

**MASTER AGREEMENT**

**BETWEEN**

**CITY OF HOPKINS**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**(L.E.L.S. LOCAL #171)**

January 1, 2021 through December 31, 2023

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

This AGREEMENT is entered into on June 5, 2018 between City of Hopkins, 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. Promote sound and mutually beneficial working and economic relationships between parties hereto;
2. To provide an orderly and peaceful means of resolving any grievances which may arise;
3. Specify, in writing, the full and complete understanding of the parties concerning the terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, will continue their dedication to the highest quality police service and protection to the public. Both parties recognize the AGREEMENT as a pledge of this dedication.

## **ARTICLE 2 RECOGNITION**

- 2.1 The EMPLOYER recognizes L.E.L.S. as the exclusive representative, under Minnesota Statutes, Section 179A.03 Subd. 8, for all police personnel in the following job classifications:

SERGEANT

- 2.2 In the event the EMPLOYER and L.E.L.S. 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 UNION: Law Enforcement Labor Services, Inc
- 3.2 UNION MEMBER: A member of the Hopkins Police Sergeants' Union.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit, male or female, where the word "he" is used, it is inclusive of "she"
- 3.4 DEPARTMENT: The Hopkins Police Department.
- 3.5 EMPLOYER: The City of Hopkins.

- 3.6 CHIEF: The Chief of the Hopkins Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Hopkins Police Sergeant's Union.
- 3.8 BASIC PAY RATE: The Employee's hourly, biweekly, or monthly pay rate exclusive of longevity pay, college incentive pay, overtime pay, court time pay, or any other special allowance.
- 3.9 EMERGENCY: A situation or condition so labeled or defined by the Hopkins Chief of Police.
- 3.10 SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 GRIEVANCE COMMITTEE: The elected UNION OFFICERS of the Hopkins Police Sergeants' Union or the UNION'S designated agents for grievance procedures and purposes.
- 3.13 SUPERVISORY EMPLOYEE: One so defined under Minn Stat 179A.03, Subd. 17.
- 3.14 CITY MANAGER: The person designated or appointed by the City Council for the purpose of holding and exercising the duties of that official position as it is defined in the Hopkins City Charter.

#### **ARTICLE 4 EMPLOYER AUTHORITY**

- 4.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities including municipality personnel policies and work rules. The prerogatives and authority which the EMPLOYER has not officially abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER; such as, but not limited to:  
  
Direct EMPLOYEES, Hire, promote, transfer, assign, retain EMPLOYEES in positions and suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
- 4.2 Relieve EMPLOYEES from duties because of lack of work or other legitimate reasons.
- 4.3 Maintain the efficiency of the government operations; determine the methods, means, job classification, and personnel by which such operations are to be conducted or performed.

- 4.4 Take whatever action may be necessary in any emergency to promote the public general welfare.
- 4.5 Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

**ARTICLE 5 UNION SECURITY**

- 5.1 In recognition of L.E.L.S. as the exclusive representative, the EMPLOYER agrees to deduct from each pay check and remit to L.E.L.S. the amount certified in writing by L.E.L.S. as the regular UNION dues, from the wages of each of those EMPLOYEES as provided by the Public Employment Labor Relations Act as amended.
- 5.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 5.3 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and change in the position of Steward and/or alternate.
- 5.4 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

**ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 6.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation or application of this AGREEMENT.
- 6.2 The EMPLOYER will recognize STEWARDS selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the names of such STEWARDS and of their successors when so named.
- 6.3 A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement or of disciplinary actions not covered by Police Review Committee rules or regulations

6.4 Grievances shall be resolved in the following manner:

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 violations have 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 ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 or 3a and appealed to Step 4 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.

EMPLOYEES presenting grievance may choose to be represented by the UNION.

All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

The time limits established in the ARTICLE may be extended by mutual consent the EMPLOYER and the UNION and shall be in writing.

- 6.5 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 on 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. 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 application of the express terms of this agreement and to the facts of the grievance presented.

#### **ARTICLE 7 SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Hopkins. 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 the written request of either party.

#### **ARTICLE 8 SENIORITY**

- 8.1 Seniority shall be determined by the employee's length of continuous employment at the rank of Sergeant with the Police Department.
- 8.2 The EMPLOYER and the UNION agree that ability be considered foremost in assignment and promotions. All original and promotional appointments shall be probationary, and subject to a probationary period. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER. Additional discipline for cause may be applied, per Article 9.
- A. 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 years of the time of his layoff before any new employee is hired.

