
CITY OF MINNEAPOLIS

And

**POLICE OFFICERS FEDERATION
OF MINNEAPOLIS**

LETTER OF AGREEMENT
INCENTIVE PROGRAM AND BID ASSIGNMENTS, TRANSFERS, AND SCHEDULE
CHANGES

WHEREAS, the City of Minneapolis (“Employer”) and the Police Officers Federation of Minneapolis (“Federation”) (collectively “the Parties”) are parties to an expired Collective Bargaining Agreement (“Labor Agreement”) that is continuing in effect; and

WHEREAS, the Parties are presently negotiating a successor collective bargaining agreement; and

WHEREAS, the Parties agree that employees in the positions represented by the Federation are integral to the City’s ability to meet its commitment to public safety; and

WHEREAS, the Parties agree that the ability to retain employees is valuable to providing successful services to the residents and businesses of the City of Minneapolis; and

WHEREAS, the Employer has experienced a significant decrease in peace officer staffing levels since May of 2020; and

WHEREAS, the Employer has simultaneously experienced a decrease in qualified new hire applications from May 2020 to August 2023; and

WHEREAS, the staffing shortage has placed and will continue to place a significant burden on Police Officers; and

WHEREAS, under the Minneapolis City Charter, the Employer has a legal duty to employ .0017 sworn peace officers per Minneapolis resident, as confirmed by the Minnesota Supreme Court in the *Spann v. Minneapolis City Council, et al.* lawsuit; and

WHEREAS, the Employer wishes to meet public safety service delivery level goals and allocate its current staffing resources in a manner that most effectively serves the City of Minneapolis; and

WHEREAS, the Parties desire to incentivize current Police Officers to continue serving as Police Officers with the Employer during this staffing shortage and while a new collective bargaining agreement is being negotiated; and

WHEREAS, the Parties wish to continue providing assistance to criminal investigations while also preserving the rights of the bargaining unit and meet their requirements under Minnesota Statutes Chapter 179A, Public Employment Labor Relations Act (“PELRA”).

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

1. Retention Incentives

- a. The Employer will pay ~~a~~ Retention Incentives totaling ~~of~~ \$18,000 to eligible employees who are and remain employed by the Employer as a sworn peace officer from the beginning through the end of the Retention Periods described below and who work an average of at least 35 hours per week during each respective Retention Period. ~~The Each~~ Retention Incentive shall be ~~is~~ earned and paid ~~in installments~~, as set forth in Paragraph 1.e. below.
- b. “Eligible employees” means employees who, as of the Effective Date, serve in the job titles of Police Officer, Sergeant, or Lieutenant, and who are permanent employees, as defined by Civil Service Rule 18. Temporary, permit, and detailed employees are not eligible for the Retention Incentive. Probationary employees employed as of the Effective Date may become eligible, provided they successfully complete the probationary period.
- c. The First “Retention Period” means the six (6) month period ~~from following~~ the Effective Date. The Second Retention Period means the twelve (12) month period following the end of the First Retention Period. The Third Retention Period means the twelve (12) month period following the end of the Second Retention Period. For probationary employees who become eligible pursuant to paragraph 1.b, the First Retention Period means the period from the Effective Date through the date of successful completion of the probationary period as a Police Officer.
- d. “Effective Date” means the date City Council and Mayoral approval of this Letter of Agreement is published in the Journal of Proceedings.
- e. The Retention Incentive shall be earned and paid as follows:
 - i. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the First Retention Period shall be paid the amount of \$8,000 no later than the second payroll period following the expiration of the First Retention Period.
 - ii. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the Second Retention Period shall be paid the amount of \$5,000 no later than the second payroll period following the expiration of the Second Retention Period.
 - iii. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the Third Retention Period shall be paid the amount of \$5,000 no later than the second payroll period following the expiration of the Third Retention Period. Payments shall be subject to applicable withholdings and deductions.

Eligible employees are considered to have earned each ~~installment payment~~retention incentive by working an average of at least 35 hours per week for the period corresponding to the payment.

- f. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 1.a. and 1.e. shall be calculated using only those hours actually worked for the Employer in the position of Police Officer, Sergeant, or Lieutenant, and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
- g. The Retention Incentive is not an entitlement. Employees who separate from employment prior to earning an applicable ~~installment~~ payment, regardless of reason for separation, will not earn or be paid the applicable ~~installment~~-payment(s) or any ~~installment~~-payment(s) thereafter.
- h. Nothing herein constitutes nor shall be construed as a guarantee of continuing employment for any employee.

