



**Labor Agreement
Between the
City of New Hope, Minnesota
and
Law Enforcement Labor Services, Inc.
(Local #273)**

January 1, 2023 through December 31, 2025

TABLE OF CONTENTS

ARTICLE I - PURPOSE OF AGREEMENT1

ARTICLE II - RECOGNITION.....1

ARTICLE III - DEFINITIONS.....1

ARTICLE IV - EMPLOYER SECURITY.....2

ARTICLE V - EMPLOYER AUTHORITY2

ARTICLE VI - UNION SECURITY.....2

ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE2

ARTICLE VIII - SAVINGS CLAUSE.....5

ARTICLE IX - SENIORITY5

ARTICLE X - DISCIPLINE.....5

ARTICLE XI - CONSTITUTIONAL PROTECTION6

ARTICLE XII - WORK SCHEDULES.....6

ARTICLE XIII - OVERTIME6

ARTICLE XIV - COURT TIME.....7

ARTICLE XV - CALL BACK TIME.....7

ARTICLE XVI - WORKING OUT OF CLASSIFICATION.....7

ARTICLE XVII - INSURANCE7

ARTICLE XVIII - STANDBY PAY7

ARTICLE XIX - UNIFORMS.....8

ARTICLE XX - INJURY ON DUTY8

ARTICLE XXI - SALARY SCHEDULE8

ARTICLE XXII - VACATIONS9

ARTICLE XXIII - HOLIDAYS9

ARTICLE XXIV - SICK LEAVE10

ARTICLE XXV - SEVERANCE.....10

ARTICLE XXVI - PERSONAL LEAVE10

ARTICLE XXVII - EDUCATIONAL ASSISTANCE	10
ARTICLE XXVIII - FALSE ARREST INSURANCE	10
ARTICLE XXIX - MILITARY LEAVE	11
ARTICLE XXX - P.O.S.T. LICENSE FEES	11
ARTICLE XXXI - WAIVER.....	11
ARTICLE XXXII - DURATION	11

AGREEMENT
BETWEEN THE
CITY OF NEW HOPE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2023 between the City of New Hope, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc., hereinafter called L.E.L.S.

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.

ARTICLE II - RECOGNITION

- 2.1 The EMPLOYER recognizes L.E.L.S. as the exclusive representative for all licensed peace officers employed by the City of New Hope Police Department who are supervisory employees within the meaning of Minn. Stat. 179A.03, Subd. 17, and who are public employees within the meaning of Minn. Stat. 197A.03, Subd. 14, excluding confidential employees, the Chief of Police, and all other employees.
- 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 III - DEFINITIONS

- 3.1 L.E.L.S.: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of New Hope Police Department.
- 3.5 EMPLOYER: The City of New Hope.
- 3.6 CHIEF: The Director of the New Hope Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local #273.
- 3.8 OVERTIME: For employees in the sergeant job classification, work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.

- 3.9 SCHEDULED SHIFT: For employees in the sergeant job classification, a consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: For employees in the sergeant job classification, periods during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: For employees in the sergeant job classification, a period during the Scheduled Shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION 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.

ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 term 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.

ARTICLE VI - 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 union dues. Such monies shall be remitted as directed by L.E.L.S.
- 6.2 L.E.L.S. 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 L.E.L.S. notice(s) and announcement(s).
- 6.4 L.E.L.S. 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.

ARTICLE VII - EMPLOYEE RIGHTS – GRIEVANCE

- 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 L.E.L.S. as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. L.E.L.S. 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 L.E.L.S. and the EMPLOYER that the processing of grievances 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 programs of the EMPLOYER.

- 7.4 PROCEDURE: Grievances, as defined by Section 7.1, shall be resolved in conformance with the procedural steps listed below. Dependent upon the nature of the grievance, it may be appropriate to initially file a grievance at a level other than Step 1. When filed at a level higher than Step 1, L.E.L.S. shall present the grievance within twenty-one (21) calendar days of the alleged violation.