- B. Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
  - C. One continuous vacation (at least three (3) days) period shall be selected on the basis of seniority until March 31 of each calendar year.
- 8.3 Shift assignments for Sergeants in the patrol division of the DEPARTMENT shall expire in December of each year. At that time, Sergeants will bid for their patrol shift starting the following January. Sergeants will be given preference of shifts based upon seniority at the rank of Sergeant based upon date of promotion.
- 8.4 The position of Investigations Sergeant and Community Services/Relief Sergeant will not be an expiring bid-able position. These Sergeant positions will be appointed by the CHIEF based upon Article 8.2 (B) of this agreement and will serve at the discretion of the CHIEF.

## ARTICLE 9 DISCIPLINE

- 9.1 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.
- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 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.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Discharges will be preceded by a five (5) day suspension without pay except in cases of Veterans pursuant to Minnesota statute.
- 9.6 Employees under investigation 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.

- 9.7 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under Article 6.

## **ARTICLE 10 CONSTITUTIONAL PROTECTION**

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

## **ARTICLE 11 WORK SCHEDULES**

- 11.1 The sole authority in work schedules is the EMPLOYER. The normal work year is two thousand and eighty hours (2,080) to be accounted for by each EMPLOYEE through:
- a) hours worked on assigned shifts;
  - b) assigned training;
  - c) authorized leave time.
- 11.2 Authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts. 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.
- 11.3 Training time on days off shall be compensated at one and on half times the EMPLOYEE'S hourly rate. Comp Time may be given instead of overtime pay. The Comp Time must be given at a rate of one and on e half (1 ½ ) hours per hour worked. The choice of overtime or comp time shall be at the discretion of the EMPLOYER. Comp Time shall be limited to a maximum accrual of 48 hours. Comp time records shall be recorded and maintained by the Finance Department.

## **ARTICLE 12 OVERTIME**

- 12.1 EMPLOYEES will be compensated at one and one-half (1½) times the EMPLOYEE'S hourly 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. Overtime will be distributed as equally as practicable.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest one-tenth of an hour.
- 12.4 EMPLOYEES have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the EMPLOYEE from so working.

**ARTICLE 13 COURT TIME**

- 13.1 An employee who is required to appear in court during his 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.
- 13.2 An employee shall receive one hour of overtime for cancellation of a court appearance within 24 hours of the scheduled appearance. If an employee had been on standby for court and the appearance is canceled, compensation shall be the greater of one hour of overtime or the standby pay earned.

**ARTICLE 14 CALL BACK TIME**

An employee who is called to duty during 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. An officer called back for court appearance will receive 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 duty does not qualify the employee for the three (3) hour minimum.

**ARTICLE 15 INSURANCE**

- 15.1 Effective January 1, 2021 the EMPLOYER will contribute the following amounts:

- Single - \$1,077.59
- Employee + Spouse - \$1,769.63
- Employee + Children - \$1,756.50
- Family - \$1,801.70

- 15.2 Effective January 1, 2022 the EMPLOYER will contribute the following amounts:

- Single - \$1,077.59
- Employee + Spouse - \$1,769.63
- Employee + Children - \$1,756.50
- Family - \$1,801.70

- 15.3 For 2023, the contract will be reopened solely for the discussion of health insurance contributions.

- 15.4 All employees shall receive a minimum of single group health insurance coverage. For those employees not selecting dependent coverage, the additional benefit, up to the

EMPLOYER maximum, may be used by the employees for additional available insurance coverage or be placed in a deferred compensation plan, subject to limitations specified in the EMPLOYER'S group policies.

- 15.5 Employees who choose to opt out of the City's health insurance program will receive \$360.00 to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the \$360.00 per month, employees hired after January 1, 2008 will receive \$50.00 per month if they opt out of the City's health insurance program.

#### **ARTICLE 16 UNIFORM ALLOWANCE**

- 16.1 All employees shall receive an annual uniform and equipment allowance of \$900.00 effective January 1, 2017.
- 16.2 The allowance shall be paid on or near January 1 annually as a separate check. Employees hired into the unit after January 1 shall be provided with the necessary uniforms in lieu of a uniform allowance. They will be eligible for the allowance in subsequent years. Officers promoted to sergeant during the year will retain the officer's uniform allowance. They will not be eligible for the Sergeant's uniform allowance until the following year. Items purchased with this allowance are intended solely for use as an employee of the city and are the property of the City of Hopkins. Uniform allowance may be used to purchase any items not expressly prohibited by the department. If any items need replacement after an employees allowance has been exhausted, such replacement is the responsibility of the employee. Upon termination of employment, an employee will return all city property as requested.