2. New Hire Incentive

- a. The Employer will pay a Hiring Incentive of \$15,000 to Eligible Individuals who work an average of at least 35 hours per week. The Hiring Incentive is earned and paid in installments, as set forth in Paragraph 2.c. below.
- b. "Eligible Individuals" means individuals who are hired into the job title of Police Officer after the Effective Date, as defined in Paragraph 1.d., and who become permanent employees, as defined by Civil Service Rule 18, within thirty-six (36) months of the Effective Date, before the end of the Retention Period, as defined in Paragraph 1.e. above. Temporary, permit, and detailed employees are not eligible for the Hiring Incentive.
- c. The Hiring Incentive shall be earned and paid ~~in three installments as follows:~~
 - i. The first installment shall be in the amount of \$5,000, less applicable withholdings and deductions, ~~and~~ shall be earned upon the individual's successful completion of the probationary period as a Police Officer, and shall be paid no later than the second payroll period after it is earned. one full year following the individual's successful completion of the probationary period.
 - ii. The second installment shall be in the amount of \$5,000, less applicable withholdings and deductions, ~~and~~ shall be earned one full year following the individual's successful completion of the probationary and period and shall be paid no later than the second payroll period after it is earned. two full years following the individual's successful completion of the

~~probationary period.~~

- iii. The third and final installment shall be in the amount of \$5,000, less applicable withholdings and deductions, ~~and shall be earned~~ two full years following the individual's successful completion of the probationary ~~and period and shall be paid no later than the second payroll period after it is earned.~~ two full years following the individual's successful completion of the probationary period.

Eligible Individuals are considered to have earned each installment payment by working an average of at least 35 hours per week for the period corresponding to the payment.

- d. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 2.a. and 2.c. shall be calculated using only those hours actually worked for the Employer and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
- e. The Hiring Incentive is not an entitlement. Individuals who separate from employment prior to earning an applicable installment payment, regardless of reason for separation, will not earn or be paid the applicable installment payment(s) or any installment payment(s) thereafter.
- f. Individuals eligible for the Hiring Incentive are not eligible for or entitled to any other hiring or retention incentive during the Retention Period.

3. BID ASSIGNMENTS, TRANSFERS AND SCHEDULE CHANGES

a. Notwithstanding any contrary provision in Article 17 ("Hours and Scheduling of Work") or Article 18 ("Work Schedules") of the Labor Agreement, until the MPD reaches the minimum staffing ratios required by the Minneapolis City Charter, the Chief or the Chief's designee shall have the authority to unilaterally assign or transfer any Police Officer to any precinct, watch, starting time of the work shift, and/or supervising Sergeant or Lieutenant, and shall also have the authority to unilaterally change employees' work schedules, including working days and their scheduled days off within a 28-day work schedule ("designated schedule"), when the Chief or the Chief's designee, in their sole discretion, determines that the assignment, transfer, or designated schedule change is necessary to:

- Cover staffing minimums at a particular precinct on a particular shift;
- Respond to unique or special circumstances in the interest of public safety;
- Cover certain position shortages; or
- Satisfy other legitimate needs of the Department.

- b. The Chief or the Chief's designee will not exercise this authority in an arbitrary, capricious, or discriminatory manner. Notwithstanding any provision regarding grievance of transfers in Article 17.04, assignments, transfers, and designated schedule changes under this Letter of Agreement cannot be grieved. The City will continue to pay shift differentials and other premiums as prescribed in the Labor Agreement.
 - c. Additionally, notwithstanding the provisions of Section 17.02, subd. 4, for the duration of this Letter of Agreement, the Department has the discretion to post vacant bid positions at any time and to set any deadline for employees to submit a request to fill the vacancy, so long as the deadline is no fewer than ten (10) days after the posting.
 - d. Once the MPD reaches the staffing ratios required under the Minneapolis City Charter, PART 3 of this Letter of Agreement will automatically expire.
- 4. The Retention and Hiring Incentives are not a substitute for base wage increases and do not impact the rights of either party under PELRA to meet and negotiate over wages or any other terms and condition of employment. Neither the terms nor the existence of this Letter of Agreement as it pertains to the Retention and Hiring Incentives shall be admissible in any interest arbitration for the purpose of arguing unavailability of funds for base wage increases.
 - 5. The terms of this Letter of Agreement shall not be construed to establish any precedent between the Parties
 - 6. The terms of this Letter of Agreement shall not be construed to place any limits on the rights of either party under PELRA, except expressly modified herein.
 - 7. The Parties agree that this Letter of Agreement constitutes the entire agreement between the Parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein. All other terms and conditions of the Labor Agreement will remain in effect unless and until the Labor Agreement is replaced by one or more successor agreements.
 - 8. This Letter of Agreement is expressly conditioned on approval by the Minneapolis City Council and Mayor of Minneapolis.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

