THE CITY OF MINNEAPOLIS

And

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

LABOR AGREEMENT

POLICE UNIT

For the Period:

January 1, 2020 through December 31, 2022

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

THIS AGREEMENT (hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***) is entered into between the City of Minneapolis, a municipal corporation incorporated under the laws of the State of Minnesota (the ***City***, the ***Employer***, or the ***Department***), and the Police Officers' Federation of Minneapolis (the ***Federation***).

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the Parties hereto; to provide an orderly and peaceful means of resolving differences or misunderstandings which may arise under this Agreement; and to set forth herein the complete and full agreement between the Parties regarding terms and conditions of employment except as the same may be established by past practices which are determined to be binding by an arbitrator and not included in this contract. The Employer and the Federation concur that this Agreement has as its basic objective the promotion of the mutual interests of the City of Minneapolis and its employees to provide the highest level of services by methods which will best serve the needs of the general public.

The parties acknowledge and agree that any authority vested in the Chief of Police under this Agreement may be delegated by the Chief to their designee. Where such a delegation is made to a person, who in the context of the Agreement is someone to whom the Federation should direct communications, the Chief will notify the Federation as to the identity of the designee. However, in any event communications made to the Chief will be deemed to be made to the designee.

The Parties hereto agree as follows:

ARTICLE 1
RECOGNITION

Section 1.01 - Representation

The City recognizes the Federation as the exclusive representative for the unit consisting of employees serving in the following job titles: Police Officer, Sergeant and Lieutenant.

Section 1.02 - Classification Disputes

Disputes which may occur over the inclusion or exclusion of new or revised or other classifications in the unit described in Section 1.01 above shall be referred to the State Bureau of Mediation Services for determination pursuant to the provisions of the *Public Employment Labor Relations Act*, as amended.

ARTICLE 2
PAYROLL DEDUCTION FOR DUES

Section 2.01 - Dues Deductions

The City shall, upon request of any employee in the unit, deduct such sum as the Federation may specify as the regular dues of the Federation. The City shall remit monthly such deductions to the appropriate designated officer of the Federation.

Section 2.02 - Administration

(a) The City shall annually select a single payroll period in each month for which all monthly membership dues shall be deducted. In the event an employee covered by the provisions of this Article has insufficient pay due to cover the required deduction, the City shall have no further obligations to effect subsequent deductions for the involved month.

(b) All certifications from the Federation respecting deductions to be made as well as notifications by the Federation and/or bargaining unit employees as to changes in deductions must be received by the City at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effective.

(c) The City shall remit such membership dues made pursuant to the provisions of this Article to the appropriate designated officer of the Federation within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made.

(d) Each month, the City shall provide to the Federation a report containing the following current information with regard to all employees covered by this Agreement pursuant to Section 1.01: name, home address, phone number, hire date, pay status (active or inactive) and the name of any employee who separated from service since the prior report with the

reason for the separation. The City shall also provide to the Federation a copy of or electronic access to all transfer lists generated by the Department showing promotions, demotions, leaves of absence and changes in work location.

Section 2.03 - Hold Harmless Provision

The Federation will indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City, its officers or employees, by reason of deductions under this article.

ARTICLE 3
SENIORITY

Seniority as provided for in this Agreement shall be established from the date on which an employee first attains Step 1 (or any step higher than the "recruit" step if hired under the Lateral Hiring Process in Section 13.08) on the Police Officer wage schedule. Time while absent from the Department without compensation, except while on disability leave or while on non-voluntary active military service, shall not be counted for seniority. Separate seniority lists to determine seniority within each rank shall be maintained and shall be computed from the date of promotion to that rank. In the event of promotion to supervisory positions not within the unit and upon return to the unit, all service so performed shall be computed for seniority purposes to the rank held upon return to the unit. In the event of a demotion to a lower rank, the seniority accrued in the higher rank shall be applied to the seniority of the lower rank to which demoted. In the event of ties, ties shall be broken as follows:

1) Veterans, as defined by Minn. Stat. §197.447, shall be senior to non-veterans having the same seniority date; and

2) Any ties existing after the consideration of veteran status, shall be broken by the ranking of the employee's randomly assigned NeoGov application number or such other random system to which the parties may mutually agree.

ARTICLE 4
NEW OFFICERS ORIENTATION

The President of the Federation, or designee, shall be granted one (1) hour of regularly scheduled new Officer orientation class time for the purpose of explaining the rights and obligations of employees under the *Public Employment Labor Relations Act of 1971*, as amended.

ARTICLE 5
MANAGEMENT RIGHTS

The Federation recognizes the right of the City to operate and manage its affairs in all respects in accordance with applicable law and regulations of appropriate authorities. All rights and authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.

ARTICLE 6
WORK RULES AND REGULATIONS

It is understood that the City, through its various Departments, has the right to establish reasonable work rules and regulations. The City agrees to enter into discussion with the Federation on additions to or changes in the existing rules and regulations prior to their implementation. The City further agrees that changes shall be effective no sooner than three (3) calendar days after posting.

ARTICLE 7
UNION COMMUNICATION

The City shall provide reasonable bulletin board space at precincts, divisions and remote locations for use by the Federation in posting notices of Federation business and activities. The Federation may communicate with its members regarding Federation business and activities via reasonable use of the City's email system. The Federation shall work with the City to minimize the disruption to the City's information technology systems that may be caused by such email communications. The parties agree that the purpose of providing the Federation with bulletin board space and access to the email system is to foster effective communication relating to union business and is not to serve as a soap box to air complaints, offer political commentary or exchange personal messages among co-workers. Therefore, such union communications shall not contain anything that is political, offensive, obscene or that otherwise violates the City's Employee Policy on Electronic Communication.

ARTICLE 8
STRIKES AND LOCKOUTS

Section 8.01 - No Strike

The Federation, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in or cooperate in any strike, the stoppage of work, work slowdown, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, regardless of the reasons for so doing.

Section 8.02 - Violations by Employees

Any employee who violates any provision of this Article may be subject to disciplinary action.

In the event the City notifies the Federation in writing that an employee may be violating this Article, the Federation shall immediately notify such employee in writing of the City's assertion and the provisions of this Article.

Section 8.03 - No Lockout

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Federation.

ARTICLE 9
LEGAL COUNSEL

Section 9.01 - Legal Counsel

The City shall provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in *Minnesota Statutes* §466.07, based on allegations relating to any arrest or other act or omission by the employee provided: the employee was acting in the performance of the duties of his or her position; and was not guilty of malfeasance in office, willful neglect of duty or bad faith.

The City may undertake its obligation to its employee by assigning the matter to the City Attorney or by employing outside counsel at its discretion. However, where there is a conflict of interest between the City and its employee, the City Attorney may represent or assign outside counsel based upon the provisions of this Article. The decision on whether a conflict exists shall be decided in the first instance by the City Attorney. The City shall pay the costs and expenses associated with such separate and independent counsel in instances where the limitations set forth in *Minnesota Statutes* §466.07 do not apply.

Where the City determines that its position is in conflict with that of its employee, the City shall notify the employee of the conflict and advise the employee that they are entitled to select independent counsel pursuant to the procedures set forth in this Article.

Where the employee believes that his or her position in the litigation is in conflict with that of the City, the employee may request that they be represented by independent counsel. The employee shall make such request in writing and such request shall specify the facts upon which the employee relies in asserting the conflict. The City shall have five (5) business days from the date it receives such request to grant or deny the request and notify the employee in writing of its decision. If denied, the City shall state in such notice the factual and/or legal basis upon which the request is denied. If the request is not denied within the five (5) business day period, it shall be deemed granted.