#### **ARTICLE 17 SICK LEAVE, INJURY ON DUTY, FLEX LEAVE**

- 17.1 Sick Leave (Does not apply to employees receiving Flex Leave)

The regular shift working time consumed by the EMPLOYEES using earned vacation leave or sick shall be considered to be working time for the purpose of accumulating additional vacation or sick leave. Sick leave with pay shall be granted to all probationary and permanent full time employees at the rate of eight (8) hours for each calendar month or major fraction thereof. Sick leave shall be computed on a calendar year basis and may be accumulated to a total of not more than nine hundred sixty (960) hours. Hours accrued over 960 shall be banked and only used for extended illness.

- 17.2 Sick leave may be granted when necessary for personal illness, legal quarantine or because of illness in the employee's family as defined in Minn. Stat. § 181.9413 or death of spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, mother-in-law, or father-in-law of the employee. In order to be eligible for sick leave with pay the employee shall:

- a) report promptly to the department head the reason for his/her absence.
- b) keep the department head, at all time, fully informed of his/her condition including permission for City Manager to make inquiries of such employee's physician, surgeon, or other health establishment.
- c) furnish upon demand to the city Manager any other information or medical certificate that may be required.

No sick leave shall be granted except as permitted in this Article or ordinance, and the claiming of sick leave whenever herein prohibited may be cause of disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.

### 17.2 Injury on Duty

Leave of absence with pay shall be granted to EMPLOYEES who become incapacitated as a result of injury incurred though no misconduct of their own while in actual performance of City assigned duties. EMPLOYEES must qualify for worker's compensation payments to be eligible for such leave. This shall exclude any injuries sustained while performing any off-duty services for which payment is made directly to such EMPLOYEE by a contracting party other than the city. Such injury leave shall continue for a maximum of seven hundred twenty (720) hours, unless it is determined sooner by competent medical authority, approved by the City Manager, that the EMPLOYEE may be required to submit to a medical examination at any time by a physician selected by the City.

During such injury leave, the City shall pay such EMPLOYEE the amount representing the difference between the EMPLOYEE'S basic pay and the amount received by him/her from worker's compensation.

All payments made to the EMPLOYEE will be reduced by the total amount of all other injury related benefits for which the EMPLOYEE is provided as a result of public employment, including but not limited to: weekly worker's compensation, relief pension plans, short or long-term disability payments, or City-paid group insurance payments. The EMPLOYEE must apply for such benefits as soon as he is eligible therefore and the EMPLOYER reserves the right to refuse injury leave if such application is not made.

For the purpose of this Article, "basic pay" shall mean any remuneration excluding longevity.

### 17.3 Flex Leave

The UNION hereby adopts the City of Hopkins' Flex Leave program. Union members can continue on the existing vacation and sick leave program or choose to participate in the Flex leave program. Employees who choose to participate in the Flex Leave Program cannot return to the vacation and sick leave program.

Union employees hired after January 1, 2002, shall participate in the Flex Leave Program. Employees of the bargaining unit will not be forced to accept Flex Leave if they choose to remain in the existing Vacation/Sick Leave program

**ARTICLE 18 LONGEVITY PAY AND EDUCATIONAL INCENTIVES**

18.1 Longevity pay shall be as follows:

- After 4 years 3% Sergeant’s base pay rate
- After 7 years 6% Sergeant’s base pay rate
- After 10 years 8% Sergeant’s base pay rate
- After 13 years 10% Sergeant’s base pay rate

All permanent Sergeants must choose either the Longevity Plan or the College Education Incentive Program. Any change in this choice must be approved by the Chief of Police and the City Manager; 24 months must elapse between such changes.

18.2 College Education Incentive

EMPLOYEES qualifying for College Education Incentive payment under the provisions of the agreement attached hereto as APPENDIX I, shall be paid at the equivalent credit rate of \$.50 per applicable credit hour.

