law;

**WHEREAS**, the CBA addresses vacation bidding by seniority;

**WHEREAS**, the parties wish to implement a revised vacation bidding system;

**NOWHEREFORE**, the parties agree:

1. The vacation bidding periods set forth in Article 9.6 (Summer Choice, Fall Choice, and Winter Choice) shall remain in effect.
2. The past practice of employees submitting three picks during each vacation bidding period shall be revised to two picks during each period.
3. A single pick, with one exception, is defined as consecutive calendar days.
4. Once per year, an employee may choose to utilize a pick that is defined as consecutively scheduled work days.
5. The maximum vacation time of four weeks, set forth in Article 17.1, shall be revised to three weeks during the duration of the MOU.
6. The terms of this MOU shall continue for the duration of the 2022 Collective Bargaining Agreement and until a successor agreement is in place.

IN WITNESS whereof the parties hereto have hereunto set their hands the date and year affixed below.

**CITY OF HASTINGS**

Approved by the Hastings City Council: January X, 2022

Mary D. Fasbender  
Mary D. Fasbender, Mayor

Dan Wietecha  
Dan Wietecha, City Administrator

Kelly Murtaugh  
Kelly Murtaugh, City Clerk

**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249**

Approved by L.E.L.S Membership:

Jay Maher  
Jay Maher, Business Agent

Dan Vomastek  
Dan Vomastek, Union Steward

Jacob Willers  
Jacob Willers, Union Steward

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between the City of Hastings (hereafter "City") and Law Enforcement Labor Services, Inc., Local 249 (hereafter "Union").

**WHEREAS**, the City and the Union have a collective bargaining agreement that allows employees represented by the Union to participate in the Minnesota State Retirement System (MSRS) Post Termination Health Care Savings Plan (HCSP); and

**WHEREAS**, the City and Union wish to establish an initial HCSP in 2019; and

**WHEREAS**, in accordance with the IRS regulations, HCSP's may be modified during a collective bargaining process;

**NOWHEREFORE**, the parties agree hereto agree that the requirements of establishing a HCSP for LELS, Inc., Local 249 will be the following:

1) Employees retiring as of January 1, 2022 will have all 100% of the following put into their HCSP:

- 1a) 100% of accrued Severance (sick)
- 1b) 100% of accrued Compensation Time
- 1c) 100% of accrued Vacation

The terms of this Memorandum shall remain in effect through December 31, 2022, unless the parties mutually agree to extend the duration of this Memorandum.

IN WITNESS whereof the parties hereto have hereunto set their hands the date and year affixed below.

**CITY OF HASTINGS**

Approved by the Hastings City Council: January X, 2022

Mary D. Fasbender  
Mary D. Fasbender, Mayor

Dan Wietecha  
Dan Wietecha, City Administrator

Kelly Murtough  
Kelly Murtough, City Clerk

**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249**  
Approved by LELS Membership:

Jay Maher  
Jay Maher, Business Agent

Dan Vomastek  
Dan Vomastek, Union Steward

Jacob Willers  
Jacob Willers, Union Steward

### **Memorandum of Understanding: Mandatory Physical Fitness Test**

This Memorandum of Understanding (hereinafter, "MOU") is entered into between the City of Hastings, (hereinafter, "City") and Law Enforcement Labor Services, Inc., Local 249 (hereinafter, "Union"), on behalf of the Police Officers bargaining unit.

**Whereas**, the City and Union are parties to a 2022 collective bargaining agreement ("CBA"), which contains no negotiated language over a mandatory physical fitness test; and

**Whereas**, the City intends to implement a mandatory physical fitness testing program; and

**Whereas**, the parties agree the implementation of a mandatory physical fitness testing program in a mandatory subject of bargaining, and