If the City timely denies the request for independent counsel, the employee may appeal the decision within five (5) business days of the date on which they receive the City's decision by giving written notice of appeal to the City. The appeal shall be heard by a neutral third person who possesses the knowledge and experience necessary to determine whether a conflict of interest exists and who has been mutually selected by the City and the Federation. The Parties may present evidence and testimony before the decision maker. The hearing and review of the decision shall be governed by the Uniform Arbitration Act, *Minnesota Statutes* §572.01, et seq.

An employee entitled to independent counsel under this Article may select counsel from among the attorneys on the list approved by the City and the Federation. The Federation shall propose attorneys for the list subject to approval by the City based on the City's fee schedule. Such approval shall not unreasonably be withheld. Notwithstanding approval by the City, no firm shall be entitled to be placed on the list until it has agreed to undertake representation in such matters at the standard hourly rate negotiated by and among the Federation, the City, and all approved firms. The list of approved attorneys shall contain not less than three firms.

Section 9.02 - Assignment of Judgment for Costs

Each defendant represented by City-paid counsel shall assign to the City any judgment for costs or disbursements awarded in favor of such defendant.

Section 9.03 - Liability Insurance

The City may, at its option, maintain a standard policy of liability insurance covering employees against the actions and claims referenced in Section 9.01 above. The City shall pay all premiums for such coverage.

ARTICLE 10
NON-DISCRIMINATION AND HARASSMENT PREVENTION

In the application of this Agreement's terms and provisions, no bargaining unit employee shall be discriminated against in an unlawful manner as defined by applicable City, State and/or Federal law or because of an employee's political affiliation or membership in the Federation.

The Union supports the City's efforts to advance race and gender equity. The Employer and the Union also reaffirm the Employer's obligation to maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Union shall continue to develop and refine policies that prohibit harassment and abuse in the workplace by any employee, manager or supervisor. The Employer agrees to investigate all allegations of violations to that policy. Upon finding that a violation of the policy has occurred, the Employer shall take appropriate remedial and/or corrective action.

ARTICLE 11
SETTLEMENT OF DISPUTES

Section 11.01 - Scope

This Article shall apply to all employees working in job classifications for which the Federation is the exclusive representative of the bargaining unit, but only as to resolution of grievances and not to interest arbitration.

Section 11.02 - Grievance Procedure

Grievances shall be resolved in the manner set out below. The City will cooperate with the Federation to expedite the grievance procedure to the maximum extent practical.

A "grievance" is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit. Any document or notice provided by one party to the other via email or other mutually acceptable electronic means shall satisfy the requirement that such document be provided in writing.

Subd. 1. Step One

To initiate a grievance, the Federation representative shall, within the time period specified below, inform the commander in writing on the standard grievance form. If the Federation expressly requests a discussion with the commander, such discussion shall take place within twenty-one (21) days after filing the grievance, unless the time is mutually extended.

Within twenty-one (21) days after the grievance is filed or the discussion meeting concludes, whichever is later, the Employer shall give its decision in writing, together with the supporting reasons to the Federation. Each Step One decision shall be clearly identified as a "Step One Decision."

The commander shall have the full authority of the Chief to resolve the grievance.

A grievance must be commenced at Step One no later than twenty-one (21) calendar days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered by a represented employee.

Class action grievances, defined as a grievance involving five (5) or more similarly situated employees, and disciplinary grievances involving a suspension, demotion or termination shall be filed at Step Two with no changes to time parameters.

Subd. 2. Step Two

If the Step One decision is not satisfactory, a written appeal may be filed by the Federation with the Chief. If the Federation expressly requests a discussion with the Chief, such discussion shall take place within twenty-one (21) days after filing the grievance appeal, unless the time is mutually extended.

The Chief may request the Director of Labor Relations to serve as a mediator between the Employer and the Federation in an attempt to resolve the grievance, but the Director of Labor Relations shall have no authority to compel either party to make a concession.

Within twenty-one (21) days after the Step Two meeting or receipt of the Step Two appeal, whichever is later, the Employer shall send a written response to the Federation. The Step Two decision shall clearly identify that answer as a "Step Two Decision."

Subd. 3. Step Three, Regular Arbitration

Within twenty-one (21) of the date of the Step Two decision the Federation shall have the right to submit the matter to arbitration by informing the Director of Labor Relations that the matter is to be arbitrated. If the grievance has progressed to Step Three without the Federation receiving a written Step Two decision from the Employer in accordance with the provisions of Section 11.04, the Federation may request that the matter proceed to arbitration by informing the Director of Labor Relations that the matter is to be arbitrated; If, after the matter has been referred to arbitration, the Federation has not sought to proceed to hearing, the Employer may at any time make a written inquiry of the Federation as to the status of the grievance. If the Employer makes such inquiry, the Federation shall have twenty-one (21) days from the date of such inquiry to make a written request to the Director of Labor Relations or their designee to assign an arbitrator under the process described below. Thereafter, the parties shall request from the arbitrator dates for a hearing on the matter. If the Federation fails to make a timely request that an arbitrator be assigned or, within twenty-one (21) days after receiving notice of the assignment of the arbitrator, does not participate in a good faith effort to schedule a hearing; the grievance shall no longer be subject to the grievance procedure. If the Employer fails to assign an arbitrator or, within twenty-one (21) days after receiving notice of the assignment of the arbitrator, does not participate in a good faith effort to schedule a hearing; the grievance shall be deemed sustained and the requested relief shall be granted.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators maintained in accordance with the Memorandum of Agreement attached hereto as Attachment H. Arbitrators shall be selected from the panel on a rotating basis. If a grievance is referred to arbitration and no arbitrators on the panel are available to hear the case, the party referring the grievance to arbitration shall petition the Bureau of Mediation Services to provide a list of seven (7) qualified arbitrators from which the parties shall select an arbitrator to hear the grievance. The Employer and Federation shall select an arbitrator using the alternate strike method with the party exercising the first strike selected by coin flip. In scheduling arbitration hearings, the parties will give priority to grievances contesting the termination of an employee.

One observer representative of the Federation, the aggrieved employee(s), if any, all necessary Federation witnesses who are employees of the Employer shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours. An additional Federation observer shall be allowed; however, the Federation shall provide the means for compensating the

additional observer and their replacement employee, if necessary. Federation time may be used to reimburse the Employer for the replacement employee.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the City, the Federation and the employee(s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Notwithstanding the foregoing, arbitration proceedings arising from grievances of the nature referenced in Minn. Stat. § 626.892, subd. 2(a), shall be conducted in accordance with the provisions of Minn. Stat. § 626.892 by an arbitrator or arbitrator panel assigned in accordance therewith. For such grievances subject to the provisions of Minn. Stat. § 626.892, the term "arbitrator" as used in this Article 11 shall also include an "arbitrator panel" as referenced in the statute.

Section 11.03 - Expedited Arbitration

Upon the mutual agreement of the parties, any grievance to be arbitrated may be referred to expedited arbitration where the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such referral, the Federation and the City will make immediate (within twenty-four (24) hours) arrangements with the panel selected by the parties, or if none has been selected, with the Bureau of Mediation Services. The expedited arbitration procedure shall begin as soon as the parties and the arbitrator can initiate a hearing. It shall be the specific request of both the Federation and the City to have a decision within seven (7) days of the hearing, and that no briefs will be filed.