**ARTICLE 19 PAID TIME OFF**

(Does not apply to any employee receiving Flex Leave)

19.1 All EMPLOYEES shall be eligible for paid time off except that no EMPLOYEE shall be allowed to use paid time off until after the completion of the first six (6) months of the probationary period, without the specific permission of the Chief and City Manager. Paid time off is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

19.2 EMPLOYEES shall earn paid time off according to the following schedule:

	Hours
0- 5 years	184
After 5 years	224
After 10 years	232
After 11 years	240
After 12 years	248
After 13 years	256
After 14 years	264
After 20 years	272
After 25 years	312

19.3 Paid Time Off may be used as earned, provided that the City Manager shall in each case determine the time when such paid time off may be taken.

19.4 Employees may accrue paid time off to a maximum of 200% of their annual entitlement. Any employee whose accrued paid time off exceeds their cap on December 31 of any year will lose all of the time that exceeds the cap. An employee may appeal to the City Manager to exceed the cap if department scheduling problems or other unusual circumstances prevent the employee from using sufficient paid time off during the year. The employee's supervisor must attest to the existence of the problem.

19.5 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for all paid time off accrued to date of separation.

19.6 Conversion Option:

In December, Employees may submit an irrevocable election to convert up to 40 hours of paid time off to the City's deferred compensation program or cash to be earned in the next calendar year in taxable compensation in that next calendar year. The cash shall be paid through payroll at the time it would have been earned thereby ensuring payment shall be made within 2.5 months following the end of the calendar year in which the cash payment is due.. After 15 years, an employee may convert up to 80 hours. After 25 years, an employee may convert up to 120 hours. An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem. Employees are not able to adjust these submissions during the present year.

## ARTICLE 20 SALARY AND WAGE

Basic monthly rates for the EMPLOYEES covered by the AGREEMENT shall be as follows. Movement through steps will be based upon time served after being promoted to Sergeant.

Monthly Salary	1/1/2021	12/31/2021	1/1/2022	7/1/2022	1/1/2023
Step 1 (Probationary)	\$7,795.49	\$7,873.45	\$8,030.92	\$8,111.23	\$8,354.56
Step 2	\$8,202.78	\$8,284.81	\$8,450.50	\$8,535.01	\$8,791.06
Step 3	\$8,448.86	\$8,533.35	\$8,704.02	\$8,791.06	\$9,054.79

Hourly	1/1/2021	12/31/2021	1/1/2022	7/1/2022	1/1/2023
Step 1 (Probationary)	\$ 44.97	\$ 45.42	\$ 46.33	\$ 46.80	\$ 48.20
Step 2	\$ 47.32	\$ 47.80	\$ 48.75	\$ 49.24	\$ 50.72
Step 3	\$ 48.74	\$ 49.23	\$ 50.22	\$ 50.72	\$ 52.24

EMPLOYER agrees to deduct and transmit such amounts of an EMPLOYEE'S deferred compensation as EMPLOYEE authorizes and directs in writing.

No EMPLOYEE promoted from Patrol Officer to Sergeant shall be required to take a reduction in pay.

**ARTICLE 21 MISCELLANEOUS PROVISIONS**

**A. FALSE ARREST INSURANCE**

EMPLOYER shall procure and maintain a policy or policies of "False Arrest" insurance, at the City's expense, insuring EMPLOYEE from all claims covered by such policy or policies in the sum of a minimum of one million (\$1,000,000) Public Liability.

**B. SUPPLEMENTAL RETIREMENT**

EMPLOYER agrees to provide an additional retirement contribution of \$25.00 per month per sworn officer for a variable annuity retirement plan approved by the Police Civil Service Commission and the 1971 Hopkins City Council.

**C. SEVERANCE PAY**

(Does not apply to any employee receiving Flex Leave)

After 5 years: 8 hours/year of service; after 10 years: daily wage rate x 12 hours/years of service; OR a percentage of accumulated sick leave, 20% if separation occurs after 10 years but before 15 years; 25% 15 to 20 years; 33 1/3% after 20 years.

**D. WAGE MEETINGS, UNION MEETINGS**

The EMPLOYER hereby permits UNION officers to attend certain meetings called by

the EMPLOYER for negotiations on duty if the meeting time scheduled for a time when the UNION officer is normally off duty.

When UNION meetings are called, members shall be allowed to attend, subject to calls where police services are required.

E. WORKING CONDITIONS

The EMPLOYER agrees to make every effort possible to provide safe working conditions by employing adequate manpower and safe equipment.

F. RESIDENCY

All EMPLOYEES will establish residency at a distance which will allow the EMPLOYEE to reach the City Hall from his or her home by the most direct route by automobile within 30 minutes. The EMPLOYEE shall maintain a telephone in working order in his or her residence at all times.