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 L.E.L.S. within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by L.E.L.S. and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give L.E.L.S. 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 L.E.L.S. within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by L.E.L.S. and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give L.E.L.S. 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 L.E.L.S. within ten (10) calendar days shall be considered waived.

Step 4. If a grievance is not resolved in Step 3, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the mediation meeting. Any grievance not appealed in writing to Step 5 by L.E.L.S. within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended, unless the arbitrator is required to be appointed in accordance with Minn. Stat. 626.892. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, 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) submitted in writing by the EMPLOYER and L.E.L.S., 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and L.E.L.S. and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and L.E.L.S. 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, L.E.L.S. may elect to treat the grievance as denied at that 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 L.E.L.S. in each Step.

7.7 ELECTION OF REMEDIES

If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of this ARTICLE or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 5 of this ARTICLE, the grievance shall not be subject to the arbitration procedure provided in Step 5 of this ARTICLE. The aggrieved employee shall indicate in writing which procedure is to be used--Step 5 of this ARTICLE or an alternative procedure--and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 5 of this ARTICLE. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this Section 7.7 shall be null and void.

ARTICLE VIII - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of New Hope. 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.

ARTICLE IX - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Department and posted in an appropriate location. Seniority rosters shall be maintained by the Director on the basis of time within job classification.
- 9.2 During the probationary period, a promoted or reassigned employee may be demoted to the employee's previous position at the sole discretion of the employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority in job classification. 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/her layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 For employees in the sergeant job classification, one continuous vacation period shall be selected on the basis of seniority until January 1 of each calendar year.

ARTICLE X - DISCIPLINE

- 10.1 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.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, notices of demotion, 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 their own individual personnel files 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 an L.E.L.S. representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by L.E.L.S. in Step 2 of the grievance procedure under ARTICLE VII. The Step 2 grievance shall be filed within twenty-one (21) calendar days of the employee's signed acknowledgement of the action defined in 10.3.

ARTICLE XI - CONSTITUTIONAL PROTECTION

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

ARTICLE XII - WORK SCHEDULES

- 12.1 For employees in the sergeant job classification, 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) assigned training;
 - d) authorized leave time.
- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts.
- 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.

ARTICLE XIII - OVERTIME

- 13.1 Employees in the sergeant job classification will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 13.2 Employees in the sergeant job classification who work overtime may choose compensatory time off or compensation, either of which will be calculated at one and one-half (1-1/2). The employee may accrue up to forty-eight (48) hours of compensatory time but if it is not used by the end of the last pay period in November of each year, it shall be cashed out. Such compensatory time shall be taken at a time mutually agreed upon by the EMPLOYER and the employee.
- 13.3 Overtime will be distributed as equally as practicable. Overtime generated by the sergeant position shall be offered to sergeants first.
- 13.4 Overtime refused by employees in the sergeant job classification will for record purposes under Section 13.2 be considered as unpaid overtime worked.
- 13.5 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.6 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.7 Employees in the sergeant job classification have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.8 Effective January, 2014, employees in the Captain job classification are eligible for additional pay at the current top sergeant's overtime rate when the following criteria are met:
 - a. A sign-up list for special projects has not been filled by officers and sergeants, and
The Captain has received approval from the Chief of Police to sign up for the additional duty, and
 - b. The special project is funded from outside sources and not from the city's general fund.

ARTICLE XIV - COURT TIME

An employee in the sergeant job classification 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 (1-1/2) 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.

ARTICLE XV - CALL BACK TIME

- 15.1 An employee in the sergeant job classification 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 (1-1/2) 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.
- 15.2 An employee in the sergeant job classification who is called in for training during his/her scheduled off-duty time shall receive a minimum of two (2) hours' pay at the employee's base pay rate for training. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 15.3 An employee in the sergeant job classification who is called in for a meeting during his/her scheduled off-duty time, shall receive a minimum of two (2) hours compensatory time, at straight time, for the meeting. If the meeting requires the employee's attendance for more than two (2) hours, he/she shall receive pay for actual hours worked in excess of two (2) hours at one and one-half (1-1/2) 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.