Section 11.04 - Time Limits; Communications

Time limits, specified in this procedure may be extended by written mutual agreement of the parties. When practical, the preferred method of giving notices and communications under this Article shall be by email. The failure of the City to comply with any time limit herein means that the Federation shall be deemed to have processed the grievance to the next step of the grievance procedure. Failure of the Federation or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Notices or communications referenced under this Article shall be given:

TO THE EMPLOYER	TO THE FEDERATION
Chief of Police	Its President
Assistant Chief	Its Representative who signed the grievance
Police Administration Secretary	Its Office Administrative Assistant
Director of Labor Relations	

Section 11.05 - Arbitration Expenses

The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Association provided, however, 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 record to be made provided it pays for the cost of preparing the record. Further, if the party requesting the record requests submitting post-hearing briefs, such party shall at its cost provide a copy of the record to the other Party and to the Arbitrator.

Section 11.06 - Election of Remedy

The parties acknowledge that the facts and circumstances which form the basis of a grievance may also form the basis of claims which may be asserted by an individual employee in other forums. The purpose of this Section is to establish limitations on the right of the Union to pursue a grievance in such situations.

Subd. 1. Civil Service Rights

When the subject matter of a grievance to which Article 11 applies is also within the jurisdiction of the Minneapolis Civil Service Commission the resolution of the dispute may proceed through the grievance procedure or the Civil Service appeals procedure. However, once the employee files an appeal to the Civil Service Commission, the Union's right to pursue a grievance under this Article is terminated.

Notwithstanding anything in the Civil Service Rules to the contrary, an employee's right to file an appeal with the Civil Service Commission expires on the later of: ten (10) days after the deadline for the Union to file a grievance under this Article; or ten (10) days after the employee has received notice from the Union of its final decision not to pursue a grievance. The Union shall provide notice to the City of such decision promptly after providing notice to the employee.

Subd. 2. Rights of Veterans

Some employees covered by this Agreement may have the individual right to contest a removal from a position or employment under Minn. Stat. §197.46. Once an employee requests a hearing under Minn. Stat. §197.46, the Union's right to pursue a grievance under this Article is terminated.

Subd. 3. Other Rights of Employees

No action by the Union under this Agreement shall prevent an employee from pursuing a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act.

Section 11.07 - No Waiver of Rights Without Written Agreement

In order to facilitate the resolution of disputes or concerns in a more expedient and non-adversarial manner, the Parties desire to be able to discuss the resolution of such matters without having such discussions be construed as a waiver of either the Employer's right to exercise its unabridged managerial prerogatives or the Federation's right to negotiate over terms and conditions of employment. The parties

acknowledge the holding of the Minnesota Supreme Court in *Arrowhead Public Service Union v. City of Duluth* [336 N.W.2d 68 (Minn. 1983), 116 LRRM (BNA) 2187] as follows:

> Without question, decisions concerning a City's budget, its programs and organizational structure, and the number of personnel it employs to conduct its operations are matters of [inherent managerial] policy. While a public employer must negotiate terms and conditions of employment, it is not required to negotiate matters of inherent managerial policy although it may do so voluntary. When, however, a public employer negotiates matters of inherent managerial policy which it has no obligation to negotiate and thereby relinquishes the right to determine policy with respect to its budget, its organizational structure and the number of personnel it should employ, *the public employer - like the collective bargaining representative which waives the statutory right to bargain over a mandatory subject of bargaining - must do so in clear and unmistakable language.* [emphasis added; citations omitted]

Therefore, it is not a prerequisite to substantive and/or meaningful discussions concerning a matter of interest to either the Employer or the Federation or the Parties jointly that the Parties agree as to whether the matter is a *term and condition of employment* or an *inherent managerial policy* as those terms are defined and referenced in *Minnesota Statutes* Chapter 179A, as amended. The Parties may freely discuss any such matters and may reach an understanding regarding the extent to which the matter may be resolved and/or the manner of resolution. However, unless the parties shall enter into a written agreement which contains clear and unmistakable language documenting a waiver of rights, neither the mere fact that the Parties had such discussions nor the existence of any understanding regarding resolution of the matter shall constitute or be construed to be a waiver of either: the Federation's right to at any time thereafter assert or contest that the matter is a term and condition of employment which is subject to collective bargaining and which may not be unilaterally imposed; or the Employer's right to at any time thereafter assert that the matter is one of inherent managerial policy not subject to mandatory collective bargaining prior to implementation.

Section 11.08 - Past Practices

Evidence of custom and past practice may be introduced for the following purposes:

(a) to provide the basis of rules governing matters not included in the written contract;

(b) to indicate the proper interpretation of ambiguous contract language; or

(c) to support allegations that clear language of the written contract has been amended by mutual action or agreement.

The extent to which such evidence of custom and past practice shall be considered to bind the parties is governed by generally accepted principles of labor relations applicable to the purpose for which the evidence is offered.

ARTICLE 12
DISCIPLINE

Section 12.01 - Just Cause

The City, through the Chief of the Minneapolis Police Department, will discipline employees who have completed the required probationary period only for just cause. The unit of measurement for any suspensions which may be assessed shall be in hours. Investigations into an employee's conduct which do not result in the imposition of discipline shall not be entered into the employee's official personnel file maintained in the Police Department and/or the City's Human Resources Department. For the purposes of this Article, disputes related to personnel file retention and/or reconciliation may be resolved through the procedures set forth in Article 11, Settlement of Disputes.

Section 12.02 - Appeals

Except as provided in Section 12.05, a suspension, written reprimand, transfer, demotion (except during the probationary period) or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 11 of this Agreement. In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Veteran's Preference, or Fair Employment. Except as may be provided by Minnesota law or by Section 11.06 of this Agreement, once a written grievance or an appeal has been properly filed or submitted by the employee or the Federation on the employee's behalf through the grievance procedure of this Agreement or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated.

Section 12.03 - Personnel Data

Pursuant to applicable law, all "personnel data" gathered or maintained by the City with regard to employees governed by this Agreement shall be managed and maintained by the Human Resources Department consistent with department guidelines.

Employees shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the official personnel file. Upon the written request of employees, the contents of their official personnel file shall be disclosed to them, or with written release, to their Federation Representative, and/or to their legal counsel.

When a data practices request has been made for an Officer's public personnel data, the MPD will notify the Officer via email of the data requested and the requestor, if known.

Section 12.04 - Investigatory Interviews.

(a) Before taking a formal statement from any employee, the City shall provide to the employee from whom the formal statement is sought a written summary of the events to which the statement relates. To the extent known to the City, such summary shall include: the date and time (or period of time if relating to multiple events) and the location(s) of the alleged events; a summary of the alleged acts or omissions at issue; and the policies, rules

or regulations allegedly violated. Except where impractical due to the immediacy of the investigation, the summary shall be provided to the employee not less than two (2) days prior to the taking of their statement. If the summary is provided to the employee just prior to the taking of the statement, the employee shall be given a reasonable opportunity to consult with a Federation representative before proceeding with the scheduled statement.

(b) In cases where the City believes that providing the pre-statement summary would cause a violation of the Minnesota Government Data Practices Act or cause undue risk of endangering a person, jeopardizing an ongoing criminal investigation or creating civil liability for the City, the City shall notify the Federation's President or attorneys of the reasons it believes that the pre-statement summary should not be given.