G. HOLIDAY PAY

An EMPLOYEE required to work a shift on New Year's Day, Martin Luther King's Day, Presidents' Day, Easter, Memorial Day, 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve or Christmas, shall be eligible for holiday pay. For the purpose of this section, if 50% or more of a full work shift falls on one of the holidays, the full shift shall be compensated at holiday pay. If less than 50% of any full shift falls on one of the above holidays, no holiday pay shall be paid.

Holiday pay shall be 1/2 times the basic hourly rate, making the full compensation for a holiday shift one and one-half (1½) times the basic hourly pay rate. However, for hours that are worked in excess of Employee's regularly scheduled shift on a holiday, Employee's shall be compensated at two (2) times their regular base rate of pay. Under no circumstances will the total compensation for the work on a Holiday exceed two (2) times the basic pay rate.

H. STANDBY PAY

EMPLOYEES required by the EMPLOYER to standby shall be paid for standby time at the rate of one hour's pay for each hour on standby.



I. P.O.S.T. LICENSE

The Employer shall pay the P.O.S.T. license fees for Employees.

J. ON CALL PAY

When the EMPLOYER requires that the Investigative Sergeant be available for work and be able to report for work in less than two hours, the employee shall be compensated at the rate of \$25.00 for each day on-call. Employees will forfeit one day of On-Call pay and may be subject to disciplinary action for each day that they are unable to report to work or cannot be located.

**ARTICLE 22 TUITION REFUND**

The EMPLOYEE may receive reimbursement for the cost of tuition and required text books for those courses which have a direct relationship to the responsibilities embodied in the employees position classification. EMPLOYEES shall initially make payment for such cost of tuition and required text books but shall be reimbursed upon the submission of a satisfactory grade for the course taken and a paid receipt for the tuition cost. Participating employees shall be required to receive prior department head approval of each course taken in order to be eligible for reimbursement.

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

23.1 All members will participate in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute 352.98, which shall be administered as provided by law.

23.2 Each member of the union shall contribute the following amounts to the Plan:

- 1% of gross salary

**ARTICLE 24 ADVANCE RESIGNATION NOTICE PROGRAM**

The City of Hopkins Advance Resignation Notice Program is hereby adopted.

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.<sup>1</sup>

This program is available to regular full-time non-union employees and any regular full-time union employees whose union has adopted this policy into their contract.

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<sup>1</sup> The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advanced Notice payment.

In order to be eligible for an Advance Notice payment an employee must give at least 60 days notice before his or her last day of work<sup>2</sup>. The agreement must be signed by both the employee and the City Manager in order to be effective. The City reserves the right to refuse to enter into this agreement with any employee.

The City will provide the following compensation for advance notice:

Sixty (60) days:	\$325.00
Ninety (90) days:	\$600.00
One Hundred and Twenty (120) days:	\$925.00
One Hundred and Eighty (180) days:	\$1,300.00

Payment will be made after the termination date<sup>3</sup>.

An employee has ten (10) days from the date they sign the agreement to rescind the decision. After this, it is not possible for an employee to change their mind about resigning. There will no longer be a position available after the agreed upon termination date. Refusing the Advance Notice payment will not void the agreement.

If any other union or non-union employees receive any increase to the advance resignation program, the increase will be applicable to all members of the bargaining unit.

#### ARTICLE 25 DURATION

This AGREEMENT shall be retroactive effective January 1, 2021 and shall remain in full force and effect until the thirty-first day of December 2023, inclusive. In witness whereof, the parties have executed this AGREEMENT on the 5<sup>th</sup> Day of April, 2022.

FOR THE CITY OF HOPKINS

FOR L.E.L.S., LOCAL #171:

<sup>2</sup> The last day of work is defined, for this program, as the last day that an employee will be actively working for the City. The employee may use accumulated vacation or flex leave to extend his or her termination date, which is defined as the last day the employee is on the payroll.

<sup>3</sup> Payments are subject to taxation.

**APPENDIX I**  
**EDUCATIONAL INCENTIVE PLAN**

**CITY OF HOPKINS POLICE DEPARTMENT**

The increasing complexity of police activities dictates that steps be taken by all local police departments to encourage police officers to continue their formal education and attract to the force individuals with strong academic backgrounds. Acknowledging this need, the Hopkins City Council has funded an educational incentive program for police officers for college credits and classroom work in police science. This memorandum outlines the rules and regulations of this program.

