



Police Department – Brian O’Hara, Chief of Police

350 S. Fifth St. - Room 130

Minneapolis, MN 55415

TEL 612.673.3559

www.minneapolismn.gov

TO: Julie Hagen, Badge #1019
CC: Office of Police Conduct Review
DATE: May 3, 2023
RE: Administrative Investigation Case #21-00072

CHIEF’S DECISION: Suspension Duration: 13.43 Suspension without Pay

This memo summarizes my approach and reasoning for my decision as Chief of Police that the listed policy violation by Sergeant Hagen is sustained. The memo accompanies the enclosed Notice of Discipline and Suspension Form.

Summary of the Basis for Decision:

Allegation #1: MPD P&P 5-102 MN Law Enforcement Code of Ethics

- On January 3, 2021, Sgt. Julie Hagen was off-duty, had been consuming alcohol
- Sgt. Hagen alleges that she received a call from her 11-year-old son who saw unknown individuals in the backyard and he could not find the baby-sitter.
 - Sgt. Hagen decided to drive home to check on the situation
- Sgt. Hagen experienced problems with the vehicle that required a tow
- While waiting for the tow, Sgt. Hagen encountered police officers from Blaine PD who noticed alcohol on her breath
- Sgt. Hagen was administered a PBD which gave a reading of .014. Sgt. Hagen was arrested for “Traffic – DUI – Fourth Degree (Misdemeanor)
- Sgt. Hagen contacted Internal Affairs on January 4, 2021 to notify them of her arrest as required by policy
- Sgt. Hagen pled guilty to DWI, a misdemeanor. She was sentenced to probation for a period of 1-year
- On 8/15/2022, Sgt. Hagen was discharged from Probation (probation period ended)
- The Police Conduct Review Panel (PCRP) reviewed the case and gave a unanimous recommendation of “**Merit**”
- I agree with the PCRP that there is Merit to the allegation that Sgt. Hagen violated the MN Law Enforcement Code of Ethics, and the allegation is **Sustained**

The facts noted in the case investigation support the conclusion that Sgt. Hagen violated Minneapolis Police Department Policy 5-102.01 MN Law Enforcement Code of Ethics. I concur with the recommendation from the Police Conduct Review Panel that there is Merit to this allegation and the allegation is **Sustained**.

As Chief of Police, I am responsible for providing clear expectations about behavior and conduct in all situations, not just when it is convenient. These expectations extend from myself to the command staff and all levels of the Minneapolis Police Department. My predecessors have also borne responsibility for setting expectations, and it is incumbent on every Chief to hold officers accountable for breaches of those expectations. Legitimacy and reputation are of critical importance to police officers. Officers carry a badge and gun and are called upon to make some of the hardest decisions possible. It takes countless actions to

build a reservoir of trust, and only one action to completely drain. We cannot afford to lose legitimacy with the people we serve.

I hold officers of the Minneapolis Police Department to a high standard. I expect them to live up to our oath of office, our professional code of ethics and our departments core values of trust, accountability and professional service. Furthermore, I expect them to demonstrate procedural justice in their work. With this conduct, Sergeant Hagen failed to meet our standards when she decided to drive while intoxicated, endangering both herself and the public, violating the MN Law Enforcement Code of Ethics during this incident. The violation in this matter undermines public trust.

As Chief of Police with authority to discipline for violations of policy under Minn. Stat 626.89 Subd. 17, I am issuing a **13.43** Suspension Without Pay to Sgt. Hagen for the violation of MPD P&P 5-102.01 MN Law Enforcement Code of Ethics.

Brian O'Hara
Chief of Police

DocuSigned by:


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Enclosure: Discipline Form

CC: OPCR Case File

Inspector McGinty

**IN RE:
THE MATTER OF**

POLICE OFFICERS FEDERATION OF
MINNEAPOLIS,
(Julie Hagen, Grievant)

and

CITY OF MINNEAPOLIS,

Employer.

SETTLEMENT AGREEMENT
(Union Grievance 23-04)

This Settlement Agreement (“Agreement”) is made and entered into by and between the City of Minneapolis (“City”), the Police Officers’ Federation of Minneapolis (“Federation”) and Sergeant Julie Hagen, Badge No. 1019 (“Grievant”).

- A. The City of Minneapolis (“City”) and the Police Officers Federation of Minneapolis (“Federation”), parties to a collective bargaining agreement under which the above-entitled grievance was filed, hereby enter into the following agreement that governs the relationship between them.
- B. The Grievant is employed by the City in its Police Department (MPD).
- C. The Federation is the Grievant’s sole and exclusive bargaining representative.
- D. On or about 05/05/2023 Grievant was disciplined for violation of MPD policy 5.102.01 MN Law Enforcement Code of Ethics a 40-hour suspension.
- E. Grievant served a 40-hour suspension.
- F. The Federation grieved the suspension, Grievance 23-04, citing violation of 12.01 of the labor agreement.
- G. The Chief of Police has the full authority of the City Council to resolve the grievance.

H. The Federation and the City wish to resolve this matter amicably and without resort to arbitration.

NOW THEREFORE, the parties agree as follows:

1. The Federation will withdraw Grievance # 23-04 subject to conditions listed in paragraphs 2-5.

2. The City will amend the discipline to reflect a 30 suspension for violation of MPD Policy 5.102.01 MN Law Enforcement Code of Ethics.

3. The City shall also reimburse the grievant for 10 hours of pay and all benefits that would have accrued during the suspension.

4. The Federation, as an entity and on behalf of its members individually, agrees that this Settlement Agreement shall not be used in any arbitration or proceeding, except to enforce the terms of this Settlement Agreement. The Federation, its bargaining unit members and the grievant are bound by this agreement as if they had entered it individually.

5. The City and the Federation agree that this Agreement is without prejudice or precedent to any future matter involving any City employee, other than the Grievant; and that this Agreement shall be of no value as evidence, and shall not be submitted or received as evidence, in any arbitration, hearing, trial, appeal or other proceeding involving any City employee, other than the Grievant.

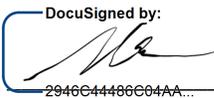
FOR THE FEDERATION:


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Sherral Schmidt, President

Date: 6/6/2023

FOR THE CITY OF MINNEAPOLIS:


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Brian O'Hara Chief of Police

Date: 6/6/2023