**NOW THEREFORE BE IT RESOLVED** that the parties hereto agree as follows:

1. There will be a mandatory physical fitness test one time each year. Employees may be offered the opportunity for re-tests later in the year but the re-test will not be mandatory.
2. Employees will be given a pre-test health screening. This screening will consist of a number of "yes" or "no" questions. The screening questionnaire will not be disclosed to the employer. The officer can keep the screening questionnaire for their records. Employees answering "yes" to any questions on the questionnaire are encouraged to visit their doctor to assess their ability to take the physical fitness test. Employees will be given two (2) hours of 2080 time to meet their doctor when a basic form of appointment verification is provided the employer.
3. An employee not able to participate in the test will inform the Employer and provide a doctor's slip. The Employee will inform the employer when, if ever, they can take the test. If the test needs to be modified to accommodate an employee's medical condition, the employee will inform the employer of such accommodation as directed by a physician or other licensed medical authority. An employee not able to participate in the test due to their doctor's assessment or needs an accommodation shall not be disciplined or ordered to submit to a fitness for duty exam.
4. For purposes of assessing employees, the Concept 2 Rower and Concept 2 Rower Calculator will be used. The Concept 2 Rower engages both the upper and lower parts of the body, inducing the same physiological response in everyone, regardless of athleticism, and does not place any impact on the joints. As a metabolic exercise machine, it is more accurate in demonstrating someone's ability to perform in a full body incident such as a fight or other high demand event.
5. Employees will attain a minimum standard of 70% based on a 2000-meter row. This minimum requirement is based on an individual's age, gender, and weight.
6. An employee not meeting the goals above shall not be disciplined, nor ordered to submit to a fitness for duty exam. Every employee will identify their own personal health and/or fitness goals for the purpose of measuring and establishing improvement.
7. In order to further the department's goal of physical fitness, employees will be allowed up to ten (10) hours of 2080 time to engage in physical fitness training activities at the Hastings Police facility and the department will not change its current work policy.

IN WITNESS whereof the parties hereto have hereunto set their hands the date and year affixed below.

**CITY OF HASTINGS**

Approved by the Hastings City Council:

Mary D. Fasbender  
Mary D. Fasbender, Mayor

Dan Wietecha  
Dan Wietecha, City Administrator

Kelly Murtagh  
Kelly Murtagh, City Clerk

**LAW ENFORCEMENT LABOR  
SERVICES, INC., LOCAL NO. 249**  
Approved by LELS Membership:

Jay Maher  
Jay Maher, Business Agent

Dan Vomasek  
Dan Vomasek, Union Steward

Jacob Wijfers  
Jacob Wijfers, Union Steward

## **Memorandum of Understanding: Mental Health Program**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hastings (“City”) and Law Enforcement Labor Services, Inc., Local 249 (“Union”), on behalf of the Police Sergeants bargaining unit, for the purpose of establishing guidance for an employee mental health program. The City and Union shall collectively be referred to as “the Parties.”

**WHEREAS**, the Hastings Police Department (“Police Department”) recognizes that, during the course of performing their job duties, Police Department employees may become involved in or exposed to incidents that have the potential to cause various forms of short or long-term emotional and psychological trauma; and

**WHEREAS**, the Police Department is committed to supporting the mental health of all its employees by providing them with resources that will help ensure stability and longevity in the personal and professional lives of each employee; and

**WHEREAS**, the Police Department desires to provide employees with cost-free mental health services from a qualified mental health professional that specializes in working with public safety employees; and

**WHEREAS**, the City and Union are parties to a 2022 collective bargaining agreement (“CBA”) which does not contain any negotiated language over the establishment or participation of Police Department employees in a mental health program; and

**WHEREAS**, the Parties agree that the establishment and implementation of a mandated mental health program is the subject of bargaining; and

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Definitions.

a. **Approved Mental Health Provider.** A provider who has the following qualifications: (1) a licensed mental health professional, (2) demonstrated experience in counseling emergency services personnel, (3) received approval by representatives of the applicable labor groups and police administration, and (4) has an established contract with the Police Department.

i. For purposes of this definition, “applicable labor groups” includes those representing the police officers and police sergeants.