Features of Educational Incentive Program

1. There will be no minimum number of credits needed to qualify for educational incentive pay.
2. An officer must complete one year on the Hopkins Police Department before educational incentive pay can be earned.
3. The basic POST certification must be completed to qualify, and the hours for this schooling apply toward the educational payment.
4. The records and transcripts of the work for which eligibility is requested will be reviewed and approved or disapproved by the Police Chief, and certified to the City Manager on January 1, of each year, for that year.
5. Minimum passing grade will be the passing grade of the University or training school.
6. There will be no limit on the number of years having passed since the course was taken.
7. Once an EMPLOYEE receives a degree, all the credits required to obtain that degree shall qualify for payment.

## APPENDIX 2

### Drug and Alcohol Testing Agreement

#### 1. PURPOSE

- 1.01 The purpose of this policy is to provide written guidelines in compliance with MN Statutes 181.950-181.957 for requesting or requiring employees or job applicants to undergo drug and/or alcohol testing.

#### 2. DEFINITIONS

- 2.01 For purposes of this policy, the following definitions will apply:
- a. "City" means the City of Hopkins.
  - b. "Commissioner" means the Commissioner of the Minnesota Department of Health.
  - c. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
  - d. "Drug" means a controlled substance as defined in MN Stat. 152.01, Subd. 4.
  - e. "Drug and alcohol testing", "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample approved by the Commissioner under MN Stat. 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
  - f. "Employer" means the City Manager and anyone appointed by the City Manager to a regular position with the City who is paid through the City's payroll system.
  - g. "Initial screening test" means a drug or alcohol test that uses a method of analysis approved by the Commissioner under MN Stat. 181.953, Subd. 1, as being capable of providing data as to general classes of drugs, alcohol, or their metabolites.
  - h. "Job applicant" means a person who applies to become an employee of the City and has received a job offer made contingent on the person passing drug testing.
  - i. "Medical Review Officer" means the individual at Park Nicollet who will receive all laboratory results.
  - j. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested by a confirmatory test in levels at or above the threshold detection levels set by the Department of Health rules. An alcohol test will be considered positive if the testee has an alcohol concentration level of at least .05.
  - k. "Reasonable suspicion", means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
  - l. "Threshold detection level" means the level at which the presence of a drug, drug metabolite, or alcohol can be reasonably expected to be detected by a confirmatory test by a certified laboratory.

### **3. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR.**

- 3.01 Drug testing is required for all job applicants, as defined in Section 2.01 of this policy.
- 3.02 Drug and alcohol testing may be requested or required during on duty hours if the city has a reasonable suspicion that a current employee:
  - a. Is under the influence of drugs or alcohol; or
  - b. Has violated the City's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the City's premises or operating the City's vehicle, machinery, or equipment; or
  - c. Has sustained or caused another person to sustain substantial bodily harm or greater (as defined in Minnesota Statutes 609.02, subdivision 7a); or
  - d. Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident.
  - e. Employees who have been referred by the City for chemical dependency treatment or evaluation or who are participating in a chemical dependency treatment program as a result of a positive drug or alcohol test or is participating in a chemical dependency treatment program under an employee benefit plan. Such employees will be required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.
  - f. Has discharged a firearm other than (a) on a target range, or (b) while conducting authorized ballistics tests, or (c) as authorized by Hopkins Police Department General Order 101.21 concerning destruction of animals.

### **4. CITY REQUIREMENTS AND PROCEDURES**

- 4.01 The City will post and maintain a notice in appropriate and conspicuous locations at its facilities that this policy has been adopted and that copies are available for inspection at specified locations.
- 4.02 The City will use a facility for drug and/or alcohol testing which has been licensed by the Department of Health.
- 4.03 Before a job applicant or employee is required to submit to an alcohol and/or drug test, the City will provide a form on which shall:
  - a. indicate whether the employee or job applicant has seen the City's drug and alcohol testing policy, and
  - b. indicate that the employee or job applicant consents or does not consent to the drug test. Failure to sign the consent form means that the employee or job applicant refuses to submit to an alcohol and/or drug test.

4.04 The City's designated laboratory will automatically perform a confirmatory test on all samples that test positive. No adverse personnel action will be taken based on an initial screening test that has not been verified by a confirmatory test.

