



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Dan Wietecha, City Administrator**  
**Date: December 4, 2023**  
**Item: 2024-2026 LELS Local No. 462 Union Contract**

**Council Action Requested:**

Approve the 2024-2026 union contract for Law Enforcement Labor Services, Inc. Local No. 462 (Sergeants).

**Background Information:**

It is recommended that the Council approve the 2024-2026 collective bargaining agreement for the LELS Local No. 462 union. The contract term is for January 1, 2024 – December 31, 2026.

Proposed changes include:

- 4.0% cost of living adjustment on January 1, 2024 and January 1, 2025; 3.5% on January 1, 2026.
- Increase longevity rates.
- Increase uniform allowance in 2026.
- Update sick leave language to comply with state law provisions.

All other provisions of the contract will remain unchanged.

**Financial Impact:**

Wage adjustments and longevity are included in the 2024 budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

Law Enforcement Labor Services, Inc. Local No. 462 Collective Bargaining Agreement

LABOR AGREEMENT

BETWEEN

CITY OF HASTINGS

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 462

SERGEANTS

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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**LABOR AGREEMENT BETWEEN THE CITY OF HASTINGS  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC  
LOCAL NO. 462 POLICE SERGEANTS**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2024 between the City of Hastings, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. Union, Local No. 462, 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.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179.71, Subdivision 3, for all police personnel in the following job classification:

***POLICE SERGEANT***

- 2.2 In the event the Employer and the Union are unable to agree to the inclusion 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 **UNION:** The Law Enforcement Labor Services, Inc., Union Local No. 462.
- 3.2 **UNION MEMBER:** A member of the Law Enforcement Labor Services, Inc. Union, Local No.462.
- 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. Union, Local No. 462.
- 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, briefcases 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.

#### **ARTICLE IV. 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 their 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 their work assignment without permission, or who abstains wholly or in part from the full performance of his 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.

#### **ARTICLE V. 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.

**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 dues, or a “fair share” deduction, as provided in Minnesota State Statute 179.65, Subdivision 2, 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 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 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 (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 with (10) calendar days shall be considered waived.

**Step 4.** A grievance not resolved in Step 3 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 Public Employment Relations Board.

#### 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.

**ARTICLE VIII. 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.

**ARTICLE IX. 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 their 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 layoff before any new employee is hired.
- 9.4 Senior employees shall be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.6 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).

**ARTICLE X. 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 their own individual personnel files at reasonable times under the direct supervision of the Employer.



- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 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.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

#### **ARTICLE XI. CONSTITUTIONAL PROTECTION**

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

#### **ARTICLE XII. 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. Scheduled 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.

#### **ARTICLE XIII. OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1½) 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 Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.4 Department training or meetings scheduled for four (4) hours or less will be compensated at the overtime rate. If an employee desires to participate in a training course for which s/he is not assigned, the officer may do so only with prior approval and shall be compensated on a straight time basis for the time actually spent in the course.
- 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 his 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 his designee. Once an employee elects time worked to be credited at 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.

- 13.7 Effective July 1, 2004, when an employee works overtime on Christmas Day, New Year's Day, 4th of July, or Thanksgiving, the employee shall receive double time the rate of pay.

#### **ARTICLE XIV. 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) hours minimum. If court is canceled less than 24 hours before the scheduled time, the employee will receive three (3) hours' of pay at straight time pay.

#### **ARTICLE XV. CALL BACK TIME**

An employee who is called to duty 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 duty does not qualify the employee for the three (3) hours minimum.

#### **ARTICLE XVI. 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.

#### **ARTICLE XVII. VACATION**

- 17.1 Vacation shall be accumulated on the following basis:

<u>Years of Service</u>	<u>Vacation Hours</u>
0-1	48
2	96
3	104
4	112
5	120
6	128
7	128
8	136
9	136
10	144
11	144
12	152
13	160
14	168
15	176

20

200

- 17.2 All vacation pay shall be accrued, and in the event an employee's employment is terminated for any reason, the employee shall receive, upon their termination the vacation pay which they have coming to them at that time on a pro-rata basis. No more than four consecutive weeks of vacation can be taken at one time. 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 |

#### ARTICLE XVIII. 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 may be used for mental or physical illness, injury or other health condition, or the treatment, diagnosis, care or preventative care, of the employee or family member as defined in Minn. Stat. § 181.9445. Sick leave may also be used due to the domestic abuse, sexual assault or stalking of the employee or family member. Employees may use sick leave due to communicable disease or public emergency as set forth by statute. The Employer may require verification of the use of sick leave when an employee has been absent for three consecutive days. Verification shall be consistent with the requirements of state law.
- 18.2 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.
- 18.3 **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.
- 18.4 **Jury Duty:** Employees' subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and other benefits for their employment less the amount received by them as jurors or witness fees.
- 18.5 **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 official Union business.
- 18.6 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, they will receive fifty percent (50%) of unused sick leave and prolonged illness sick leave, based on their current hourly rate, as severance pay of the first 160 days of accumulated sick leave.
- 18.7 All employees whose work week is other than regularly scheduled Monday through Friday, shall

receive a credit for 132 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 5.08 hours of holiday benefit for each pay period or major fraction that the individual works during the contract year. For the ten (11) holidays that follow, if worked, employees shall be compensated at 1½ times their wage rate:

New Year's Day	July 4th
Martin Luther King, Jr. Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Friday after Thanksgiving
	Christmas Day

#### **ARTICLE XIX. UNIFORM ALLOWANCE**

- 19.1 Commencing January 1, 2006, clothing and equipment allowance for a new employee will be set at \$1,000 for the first calendar year. 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.
- 19.2 The Uniform Allowance shall be as follows:
- For the years 2024-2025, the annual clothing and equipment allowance shall be Eight Hundred Dollars (\$800.00); for 2026, the annual clothing and equipment allowance shall be Nine Hundred and Fifty Dollars (\$950.00) and will continue the practice of replacing clothing damaged in the line of duty.
- 19.3 Any equipment purchased within two (2) years of an employee's date of termination of employment with the City of Hastings shall be returned to the employer.
- 19.4 Clothing and equipment purchases shall be subject to approval by the Police Chief.

