CITY OF MINNEAPOLIS And POLICE OFFICERS FEDERATION OF MINNEAPOLIS

## LETTER OF AGREEMENT BID ASSIGNMENTS, TRANSFERS, AND SCHEDULE CHANGES

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.

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.

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.

Once the MPD reaches the staffing ratios required under the Minneapolis City Charter, this Letter of Agreement will automatically expire.

This Letter of Agreement shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceedings, except in a proceeding arising from claims brought under this Letter of Agreement. The parties shall not ever assert or claim that this Letter of Agreement is precedent in any current

or future personnel action or administrative procedure or litigation of any kind.

The terms of this Letter of Agreement shall not be construed to place any limits on management rights so long as such rights are not in conflict with a stated term of this Letter of Agreement.

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 force.

**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:	
Rasheda Deloney Director, HR Labor Relations	Date	Sherral Schmidt President	Date
		James P. Michels Attorney	Date