ARTICLE XVI - WORKING OUT OF CLASSIFICATION

Employees temporarily appointed by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the appointment. If an L.E.L.S. member serves in the role of interim police chief, during the interim appointment, they would retain all the rights and benefits in their collective bargaining agreement.

ARTICLE XVII - INSURANCE

- 17.1 Effective January 1, 1999, the EMPLOYER'S contribution toward health, life and dental insurance is the same as that contributed for other City of New Hope employees. (The 2022 monthly family contribution amount is \$1,542.)
- 17.2 Employees not choosing dependent health coverage may be covered at EMPLOYER expense for any additional insurance offered by the EMPLOYER up to the maximum EMPLOYER contribution provided in 17.1. Additional insurances can be purchased by employees at the employee's expense to the extent allowed under the EMPLOYER'S group policies.
- 17.3 Any Employee contribution toward group health, dental and life insurance coverage shall be computed on a pre-tax basis, to the extent allowable by IRS, through the EMPLOYEE'S Flexible Benefits Plan.

ARTICLE XVIII - STANDBY PAY

- 18.1 Employees in the sergeant job classification required by the EMPLOYER to standby when not on duty or attending training, shall be paid for such standby at the rate of one hour's pay for each hour on standby.
- 18.2 When an employee in the sergeant job classification is scheduled for a court appearance or placed on court standby he/she shall be paid a minimum of two hours standby pay unless he/she is canceled for such court or standby by the previous business day. The employee must be available to receive a same day cancellation call.

ARTICLE XIX - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Effective January 1, 2014, the CITY will assume the responsibility for the maintenance of uniforms worn by Police Sergeants and Captains. The CITY will determine the standards of appearance it wishes to uphold and promulgate a cleaning and pressing frequency to complement the established standard.

ARTICLE XX - INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's accrued leave benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's accrued leave account less Worker's Compensation insurance payments.

ARTICLE XXI - SALARY SCHEDULE

The following salary schedule shall be effective January 2, 2023:

2023 (Effective 1/2/2023)						
		Sergeant	Start	1 Year	2 Years	3 Years
Salary	Monthly		105152.33	108943.18	112781.27	116971.99
	Hourly		8762.69	9078.60	9398.44	9747.67
			50.55	52.38	54.22	56.24
		Captain	Start	1 Year	2 Years	3 Years
Salary	Monthly		120399.42	124739.95	129134.55	133932.93
	Hourly		10033.29	10395.00	10761.21	11161.08
			57.88	59.97	62.08	64.39

2024 (Effective 1/1/2024)						
		Sergeant	Start	1 Year	2 Years	3 Years
Salary	Monthly		108306.90	112211.48	116164.70	120481.15
	Hourly		9025.58	9350.96	9680.39	10040.10
			52.07	53.95	55.85	57.92
		Captain	Start	1 Year	2 Years	3 Years
Salary	Monthly		124011.41	128482.14	133008.59	137950.92
	Hourly		10334.28	10706.85	11084.05	11495.91
			59.62	61.77	63.95	66.32

2025 (Effective 1/13/2025)						
		Sergeant	Start	1 Year	2 Years	3 Years
Salary	Monthly		111556.11	115577.82	119649.65	124095.59
	Hourly		9296.34	9631.49	9970.80	10341.30
			53.63	55.57	57.52	59.66
		Captain	Start	1 Year	2 Years	3 Years
Salary	Monthly		127731.75	132336.61	136998.84	142089.44
	Hourly		10644.31	11028.05	11416.57	11840.79
			61.41	63.62	65.86	68.31

- 21.1 Shift Differential: Sergeants that are normally scheduled to work between 7:00 p.m. to 7:00 a.m. will be eligible for shift differential between these hours at the rate of \$0.75/hour. Employees working overtime or taking compensatory time for hours worked will not be eligible for shift differential. Shift differential will not be paid outside of 7:00 p.m. and 7:00 a.m. except for those sergeants that are regularly scheduled to work all of their shift between 7:00 p.m. and 7:00 a.m., and due to schedule change initiated by the city, are working outside of 7:00 p.m. to 7:00 a.m. Shift Differential will not be paid on: leave time taken (e.g. personal, vacation, sick, compensatory time, etc.) or severance pay.