#### **ARTICLE XX. INSURANCE**

##### **HEALTH:**

- 20.1 The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee. Eligible employees may not waive single coverage.
- 20.2 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 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

##### **RETIREMENT HEALTH INSURANCE:**

- 20.3 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 01, 1993, who are retiring, may remain in 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:**

20.4 All regular employees will also 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:**

20.5 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).

**ARTICLE XXI. INJURED ON DUTY**

- 21.1 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.
- 21.2 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 normal rate of pay.
- 21.3 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.
- 21.4 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.

**ARTICLE XXII. WAGES**

22.1 Wages shall be adjusted as follows:

<i>Classification-Sergeant</i>	January 1, 2024	January 1, 2025	January 1, 2026
	4.0% COLA	3.5% COLA	3.5% COLA
<b>Base Pay Rate</b>	\$57.71/hour (\$10,003.07/month)	\$59.73/hour (\$10,353.20/month)	\$61.82 (\$10,715.47/month)

Retro pay is only paid to current City employees.

22.2 Supervisors assigned to investigations shall be compensated at a rate of \$150.00 per month above the classification base pay rate.

**22.3 Longevity:**

The longevity schedule shall be as follows:

- 5 years of continuous employment: 2% of salary per month;
- 10 years of continuous employment: 3% of salary per month;
- 15 years of continuous employment: 4% of salary per month
- 20 years of continuous employment: 4% of salary per month

**22.4 Shift Differential:**

- a. Any employee that works during the hours of 6:00 p.m. and 6:00 a.m. will receive payment of an additional \$0.85 per hour for each hour worked. (Effective January 1, 2022)
- b. Any employee that works during the hours of 6:00 p.m. and 6:00 a.m. will receive payment of an additional \$1.00 per hour for each hour worked. (Effective January 1, 2023)

**22.5 Instructor Pay:**

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

**ARTICLE XXII. FIELD TRAINING OFFICER (FTO)**

While in the position of Field Training Officer (FTO) the employee will accrue per shift seventy-five cents (.75¢) per hour or have the choice of getting three (3) hours compensatory time.

**ARTICLE XXIV. WAIVER**

- 24.1 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.
- 24.2 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.

**ARTICLE XXV. DURATION**

This Agreement shall be effective as of the first day of January, 2024 and shall remain in full force and effect until the thirty-first day of December, 2026.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS \_\_ DAY OF \_\_\_\_\_, 2023.

**CITY OF HASTINGS**

**LAW ENFORCEMENT LABOR SERVICES, INC. UNION, LOCAL NO. 462**

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

\_\_\_\_\_  
Kevin McGrath, Business Agent

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

\_\_\_\_\_  
Ryan Kline, Union Steward

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

\_\_\_\_\_  
Matt Hedrick, Union Steward



**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between City of Hastings (Employer) and the Law Enforcement Labor Services Inc., Union, Local No. 462 Sergeants Bargaining Unit) (Union), as it pertains to the Labor Agreement between the Employer and the Union effective January 1, 2024 until December 31, 2026.

**WHEREAS**, the City of Hastings (hereinafter “City”) and Law Enforcement Labor Services Inc., Union, Local No.4620 (hereinafter “Local4620) representing the Police Sergeants, hereby agree to the following:

Upon honorable separation from employment one hundred percent (100%) of employee’s sick leave severance pay will be applied to MN State Retirement System (MSRS) Post-Retirement Health Care Savings Account.

**CITY OF HASTINGS**

**LAW ENFORCEMENT LABOR SERVICES INC. UNION, LOCAL NO. 462**

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

\_\_\_\_\_  
Kevin McGrath Business Agent

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Dan Wietecha, City Administrator

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Ryan Kline, Union Steward

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Kelly Murtaugh, City Clerk

\_\_\_\_\_  
Matt Hedrick, 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 No. 462 (“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 2024-2026 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

Approved by the Hastings City Council:

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Mary D. Fasbender, Mayor

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Dan Wietecha, City Administrator

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Kelly Murtaugh, City Clerk

LAW ENFORCEMENT LABOR  
SERVICES, INC., LOCAL NO. 462

Approved by LELS Membership:

*Kevin McGrath*

Kevin McGrath, Business Agent

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Ryan Kline, Union Steward

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Matt Hedrick, 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 No. 462 (hereinafter, "Union"), on behalf of the Police Sergeants bargaining unit.

**Whereas**, the City and Union are parties to a 2024-2026 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 to 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

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 462

Approved by the Hastings City Council:

Approved by LELS Membership:

*Kevin McGrath*

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Mary D. Fasbender, Mayor

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Kevin McGrath, Business Agent

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Dan Wietecha, City Administrator

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Ryan Kline, Union Steward

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Kelly Murtaugh, City Clerk

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Matt Hedrick, Union Steward