
CITY OF MINNEAPOLIS

And

**POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LETTER OF AGREEMENT

Impacts of City COVID-19 Vaccination and Testing Alternative Policy

WHEREAS, the City of Minneapolis ("Employer") and the Police Officers' Federation of Minneapolis ("Federation") (collectively "Parties") are parties to a Collective Bargaining Agreement ("Labor Agreement") that is currently in effect;

WHEREAS, the Employer adopted a policy titled COVID-19 Vaccination and Testing Alternative Policy ("Policy") designed to protect, to the extent reasonably possible, City employees covered by the Policy ("Covered Persons") and the public from the direct threat resulting from the spread of COVID-19. The complete Policy may be found on the Employer's website;

WHEREAS, the Policy requires all Covered Persons to either be fully vaccinated against or be regularly tested for COVID-19; and

WHEREAS, following several discussions regarding the impact of the Policy on job classifications represented by the Federation ("Employees" herein), the Parties wish to memorialize in writing their mutual agreement regarding certain circumstances arising from the Policy.

NOW, THEREFORE BE IT RESOLVED, that the Parties agree:

- 1) **No Challenge to Authority to Impose Policy.** Based on the consideration provided herein, including but not limited to the Employer's willingness to generally utilize a leave of absence rather than discipline employees for non-compliance with policies, the Federation agrees that it will not initiate a legal challenge in any forum to the Employer's authority to impose the Policy.
- 2) **Opportunity for Testing.** The Employer will provide Employees with access to testing at no cost of the test to the employee. Time spent by an employee in submitting to an Employer supplied test at times directed by the Employer shall be considered "compensable hours of work."
- 3) **Consequences for Non-Compliance:** An employee shall be considered non-compliant with the Policy if:
 - a. They choose not to provide proof of full vaccination status (meeting the CDC guidelines for full vaccination against COVID-19 in effect as of the date of this Agreement); and
 - b. Either
 - i. Refuse to submit to scheduled testing, as required under the Policy; or
 - ii. Refuse to provide test results, as required under the Policy.

An Employee shall not be deemed as "non-compliant" because they missed a scheduled test as a result of being on a pre-approved absence or their supervisor determining that they could not be released from their duties to attend a scheduled test. In such circumstances, an Employee shall be

provided the opportunity to test at a different day/time during the week of the missed test and may be considered “non-compliant” if the Employee fails to submit to the “make-up” test. However, an Employee shall not be required to submit to a “make-up” test during any week they are on a pre-approved absence for the whole week.

In lieu of discipline for non-compliance, employees found to be non-compliant shall be deemed to have requested and been granted an unpaid leave of absence as defined in Civil Service Rule 14.04 item E. Such leave will be consistent with applicable Civil Service Rules and the Labor Agreement. No provisions in the Labor Agreement regarding change of schedule or change of shift shall apply when the non-compliant Employee is on Rule 14.04 E leave of absence. The Federation agrees that it will not encourage or advise Employees to not comply with the policy in any way.

4) Method to determine non-compliance:

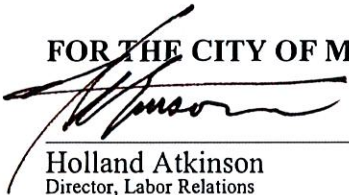
- A. The Employer will maintain adequate records of whether each Employee has provided proof of being fully vaccinated and, if not, the Employee’s compliance with testing requirements. Where such records show that an Employee is not in compliance with the Policy, the Employee will be suspected to be non-compliant. The Employee will be removed from the workplace, subject to the limitation below, and will be placed on unpaid COVID Policy Investigation Leave for two scheduled work shifts to provide the Employee the opportunity to prove that the Employee complied with or is attempting to comply with the Employer’s Policy. In such circumstances, the Employee will have the responsibility to ensure such evidence of compliance is provided to the Employee’s immediate supervisor. The Employer will evaluate the evidence offered by the Employer and the Employee before making a final determination as to compliance. If, after two days of COVID Policy Investigation Leave the employee is unable or unwilling to provide sufficient evidence to show that the Employee was compliant with the Policy, the Employee will be determined to be non-compliant, and the two days of COVID Policy Investigation Leave shall remain unpaid.
- B. If it is established that the Employer’s records were erroneous and the Employee took appropriate actions to be in compliance, the Employee shall be entitled to paid Administrative Leave for the same period.
- C. When it has been found that an Employee was not in compliance with the policy at the start of the COVID Policy Investigation Leave, the COVID Policy Investigation Leave shall be unpaid. However, once per calendar quarter, an Employee who is not in compliance at the start of the COVID Policy Investigation Leave, but who comes into compliance in the two-day period, may utilize that Employee’s accrued vacation or compensatory time for those two days. No time sheet will be approved for use of sick leave for periods of non-compliance with the Policy.
- D. Upon making a determination, the Employer will promptly communicate its decision to the Employee.
- E. Neither the dispute resolution process in the Labor Agreement nor the appeal procedures under the Civil Service Rules shall be used by either the Employee or the Federation to challenge the Employer’s placement of a non-compliant Employee on an unpaid leave of absence. However, the Federation may utilize the dispute resolution process in the Labor Agreement for the sole purpose of resolving factual disputes over whether an employee complied with the Policy.


F. This Letter of Agreement relates only to whether an Employee complied with the Policy. This Agreement does not address the consequences arising from the results or accuracy of any test.

- 5) **Method to gain compliance after a Leave of Absence:** An Employee who provides evidence that they have either submitted to weekly testing or become fully vaccinated shall be deemed to have come into compliance with the Policy after any period of non-compliance. Such Employee shall be allowed to return to work as soon as practical, subject to applicable return to work protocols as established by City policies, Civil Service Rules, and the Labor Agreement.
- 6) **Repeated failure to comply:** Should management determine that an Employee is engaging in a pattern of non-compliance under the Policy, or is violating other safety rules or policies relating to COVID-19, the Employer may pursue the matter through the normal disciplinary process.
- 7) This Letter of Agreement and any leave of absence granted here under shall expire automatically upon the Employer's termination of the Policy; except that the return-to-work provisions set forth above shall survive the expiration of this Agreement.
- 8) This Letter of Agreement is based on the Policy, related procedures, and reliable, legitimate scientific knowledge and public health guidance as they exist as of execution. The Parties acknowledge and agree that developments in applicable law or reliable, legitimate scientific knowledge and public health guidance may require revisions to the Policy and related procedures and/or may require the parties to discuss appropriate amendments to this Letter of Agreement. This Letter of Agreement shall remain in effect only to the extent it does not conflict with such revisions or until amended or terminated by written agreement of the parties.
- 9) The parties' Labor Agreement is not amended and remains in full force and effect, except as expressly provided herein.
- 10) This agreement shall be appended to the Labor Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:


FOR THE CITY OF MINNEAPOLIS:

 01/31/2022
Holland Atkinson
Director, Labor Relations Date

 1/31/22
Amelia Huffman
Chief of Police (Interim) Date

FOR THE UNION:

 1/28/22
Sherral Schmidt
President Date

 1/28/2022
James P. Michels
Labor Counsel Date