ARTICLE XXII - VACATIONS

- 22.1 Annual Leave: Each probationary and permanent employee shall earn vacation leave with pay at the rate of:
- | | |
|-----------------------|--|
| 0 - 5 years service | 80 hours per year |
| 6 - 10 years service | 120 hours per year |
| Over 10 years service | Eight additional hours per year not to exceed 160 hours. |
| Over 20 years service | Eight additional hours per year not to exceed 200 hours. |
- 22.2 Separation: Regular full-time employees who are separated from service shall be compensated for vacation accrued up to the date of separation at their regular rate of pay, not to exceed payment for 160 hours to full-time employees.
- 22.3 Vacation Year: The vacation year for each employee shall begin on the date of employment with the City. Time on lay-off, suspension, or leave without pay shall not be counted in determining the date of completion of a full month's service.
- 22.4 Accumulation: Ordinarily, vacation leave must be taken within one (1) year of the time the vacation has been earned. Vacation may be accumulated to a maximum of 200 hours. All hours in excess of 160, maximum 40, must be used by April 30 of the following year, or they will be lost.

ARTICLE XXIII - HOLIDAYS

- 23.1 Employees will receive or be given credit in the work schedule for ninety six (96) holiday hours per year. In the event the employee terminates employment with the city before December 31, the employee must reimburse the city for any holiday time used before the actual holiday(s) occur.
- 23.2 Holiday Pay: Employees in the sergeant job classification shall be paid one and one-half (1-1/2) times their base rate of pay for working the following holiday hours:

Martin Luther King Day - From 0700 on Martin Luther King Day to 0700 the following day.

President's Day - From 0700, third Monday in February to 0700 the following day.

Memorial Day - From 0700, fourth Monday in May to 0700 the following day.

Independence Day - From 0700, July 4th to 0700, July 5th.

Labor Day - From 0700, first Monday in September, to 0700 the following day.

Veterans Day - From 0700 on Veterans' Day to 0700 the following day.

Thanksgiving - From 0700 on Thanksgiving Day to 0700 the following Saturday.

Christmas - From 1500 December 24th to 0000 December 26th.

New Year's - From 2300 December 31st to 2300 January 1st.

ARTICLE XXIV - SICK LEAVE

Sick leave with pay shall be credited to all probationary and regular employees at the rate of eight (8) hours for each full month of service and shall be accumulated to a maximum of 960 hours.

ARTICLE XXV - SEVERANCE

Any employee terminating employment with the City and leaving in "good standing" will be paid one-third (1/3) of the accumulated sick leave at straight time rate, but not to exceed more than three hundred and twenty (320) hours of accumulated sick leave.

ARTICLE XXVI - PERSONAL LEAVE

- 26.1 All employees may make an irrevocable election to participate in the Personal Leave Plan in accordance with the City's Personnel Rules and Regulations.
- 26.2 Employees who participate in the Personal Leave Plan are not eligible for Article XXII - Vacations, Article XXIV – Sick Leave, nor Article XXV - Severance.
- 26.3 Employees who participate in the Personal Leave Plan are eligible for the short-term disability benefit that is provided by the City.
- 26.4 Employees who were hired prior to November 1, 2009 and participate in the Personal Leave Plan and do not utilize the City's full insurance contribution by purchasing optional insurances, may elect to contribute the unused amount to a deferred compensation account.