(c) Nothing herein shall preclude an investigator, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.

(d) An employee from whom a formal statement is requested is entitled to have a Federation representative or an attorney retained by the employee, or both, present during the taking of such statement. The employee's representative(s) shall be allowed to advise the employee but shall not respond for or advocate for the employee nor disrupt the investigation proceedings. The Federation will ensure that its representatives at all times conduct themselves in a professional manner.

(e) For the purpose of this Section 12.04, a "formal statement" is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any sworn employee as part of an investigation of alleged acts or omissions by a sworn employee(s) which may result in the imposition of discipline against any sworn employee(s).

Section 12.05 - Discipline of Personnel With Rights to Return to Bargaining Unit

If an employee is removed (un-appointed) from their position such removal shall not cause the demotion of another employee holding the rank of the last held permanently certified title and any reduction in the rank shall be by attrition. Further, if discipline is imposed on an employee for reasons based on conduct that occurred while serving in an Appointed position, the employee shall not have access to the Settlement of Dispute procedures in Article 11 of this Agreement.

ARTICLE 13
SALARIES

Section 13.01 - Pay Period

(a) Except as provided in subsection (b), below, all wages shall be computed and paid on a biweekly basis. The regular amount of pay shall be the biweekly rate regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or is on authorized paid leave.

(b) The Fair Labor Standards Act (FLSA) requires that a law enforcement employee be compensated at one and one-half times their "regular rate" for hours worked that exceed 171 hours in a 28-day pay cycle ("FLSA Overtime Hours"). Certain items of compensation that the FLSA requires to be included in the calculation of an employee's "regular rate" may not be known at the time FLSA Overtime Hours are worked. Therefore, as soon as practical following the conclusion of each payroll year, the Employer will: review the payroll records for each employee to determine whether any adjustment to the employee's regular rate for purposes of FLSA Overtime Hours is required; and, if so, pay to the employee the balance of amounts owing for the FLSA Overtime Hours worked by the employee during the preceding payroll year.

Section 13.02 - Wage Schedule

Attached hereto and incorporated herein, are the schedules of wage rates for employees. The effective date of each schedule shall be as specified on the schedule and as provided in this Section. The final wage schedule shall remain in effect until a new schedule of wage rates for employees is established by the written agreement of the Parties.

New salary schedules shall be implemented as follows:

(a) A negotiated effective date of January 1, or a date thereafter up to the first day of the first full payroll period of the calendar year, shall be implemented as of the first day of the first full payroll period of the calendar year.

(b) A negotiated effective date on or after the first day of the first full payroll period of the calendar year shall be implemented as of the first day of the pay period in which the negotiated effective date falls.

Section 13.03 - Health Care Savings Account Contribution

Effective April 6, 2003 the Parties have adopted the Post Employment Health Care Savings Plan, as established in Minn. Stat. §352.98, as administered by the Minnesota State Retirement System ("MSRS"). Subject to the terms and conditions established by MSRS, said program will provide a totally tax-free reimbursement for eligible medical expenses to those former employees who have an account balance consisting of the contributions from the Employer, mandatory employee contributions, and investment returns.

The Parties have negotiated that employees in this bargaining unit will make mandatory employee contributions in lieu of cash payment for the following items:

- $25.00 bi-weekly per employee
- 100% of Sick Leave Severance due at retirement (see Section 28.02);
- 100% of any unused vacation pay at the time of voluntary separation from service (see Section 22.06)

Section 13.04 - Longevity

A longevity payment shall be paid to each employee at the beginning of the seventh year of police service in the amount specified in the attached wage schedule, as applicable. Employees of record as of February 1, 1985 shall be regarded as having started at the *2nd Year* step for longevity progression purposes. The dollar amounts specified in the wage schedule shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the top step of the Police Officer wage schedule. An employee shall move to the next step in the longevity schedule on the anniversary of their employment with the Police Department.

Section 13.05 - Shift Differential

Employees in the Department who work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a shift differential in the amount specified in the attached wage schedule for all hours worked on such shifts. The dollar amount specified in the wage schedule shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the Police Officer wage schedule. (See wage schedule for amount)

Section 13.06 - Pay Progressions

Employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification as provided in this Section.

Subd. 1. Police Officer

(a) Lateral Hires. Initial placement on the wage schedule for Police Officers with prior law enforcement experience shall be made pursuant to Section 13.08. Thereafter, eligibility for subsequent step progression shall be as established in subparagraph (c), below.

(b) All Other Police Officers. All other Police Officers shall, upon hire, be placed on the "Recruit Step" as designated on the attached wage schedule. The employee shall move to Step 1 of the wage schedule upon successful completion of the Recruit Academy. Upon the completion of twelve (12) months of *actual paid service* at Step 1, the employee shall be eligible to progress to Step 2. Upon the completion of eight (8) months of *actual paid service* at Step 2, the employee shall be eligible to progress to Step 3. Thereafter, eligibility for subsequent step progression shall be as established in subparagraph (c), below.

(c) Progression. Upon the completion of each twelve (12) months of *actual paid*

service in a salary step of the wage schedule for the employee's job classification, an employee shall be eligible to progress to the next step until they have reached the top step on the schedule.

Subd. 2. Sergeants and Lieutenants

Upon promotion, the employee shall be placed on the salary schedule pursuant to Section 13.07. Thereafter, eligibility for subsequent step progression shall be as established in subparagraph (c) of Subd. 1, above.

Subd. 3. Conditions and Implementation for Step Progression

Any such increases under this Section 13.06, may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be subject to review under the provisions of Article 11 (*Settlement of Disputes*) of this Agreement. All increases approved pursuant to this Section shall be made effective on the first day of the pay period, which includes the date of eligibility. If an employee is advanced to the next higher step within their pay range by reason of the elimination of the step they were in, the employee's anniversary date in the job classification they were in at such time shall be permanently adjusted to the month and day that such step advancement occurred.

Section 13.07 - Pay Upon Promotion

The salary of an employee who is promoted to a position which provides for a higher maximum salary than the employee's current position shall be the next increment higher than the salary last received by such employee in the lower classification; provided, however, that if the next increment is not at least four percent (4%) higher than the salary last received, the employee shall be advanced an additional increment if one so exists and thereafter shall increase in accordance with Section 13.06 of this Article. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Minneapolis Civil Service Commission to perform all or substantially all of the duties of a higher-paid classification.

Section 13.08 - Prior Sworn Law Enforcement Experience

Subd. 1. Hiring Process

Notwithstanding any provision of the Civil Service Rules to the contrary, the Chief may, upon the prior advice and consent of the Chief Human Resources Officer, use the following process to make offers of employment for the job classification of Police Officer to applicants with prior sworn law enforcement experience.

(a) At least twenty (20) days prior to accepting application, a posting shall be made advertising that the Department is accepting applications from individuals having prior sworn law enforcement experience. The posting may be made without an expiration date.

(b) In order to be eligible for hire under this provision, an applicant must be POST license eligible pursuant to the requirements established by Minn. Stat. §626.8515.

(c) The Chief may determine the minimum qualifications necessary to be considered for employment and may make an offer of employment to any candidate who meets such qualifications. However, the minimum qualifications shall not be less than the minimum qualifications for hiring under the competitive examination process as established pursuant to Civil Service Rule 6.03.

(d) The Chief may determine the nature and extent of training necessary for a candidate hired under this Section to become a sworn employee of the Department. The training need not be the same as the training provided to a newly hired Police Officer without prior law enforcement experience.