2. Procedure. The annual mental health check-in program provides Police Department employees with access to a qualified mental health professional. The program is administered under the following guidelines:

- a. The program is mandatory for both sworn and civilian full-time and regular part-time Police Department employees.
  - b. Eligible employees must complete at least one (1) annual appointment with the Police Department's approved mental health provider.
  - c. When an employee attends an appointment with the approved mental health provider, the cost of the appointment will be paid by the City.
  - d. Mental health appointments will be scheduled throughout the calendar year at times and locations agreeable to the Police Department and the approved mental health provider. Agreed upon times will be established and posted, generally with a minimum of 30 days' notice. Available dates will be posted at the Police Department and will be assigned on a first come, first serve basis. Employees may schedule their mental health appointment directly with the approved mental health provider.
  - e. The Police Department agrees to allow employees the necessary time away from their scheduled work duties to attend the mental health appointment, without loss of pay or deduction of leave.
  - f. In the event the mental health appointment must be scheduled when an employee is off duty, the employee will be compensated at straight time rate of pay for the appointment and travel to and from the appointment.
  - g. This mental health program is not a replacement for existing Police Department or City programs, including, but not limited to, the Critical Incident Stress Debriefing or the Employee Assistance Program.
3. Mental Health Program Committee. The Police Department shall establish a committee responsible for implementing and managing a mental health appointment and any related programs. The Union Stewards from the applicable bargaining units shall be the representative of their respective bargaining unit. Functions of the committee shall also include, but are not limited to, the following:
- a. Provide input and assistance in the development and implementation of programs related to mental health.
  - b. Make recommendations on the type and content of mental health awareness and related programs, services, or training.
  - c. Distribute applicable mental health related information to employees.
  - d. Evaluate the overall effectiveness of programs related to mental health.



- e. Evaluate and recommend approved mental health providers to Police Department administration.
  - f. Participation in the Committee shall not be considered negotiation by the bargaining unit.
4. Confidentiality. The communication between the evaluator and member is privileged and therefore the Police Department considers all mental health appointments, communication during the appointment, and any recommendations as confidential in accordance with the applicable federal and state privacy laws. The approved mental health provider shall be prohibited from sharing any employee information other than confirming with the Police Department that an employee was compliant with the program's directive by the end of each year.
5. Follow Up Visits. If an employee or the mental health provider feel that services beyond the one (1) required appointment would be needed or beneficial for the employee, the mental health provider may create a referral at the employee's discretion. These additional appointments are not mandatory. If the employee wishes to schedule follow up appointments with the mental health provider, the employee may schedule those appointments directly with the mental health provider.
- a. The Police Department will pay for up to six (6) total appointments with the approved mental health provider for each employee per year. After the six (6) appointments, the employee is responsible for the payment of any further appointments; employees are encouraged to utilize their Health Insurance or Healthcare Reimbursement Account for any desired additional services or appointments.
6. Verification: For billing purposes, an employee from the bargaining unit who is scheduling any appointments with the mental health provider within parameters of this MOU, shall submit in writing a statement of "A member of LELS Local No. 462 has scheduled an appointment with Marie Ridgeway and Associates during the week of..." The letter shall be sent through interdepartmental mail to the designated HR representative without any identifying information of which member is receiving services, to protect confidentiality.

[The Remainder of this Page Intentionally Left Blank]

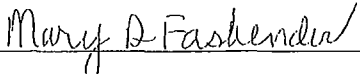
**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by its duly authorized representatives.

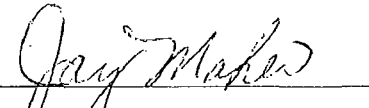
**CITY OF HASTINGS**

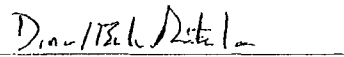
**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 249**

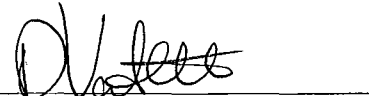
Approved by the Hastings City Council:


Approved by LELS Membership:

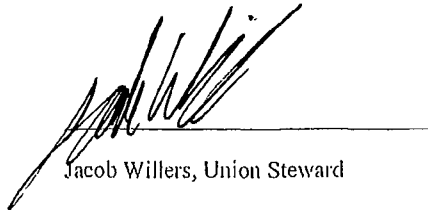
  
\_\_\_\_\_  
Mary D. Fasbender, Mayor

  
\_\_\_\_\_  
Jay Maher, Business Agent

  
\_\_\_\_\_  
Dan Wietecha, City Administrator

  
\_\_\_\_\_  
Daniel Vomastek, Union Steward

  
\_\_\_\_\_  
Kelly Murtaugh, City Clerk

  
\_\_\_\_\_  
Jacob Willers, Union Steward