ARTICLE XXVII - EDUCATIONAL ASSISTANCE

- 27.1 Approval will be based upon the following criteria:
 - Courses that are job-related and will enhance the employee's value to the City.
 - Courses at an accredited institution that lead to a degree, a professional registration, or qualifying as continuing adult education.
 - Other educational assistance entitlement, such as Veteran's benefits, are first exhausted.
 - Funds are available in the City's approved annual budget.
 - Application is made prior to enrollment.
- 27.2 The employee must submit an Educational Assistance Program application, providing specific information regarding the course title, the institution, and the costs. Although courses at private institutions may be approved, reimbursement will be based upon per credit hour costs of comparable courses offered at a public institution. The application must be approved, prior to enrollment, by the employee's department head and the City Manager.
- 27.3 Upon enrollment in an approved course, the employee is eligible for initial reimbursement of the approved costs incurred for tuition, fee, and textbooks. Initial reimbursement is 50%. To request reimbursement, the employee must furnish his/her department head with copies of proof of payments, such as receipts or cancelled checks.
- 27.4 Upon satisfactory completion of an approved course, the employee is eligible for final reimbursement of the approved costs for tuition, fees, and textbooks. Final reimbursement is 25%. To request reimbursement, the employee must furnish his/her department head with proof of satisfactory completion.

ARTICLE XXVIII - FALSE ARREST INSURANCE

The EMPLOYER shall provide and pay for False Arrest Insurance for the City of New Hope Police Officers as now provided.

ARTICLE XXIX - MILITARY LEAVE

Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay not to exceed fifteen (15) working days in one (1) year in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All requests for military leave shall be submitted to the Director of Police immediately upon receipt of orders, but in no case shall more than four (4) weeks notice be required.

ARTICLE XXX - P.O.S.T. LICENSE FEES

Effective January 1, 1999, the City will reimburse employees for the cost of their P.O.S.T. license renewal fees.

ARTICLE XXXI - WAIVER

31.1 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.

31.2 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 L.E.L.S. 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 contract was negotiated or executed.

ARTICLE XXXII - DURATION

This AGREEMENT shall be effective as of January 1, 2023, except as herein noted, and shall remain in full force and effect until the 31st of December 2025.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 25th day of July 2022.

FOR THE CITY OF NEW HOPE

FOR LAW ENFORCEMENT LABOR SERVICES, INC.





**MEMORANDUM OF AGREEMENT
BETWEEN
L.E.L.S. LOCAL #273
AND
CITY OF NEW HOPE**


The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with the changes that have been made to the city contribution towards health, dental and life insurance for 2023, 2024, and 2025.

The following changes have been made in the manner in which the city contribution towards health insurance is being made, as well as the maximum amount an employee who is on personal leave can receive if they choose to waive health insurance benefits.

- A. To maintain compliance with HealthPartners underwriting guidelines, the maximum amount the city is allowed to provide employees who waive health coverage is \$753/month in 2022.
- B. Employees hired after November 1, 2009 will not be eligible to receive any monetary incentive if they choose to waive health insurance coverage.
- C. Employees hired after November 1, 2010 who select single medical insurance coverage will not be eligible to receive any monies remaining from the city contribution after the purchase of health, dental and life insurance unless the employee selects a high-deductible health plan, and then, up to one-half of the high deductible plan's deductible is deposited into the employee's health savings account from said overage.


For example, in 2022, the City's contribution is \$1,016 and the cost of the \$4000 high deductible plan, single dental and life is approximately \$526.92 leaving an overage of \$489.08 per month. If the \$4000 high deductible plan was selected, a maximum of \$83.33/pay period would be deposited into the employee's health savings account totaling \$2000 in a calendar year.

This Memorandum of agreement will expire December 31, 2025.



Adam Burnside, Local 273
08/03/2022

Date



Tim Hoyt, Acting City Manager/Police Chief
08/02/2022

Date