(e) At least thirty (30) days prior to initiating or amending a posting, the minimum qualifications or the hiring process under this Section, the Chief shall give notice to the Federation and afford the Federation an opportunity to meet and confer if requested.

Subd. 2. Salary and Benefits - General

For a new hire with prior experience as a sworn law enforcement officer, the initial placement on the salary schedule in the classification of Police Officer and on the vacation accrual schedule in Section 22.02 shall be made as follows:

(a) One year of MPD service shall be credited for every two full years of prior service with a large department or departments.

(b) One year of MPD service shall be credited for every three full years of prior service with a small department or departments.

(c) "Prior service", as referenced in subsections (a) and (b) does not include:

i. service to an agency while licensed as part-time officer;

ii. service to an agency for which the employee's regular work schedule, except in the case of limitations on work hours for medical reasons, was less than an average of forty (40) hours per week; or

iii. Military service.

(d) With regard to initial placement on the vacation accrual schedule, no new employee shall be placed at an initial annual accrual rate higher than 128 hours regardless of the years of their prior service.

(e) The threshold for large/small department is 50 sworn employees as determined by the most recent FBI "Crime in the United States" annual report.

(f) For purposes of calculating qualified prior years of service, all full calendar months worked in qualified large or small departments shall be summed before applying the service credit conversion for that type of jurisdiction (i.e. large or small) as described in subsections (a) and (b), above.

(g) The resulting full-credit-years as determined for both large and small departments shall be added together to determine the total number of years of service credit that shall be awarded to the new employee.

(h) A break in sworn service longer than six months between any of the prior jurisdiction jobs shall break the line of eligible work experience from work experience preceding the 6-month break in service.

(i) Prior service credit will be considered only if the new employee's last day of active service in the prior sworn position was within two years of the date of an offer of employment by the Minneapolis Police Department.

Subd. 3. Salary and Benefits – Minneapolis Park Police

For a new hire with prior experience as a sworn law enforcement officer in the Minneapolis Police Department ("Park Police") time served in the Park Police shall be considered the same as "MPD service" for the purpose of determining the employee's vacation accrual rate and placement on the salary schedule. If the Park Police had included prior service credit for time served in the MPD in determining the employee's compensation and vacation accrual rate as a Park Police employee, such prior time served at the MPD shall also be included upon rehire by MPD as "time served in the Park Police" under the preceding sentence.

Subd. 4. Step Progression

After initial placement on the salary schedule, the new employee shall be entitled to future step increases thereafter pursuant to the provisions of Section 13.06.

Subd. 5. Limitation on Application of Prior Service Credit

Prior service credit shall be used only to determine the new employee's initial placement on the salary and vacation accrual schedules and shall not be considered for purposes of eligibility for longevity pay, performance pay, promotion or other rights or benefits of employment which are based on time served with the MPD. Regardless of whether a new employee is given such prior service credit, their seniority shall be determined consistent with the provisions of Article 3 of this Agreement.

Section 13.09 - Performance Management

Supervisory employees are responsible for:

- Assuring that employees perform their jobs consistent with the expectations and values of the Minneapolis Police Department and the City of Minneapolis;

- Communicating reasonable performance expectations prior to April 1 of each year, and for documenting and notifying employees of inappropriate conduct as soon after the conduct as possible, and giving the employee guidance and time to correct behavior; and

- Discussing with and encouraging employees regarding the opportunities for career enrichment and advancement within the Department, including the benefits of periodic transfers to broaden an employee's perspective and experience. However, the transfer of an employee in a Bid Assignment shall be voluntary, except as provided under Section 17.02, Subd. 3(b) or Section 17.04, Subd. 2. If an employee agrees to such a "career enrichment" transfer, the transfer shall not cause the displacement of another employee in the precinct or work group to which the employee is transferred.

ARTICLE 14
CLOTHING AND EQUIPMENT ALLOWANCE

Section 14.01 - Clothing and Equipment Allowance – Current Employees

Subd. 1. Amount

Effective January 1, 2000, employees are eligible for an allowance of seven hundred fifty dollars ($750.00) per year. Effective as of January 1, 2001 and on the first day of each calendar year thereafter, the allowance shall be adjusted by the percentage determined in accordance with the index described in Section 14.04, below. Such allowance shall be paid on the first payroll date which is on or about June 1 of the year in which payment is made (the "Payment Year"), except that payment of a prorated amount shall be made as soon as practical after eligibility for such prorate payment is established.

Subd. 2. Eligibility

(a) *Full Amount*. An employee covered by this Agreement and so employed as of April 1 of the Payment Year is eligible to receive the entire amount of the allowance, unless as of January 1 of the Payment Year the employee is still within the three-year period following receipt of the reimbursement allowance under Section 14.02.

(b) *Prorated Amount*. An employee covered by this Agreement who is on the payroll as of April 1 of the Payment Year and who attains their third anniversary of employment during the Payment Year is eligible to receive a prorated portion of the annual clothing and equipment allowance. The prorated amount shall be calculated based on the number of months in the period from such anniversary date through December 31 of the Payment Year divided by 12.

(c) *Not Eligible*. An employee covered by this Agreement who does not satisfy either of the conditions in (a) or (b) of this Subdivision is not entitled to any portion of the annual clothing and equipment allowance.

For purposes of this Subdivision 2, "Anniversary of Employment" means the earlier of: the date on which the employee entered the job classification of Police Officer; or the date on which a person initially employed as a Police Cadet became POST-license eligible.

Section 14.02 - Clothing and Equipment Allowance - New Employees

Subd. 1. New Employees

The employer shall establish an account for a newly hired employee with a supplier of the clothing or equipment necessary for a Minneapolis police officer and which comports with the list of approved clothing and equipment established by the Department upon the recommendation of the Uniform Committee. The amount available to be spent by a newly hired employee on such account shall be equal to three (3) times the annual clothing and equipment allowance in effect at the commencement of the new employee's employment, less any reductions made pursuant to Subd. 2. Amounts charged on such account shall be paid directly to the merchant by the Employer.

Subd. 2. Cadets

An employee who was employed as a Cadet prior to becoming a Police Officer, shall have access to purchase the clothing and equipment set forth in Subd. 1, less the cost of any prior purchases made by the Employer on behalf of said Cadet.

Subd. 3. Annual Reimbursement

Newly hired employees shall be entitled to the annual clothing and equipment allowance under Section 14.01 after the third anniversary of their employment. Such an employee shall be entitled to the prorated portion of the annual clothing and equipment allowance for the calendar year in which their third anniversary occurs under Section 14.01, Subd. 2(b).

Subd. 4. Repayment

If an employee leaves employment with the Department prior to their third anniversary, the Department is entitled to recover from the employee an amount equal to 1/36 of the total amount incurred by the Employer on behalf of the employee under Subd. 1 and 2 during their employment times the number of full months by which the employee fell short of attaining their 36month anniversary.

Section 14.03 - Eligibility

The Chief of the Police Department shall, on or before May 1 of each year, submit to the City Coordinator for approval the name and rank of each employee on the payroll as of April 1 who is entitled to such an allowance..

Section 14.04 - Uniform Committee

The Employer shall maintain a Uniform Committee which shall consist of three (3) persons selected by the Employer and three (3) persons selected by the Federation. The duties of the Uniform Committee shall include developing and maintaining a list of clothing and equipment which must be obtained in order to commence employment with the Department. Each January, the Committee shall calculate the cost of

obtaining all of the clothing and equipment on such list. The Committee shall then prepare and maintain a cost index which measures the annual percentage change from year to year in the cost of purchasing the clothing and equipment on the list.