4.05 Within three business days of the City's receipt of the results, the City will notify the employee or job applicant of the results of the alcohol and drug test and of the individuals rights specified in Sections 6 and 7 below and MN Statute 181.953, Subd. 10 and 11.

## **5. RIGHTS OF EMPLOYEES AND JOB APPLICANTS TO REFUSE TESTING**

5.01 Applicants. If a job applicant for an affected position refuses to submit to a drug test, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

5.02 Employees. Employees who refuse to submit to an alcohol and/or drug test under the circumstances enumerated in this policy may be subject to discipline up to and including dismissal.

## **6. EFFECT OF POSITIVE CONFIRMATORY TEST**

6.01 Applicants. If a job applicant for an affected position tests positive on a confirmatory test for drugs, any offer of employment shall be withdrawn and the City shall not consider the individual for employment.

6.02 Employees. Employees who test positive for alcohol and/or drugs for the first time, will be given the opportunity to enter a City-approved drug and/or alcohol counseling or rehabilitation program at the individual's own expense or through the employee's health care provider. The City will consult with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency before approving a program. Employees who refuse to enter or fail to complete a program, may be dismissed.

Employees who elect to enter a program will be required to submit to alcohol and or drug testing every six months. An employee who tests positive or refuses to submit to a test during the first two years following entrance to such a program will be dismissed immediately. This requirement for testing shall only apply to employees who enter such a program as a result of a positive drug or alcohol test.

6.03 Explained Results. If a positive confirmatory test is caused by a drug prescribed for the employee or an over the counter substance consumed in accordance with instructions, the City will not take disciplinary action toward an employee or withdraw a job offer. However, if the substance significantly impairs the employee's ability to perform assigned duties or creates a safety risk, the City may reassign the employee to a position whose duties can be safely and adequately performed, if one is available, or place the employee on sick leave.

**7. EMPLOYEE AND JOB APPLICANT RIGHTS AFTER A TEST**

- 7.01 If an employee or job applicant tests positive for drug use, the employee shall be given written notice of the right to explain the positive test and the City may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of; or explanation for, a positive test result.
- 7.02 Within five days after receiving notification of a positive test result, an individual may submit any information to explain the result and request in writing a confirmatory retest of the original sample at the employee's or job applicant's own expense. No adverse personnel action will be taken if the confirmatory retest does not confirm the original test.
- 7.03 An employee or job applicant may request and receive from the City, a copy of the drug or alcohol test result report.

**8. APPEAL PROCEDURE.**

- 8.01 Employees may appeal decisions made by the City under this policy through the remedies available through their collective bargaining units. Employees, who are not represented by a collective bargaining unit, may appeal decisions through remedies available in the City's personnel policy. The City will not retaliate against an employee for pursuing an appeal or the other remedies provided in Minn. Stat. 181.956. An employee may also appeal under the Veteran's Preference Act, if eligible.

**9. MISCELLANEOUS.**

- 9.01 The City's designated laboratory shall disclose test result data only to the City Manager or the Assistant City Manager of the City of Hopkins.
- 9.02 Test result reports and other data acquired by the City in the drug or alcohol testing process is private data on individuals pursuant to Minnesota Statutes. The City will disclose the information internally to management and confidential employees with a need to know and to the tested individual. The information will not be released to any third party without the written consent of the tested individual except under the following circumstances.
- a. The data may be used in an arbitration proceeding pursuant to a collective bargaining agreement, a veteran's preference hearing, other applicable state or local law, or a judicial proceeding, provided that the information is relevant to the hearing or proceeding.
  - b. The information may be disclosed to a federal agency or other unit of the United States government as required by federal law, regulation, order, or contract.
  - c. The information may be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.
- 9.03 Positive tests result from the City's drug or alcohol testing program will not be used as

evidence in a criminal action against an employee or job applicant.

- 9.04 The City may suspend an employee requested to submit to testing if the City believes that it is reasonably necessary for the protection of the individual, other employees, or the public. The suspension will be with pay pending receipt of the test result, unless the employee has violated a city policy or work rule that justifies a suspension without pay regardless of the test result. In lieu of suspension, the City may temporarily transfer the employee to another position at the same rate of pay. Positive test results will be handled in accordance with Section 5, Effect of Positive Confirmatory Test, of this Policy. It shall be the responsibility of the City Manager to determine the date a suspended employee may return to work.
- 9.05 The City Manager shall be responsible for implementing this policy.

Revised: January 2002