Section 14.05 - Firearms

For employees hired on or after December 1, 2018, the list of clothing and equipment in Section 14.03 above shall not include firearms. Rather, the Department shall provide the necessary firearm(s) to each employee. Accordingly, for all such employees, the maximum reimbursement amount payable available to the employee under Section 14.02, Subd. 2, above, shall be reduced by $325.00. The amount of the reduction for employees hired during 2020 and in each year thereafter shall be determined by mutual agreement of the parties at the time the cost of firearms to be purchased for these new hires is known. The intention of the parties is that the reduction for 2020 and future years will reflect the employer's cost for an employee's firearm with consideration to their mutual interest that the net value of the reimbursement arrangement (after such firearm reduction) remains sufficient to adequately to clothe and equip the new employee.

ARTICLE 15
GROUP BENEFITS

Section 15.01 - General

Subd. 1. Definitions

(a) **Benefit Eligible Employee.** A benefit eligible employee is an Employee who has met the benefit eligibility requirements under Subd. 2 of this Section 15.01.

(b) **Full-time Employee.** For the purposes of this Article, a Full-time Employee is an employee assigned to a position designated as .75 FTE or greater.

Subd. 2. Benefit eligibility requirements

Coverage for the group benefits referenced in this Article starts for Full-Time Employees on the first day of the month following completion of one month of continuous employment, provided the employee has timely submitted the proper enrollment forms.

Section 15.02 - Full-time Employee Benefits

Subd. 1. Group Medical Plan and HRA/VEBA

(a) Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents if desired, as covered participants in one of the Employer's available medical plans and the HRA/VEBA and will be provided with the coverages specified therein.

(b) Contributions towards medical plan coverage and the HRA VEBA will be determined pursuant to the Letter of Agreement, which is attached to this Collective Bargaining

Agreement and hereby incorporated as “Attachment C”.

(c) Eligible employees may waive coverage under the Employer’s available medical plans by providing written evidence satisfactory to the Employer that they are covered by health insurance or have coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer’s available plans.

(d) The Minneapolis Board of Business Agents will be entitled to select up to five representatives to participate with the Employer in negotiating with City of Minneapolis medical plan providers regarding the terms and conditions of coverage that are consistent with the benefits conferred under the collective bargaining agreements between the Employer and the certified exclusive representative of the employees. The representatives will have no authority to veto any decision made by the Employer. However, in no instance will this be interpreted as the bargaining units giving up their rights under MN Stat. 471.6161.

Subd. 2. Group Dental Plan

Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents, in the Employer's group dental plan and will be provided with the coverages specified therein. The Employer will pay the required premiums for the plan on a single/family composite basis.

Subd. 3. Group Life Insurance

Benefit Eligible Employees will be enrolled in the Employers group term life insurance policy and will be provided with a death benefit of the lesser of one (1) times annual compensation as defined by the life insurance policy or fifty thousand dollars ($50,000.00). When employees meet eligibility requirements but they are not on active status, they will be eligible to enroll upon their return to active status. The Employer will pay the required premiums for the above amounts and will continue to provide arrangements for employees to purchase additional amounts of life insurance.

Subd. 4. MinneFlex Plan

Upon proper application, Benefit Eligible Employees will be enrolled in the Employer's *MinneFlex* Plan. The *Plan Document* will control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 16
JOB CLASSIFICATION AND ASSIGNMENT OF PERSONNEL

Section 16.01 - Job Classifications

The parties recognize that work and methods of service delivery may change from time to time. The general responsibilities described below are intended to establish guidelines to determine to which job classification work should be assigned. However, these descriptions are not intended to be exhaustive or to limit the ability of the City to respond to changing demands.

Police Officer - Front line sworn employee to perform the following as directed by a superior: patrol assigned areas, respond to 911 calls, detect, deter and conduct primary investigation of crimes, maintain law and order, make arrests, assist the public and assure public safety. May perform certain secondary investigative functions under the supervision and at the direction of a Sergeant. Not supervisor as defined by Minnesota Statute 179A.03, Subd. 17. For example, a Police Officer shall not assign cases, direct or evaluate the work of another Police Officer, authorize arrests or coordinate or direct the execution of search warrants or wire taps.

Sergeant - Administer the directives of superiors and guide the actions of subordinates in enforcing Federal, State and local laws for the Minneapolis Police Department; perform secondary case investigation of crimes and assure public safety. Supervisor as defined by Minnesota Statue 179A.03, Subd. 17.

Lieutenant - Commands and supervises major areas or programs as defined by the Chief, enforces compliance with departmental policies, procedures and goals. Supervisor as defined by Minnesota Statue 179A.03, Subd. 17.

Section 16.02 - Job Classification Staffing

The parties agree to the following staffing parameters:

(a) The number of sergeants in the Department shall not be reduced below twenty-three and one-quarter percent (23.25%) of the greater of the total authorized strength of all sworn personnel of the Department; or the actual number of sworn personnel, as determined on July 1 of each year.

(b) The number of lieutenants in the Department shall not be reduced below four and one-half percent (4.5%) of the greater of the total authorized strength of all sworn personnel of the Department; or the actual number of sworn personnel, as determined on July 1 of each year.

Section 16.03 - Working Out of Class

Subd. 1. Details.

If an employee is temporarily ordered or designated to perform all or a substantial portion of the essential duties that are normally those of a higher job classification, the employee should be detailed to the higher classification under Section 16.04, below.

Subd. 2. Work Out of Class.

An employee shall be considered to be working out of class if they meet the criteria of Subd. 1, but is not formally detailed to the higher classification.

Subd. 3. Compensation.

(a) When an employee is detailed under Subd. 1, or working out of class under Subd. 2 for a period of at least five (5) consecutive work days, the employee shall be compensated for all such hours worked in the higher classification as if the employee had been promoted to such classification.

(b) The period of compensation shall run from the first work day on which they assumed the out of class duties to the day on which such out of class duties were reassigned.

(c) No out of class compensation shall be payable to an employee who performs out of class work due to a career enrichment or limited duty assignment provided the scope and duration of such assignment is approved by the Department and the Federation prior to the assumption of the duties by the employee.

(d) The employer shall not serially assign employees to perform duties outside their normal job classification in order to circumvent the compensation provisions of this subdivision.

Subd. 4. Watch Commander.

The employer may assign watch commander duties to a sergeant who has received watch commander training. When a sergeant is assigned watch commander duties, they shall be compensated at the hourly rate of a first-step lieutenant for time worked as a watch commander.

Section 16.04 - Temporary Assignments (Details)

Subd. 1. Assignment

The Department may assign (detail) an employee on a temporary basis for up to six (6) months, or such other period as may be expressly established by the terms of this Agreement, if:

(a) the vacancy is pending classification or appointment from a list of qualified candidates; or

(b) the vacancy is of a temporary nature.

Subd. 2. Termination

(a) The detail shall terminate once the condition upon which the detail was based no longer exists.

(b) If a detail used to fill a temporary vacancy terminates by reason of the vacancy being deemed "permanent" and there is no current list of qualified candidates to fill vacancies in the rank, a new detail of not more than six (6) months may be initiated, provided:

(1) the Employer shall proceed as soon as possible to establish a list of qualified candidates;
(2) the detail shall terminate not less than thirty (30) days after the establishment of a list of qualified candidates is established; and
(3) the period of the combined details does not exceed twelve (12) months.

(c) In no event shall a detail be used to fill a vacancy for more than twelve (12) months.

Subd. 3. Selection

The department retains the sole discretion to determine which employee to select. So long as the selection was based upon an articulable business reason, the selection is not grievable. It is the department's responsibility to inform the person approved for temporary assignment that the assignment does not confer any permanent change in status.

Subd. 4. Compensation

The wage of an employee who is detailed to work in a higher classification shall be set at the first step of the wage schedule for the higher job classification. Upon the conclusion of the detail, the employee shall be returned to the step on the wage schedule they would have been at had the detail not occurred. Disputes arising from alleged violations of this Section shall be subject to the Expedited Arbitration provisions of Article 11 of this Agreement at the request of the Federation notwithstanding the "mutual agreement" provisions in Article 11.

Section 16.05 - Permanent Reassignments

If an employee's permanent work assignment is changed from one precinct or division to another, the employee shall be sent specific written notice of the reason for the transfer at least ten (10) calendar days before it becomes effective. A work assignment is "permanent" if it continues for more than thirty (30) consecutive calendar days. The Change in Shift compensation provisions of Section 18.03 shall not apply in the event of a permanent transfer even though an employee's work schedule in the new assignment may differ from their posted schedule in the prior assignment. However, if the Department fails to give the required advance notice of the transfer, all hours worked during the period commencing with the first day of work after the effective date of the transfer and ending with the 10th day following the date on which the notice was given, shall be considered Overtime and, therefore, subject to the provisions of Section 20.02 of this Agreement.

Section 16.06 - Reinstatement of Employees Who Resigned from the Classified Service

Former sworn employees may be reinstated to the top of an open list of eligible candidates for the class they

last held providing the conditions listed below are met. If no vacancies exist in the class they last held, reinstatement may also be to the open list of a lower classification held by them. The conditions for reinstatement are:

(a) They successfully completed a probationary period in that class;

(b) They resigned in good standing and not in lieu of discharge;

(c) They requested reinstatement within two years of the resignation;

(d) They completed a satisfactory medical, psychological, and physical fitness examination if the Department or the Human Resources Department determines that such an exam is necessary; and,

(e) They are approved for reinstatement by the Department.

A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave, and other Civil Service rights and benefits the same as any other new employee. Service prior to resignation will be included for the purpose of determining the employee's vacation accrual and salary, but will not be considered for purposes such as: fulfilling in-service time requirements for competing in promotional examinations; computing seniority in promotional examinations; determining order of layoffs; determining the order of bids for assignments and vacations; or determining other priorities among employees.

Following reinstatement, an employee will, upon request, have their prior service counted for the purpose of reaching the minimum years of service requirement to be eligible for the Accrued Sick Leave Retirement Plan. However, such years of prior service will only be counted after such employee has accumulated sufficient sick leave credits following reinstatement or re-employment to meet the minimum sick leave accrual requirements. Prior years of service shall not be applied to an employee reinstated or re-employed for the second or subsequent time.

Section 16.07 - Appointed Positions

Notwithstanding any provisions of this Agreement to the contrary, the Parties agree that pursuant to the provisions of *Laws 1961*, Chapter 108, Sections 1 through 4 as amended by *Laws 1969*, Chapter 604 and *Laws 1978*, Chapter 580 and the provisions of this Section, the Chief of the Department may appoint three (3) Deputy Chiefs of Police, five (5) Inspectors, the Supervisor of Morals and Narcotics, the Supervisor of Internal Affairs and the Supervisor of License Inspection to perform the duties and services they may direct, without examination. The Parties further agree that such persons shall serve at the pleasure of the Chief of Police; and, that any person removed from one of such positions pursuant to *Laws 1969*, Chapter 604, Section 2, has the right to return to their permanent civil service classification. Notwithstanding the foregoing, if the law is amended to so allow, the Chief of the Department may appoint up to five (5) Deputy Chiefs and up to eight (8) Inspectors.

ARTICLE 17
HOURS AND SCHEDULING OF WORK

Section 17.01 - Definitions

For the purpose of this Article 17, the following words have the meaning defined below:

(a) "Bid Assignment" means an assignment of more than thirty days in duration to a function in which the primary job duties are: 911 Response, Directed Patrol, a 10-Hour shift Beat Assignment, Recruit or any other assignment that the Chief designates as a Bid Assignment.

(b) "Eligible Employee" means any employee who, as of October 15th of a calendar year:

(1) is a Police Officer who has passed probation or is a Sergeant assigned to supervise Police Officers serving in Bid Assignments; and

(2) is either:

a. assigned to a Bid Assignment; or

b. has been approved to be assigned to a Bid Assignment.

(c) "Discretionary Assignment" is any assignment of more than thirty days in duration to perform any function that does not fall under the scope of a "Bid Assignment."

(d) "Day Watch" shall mean a bid assignment shift which starts between the hours of 0500 and 1200.

(e) "Middle Watch" shall mean a work shift which starts between the hours of 1400 and 1800.

(f) "Dog Watch" shall mean a bid assignment shift which starts between the hours of 1800 and 2100.

(g) "Commencement Date" shall be the first day of the Employer's payroll year.

(h) "Precinct" means a designated precinct, unit or any other group of employees that includes Bid Assignments.

(i) "Inspector" means an employee holding the rank of Inspector and the commander of any Work Group other than a precinct that includes Bid Assignments.

Section 17.02 - Bid Assignments

Subd. 1. Posting

On or before October 15 of each year:

(a) The Chief will notify each Inspector as to the number of Eligible Employees and Bid Assignments that will be allocated to each Precinct for the upcoming bid. The

total number of Bid Assignments for employees in the rank of Police Officer shall be not less than seventy percent (70%) of the number of employees in the classification of Police Officer as of the date of posting. The number of Eligible Employees as of the posting date shall be reasonably related to the number of Bid Assignments.

(b) Each Inspector shall post a list of all Bid Assignments available within the precinct during the following Payroll Year. With respect to each Bid Assignment, the schedule shall identify: the "watch" (Day, Middle or Dog); the starting time of the work shift; and the supervising lieutenant. There may be more than one starting time for shifts within a watch and the number of Bid Assignments allocated to each watch shall be established at the sole discretion of the Inspector.

Subd. 2. Bidding

(a) *Precinct Bid.* The bid shall be conducted in the manner described under this subparagraph (a) for each year in which there is no city-wide bid under subparagraph (b).

Beginning on November 15, each Eligible Employees shall be entitled to bid on all available Bid Assignments within their respective Precinct. Bidding will proceed first with Sergeants and then Police Officers based on classification seniority

(b) *City-wide Bid.* Beginning with the bid for the 2018 Commencement Date, and continuing with regard to the bid for a Commencement Date in each even-numbered year thereafter, each Eligible Employee in the rank of Police Officer shall be entitled to bid on any available Bid Assignment throughout the Department based on classification seniority.

Subd. 3. Changes to a Bid

Except as provided in this subdivision, once an Eligible Employee has successfully bid for a Bid Assignment, or an employee has been assigned to a Bid Assignment:

(a) The starting times of the employee's shift shall remain fixed until the next Commencement Date.

(b) The employee shall not be removed from the Bid Assignment unless:

(i) the employee agrees to accept another assignment;

(ii) the employee is transferred or removed by reason of disciplinary action as described in Article 12 or a performance based transfer under Section 17.04, Subd. 2(b);

(iii) The employee is reassigned pursuant to the application of the inverse seniority provisions in this Section 17.02, Subd. 4; or

(iv) The retention of the employee in the assignment would unduly disrupt the operations of the shift to which they are assigned.

(v) However, a Sergeant may be transferred from a Bid Assignment when necessary to satisfy the legitimate needs of the Department so long as such transfers are not arbitrary and capricious.

(vi) An employee may also temporarily be reassigned from a Bid Assignment to administrative leave or limited duty status pursuant to the provisions of Sections 26.01, 26.02 and 26.03.

If an employee in a Bid Assignment who was entitled to receive a night shift differential pursuant to Section 13.05 is permanently reassigned (a reassignment to last more than 30 consecutive calendar days) pursuant to the terms of this Section to an assignment that is not eligible for shift differential, such employee shall receive a lump sum payment in an amount equal to 348 hours times the hourly shift differential rate, as specified in the wage schedule appendix, in effect at the time of such assignment. Such payment shall be made regardless of the reason for the reassignment. An employee shall not receive more than one such reassignment payment per bid year.

Subd. 4. Filling Vacant Bid Assignments

(a) When a Bid Assignment becomes vacant, the Employer retains the discretion whether to fill, change or leave the Bid Assignment vacant.

(b) During the first week of each 28-day scheduling period, the Employer shall post city-wide a list of vacant Bid Assignments to be filled.

(c) Any Eligible Employee may submit a request to fill the vacancy on or before the deadline for employees to submit a request for days off for the next scheduling period. The vacancy will be filled by the assignment of the most senior Eligible Employee who submitted a timely request.

(d) If no employee submits a request, the vacancy shall be filled by a transfer pursuant to Section 17.04, Subd. 3(b).

(e) If the vacancy remains after (c) and (d), the Inspector may leave the Bid Assignment vacant or fill the vacancy by inverse seniority among the Police Officers within that precinct or work group or by assignment of any employee working in a Discretionary Assignment.

(f) This subdivision shall not apply with regard to Bid Assignments for Sergeants.

Subd. 5. Transfers into the Precinct or Assignment of New Employees After the Commencement Date

If, after the Commencement Date, an employee transfers into a Precinct to work in a Bid Assignment by any means other than pursuant to Subd. 4 of this Section, the Inspector may assign the employee to any unclaimed vacant Bid Assignment or create a new Bid Assignment for the employee.

Section 17.03 - Discretionary Assignments

Subd. 1. Establishing Discretionary Assignments and Voluntary Details

The Employer has the discretion to:

(a) Establish or eliminate Discretionary Assignments and voluntary details (specialty duties in addition to an employee's regular assignment).

(b) Establish and modify the selection process and the criteria used to select personnel to fill Discretionary and voluntary details.

(c) Establish and modify the:

(i) the duties associated with the assignment;

(ii) the days of the week in a normal work week and the number of hours in the scheduled work day;

(iii) the minimum qualifications or special skills needed to obtain the assignment; and

(iv) the rank which is necessary to obtain the assignment.

(d) Establish and modify the minimum length of service commitment for an employee who volunteers for a Discretionary Assignment or voluntary detail; except that the minimum length of service shall be one (1) year:

(i) for an employee who was involuntarily assigned to a Discretionary Assignment; or

(ii) if the Employer substantially modifies the essential terms and conditions of the Discretionary Assignment or voluntary detail after an employee has accepted the engagement.

For each Discretionary Assignment, the Employer will maintain an "Assignment Description" that includes the information in (a) through (d), above. However, prior to exercising its discretion with regard to items (a) through (d), the Employer will notify the Federation and any employees in the affected discretionary Assignment or voluntary detail at least 30 days in advance of the effective date of such changes. Failure to give notice is not arbitrable.

Subd. 2. Filling Assignments

The Employer may assign an employee to a Discretionary Assignment or voluntary detail as it deems appropriate, subject to the following:

(a) the provisions of Section 17.02 as to employees in Bid Assignments;

(b) the notice and scheduling provisions of this Agreement; and

(c) Police Officers who have not passed probation will not be assigned to Discretionary Assignments or voluntary details.

The Employer will give notice to employees of opportunities for Discretionary Assignments and voluntary details and give consideration to the expressed interests of employees.

Subd. 3. Special Scheduling Considerations

In addition to the provisions of this Article regarding work schedules, the following provisions shall apply to employees in Discretionary Assignments, if applicable.

(a) *Units with multiple watches.* For units or work groups that assign employees to more than one Watch, once per year the employees may, by seniority within the unit, designate their preference for the watch they will work. However, if the Employer needs to assign employees to a watch different from the employee's preference it may do so. If, after the initial designation:

i. the Employer needs to change the number of employees on a watch, it may do so by seeking volunteers or applying inverse unit seniority; or

ii. the Employer needs to change an employee's start time within a watch, it may do so upon 30-days' advance notice to the employee.

(b) *Canine Unit.* On a day for which a canine officer is scheduled to report for duty to their assigned position with the Department, the normal work day shall be a scheduled shift of nine (9) consecutive hours of work and one (1) hour of canine maintenance to be performed at the officer's discretion during their non-scheduled hours. Each canine officer shall also perform one (1) hour of canine maintenance each day at their discretion that their canine partner is in their custody even if the officer is not scheduled to work on that day. Accordingly, when a canine officer is excused from a scheduled work day by reason of using their accumulated sick leave, vacation or comp time on a day during which they will still perform canine maintenance duties, their respective account balance shall be reduced by nine (9) hours.

Subd. 4. Reassignment From Discretionary Assignments and Voluntary Details

Reassignment from a Discretionary Assignment or removal from a voluntary detail shall be made according the same provisions applicable to transfers under Section 17.04, subject to the following:

a) The Employer shall honor a request by a Police Officer to return to a Bid Assignment from a Discretionary Assignment so that the employee will be considered an "Eligible Employee" provided the employee has:

i. fulfilled their minimum service requirement; and

ii. given notice of desire to return to a Bid Assignment at least 60 days prior to the posting of Bid Assignments.

If a suitably trained replacement is not available prior to the Commencement Date, the employee shall still be allowed to bid for a Bid Assignment but the reassignment to the Bid Assignment may be delayed until after the Commencement Date if required by the legitimate business needs of the Employer.

b) An employee who has completed the minimum length of service commitment for a voluntary detail may notify the Department of their intention to resign from the voluntary detail at any time. The Department will honor such request and relieve the employee of the duties associated with the voluntary detail within one year of such written notice.

c) The Employer, in its sole discretion, may waive the minimum length of service requirement for any Discretionary Assignment or voluntary detail.

Section 17.04 - Transfers

A "transfer" is the change, for a period of more than 30 days, of an employee's assignment to a precinct, unit or other work group.

Subd. 1. Transfer of Employees in Discretionary Assignments Initiated by the Employer

Subject to the notice requirements of this Article 17, the Employer may, as it deems necessary, transfer an employee serving in a Discretionary Assignment to any Bid or Discretionary Assignment. The Department agrees that, upon the request of an employee, it will advise the employee of the reason for such action.

Subd. 2. Transfer of Police Officers in Bid Assignment Initiated by the Employer

(a) Police Officers in a Bid Assignment may be transferred subject to the provisions of Section 17.02, Subd. 3(b).

(b) The Employer may transfer a Police Officer to another Bid Assignment based on articulable performance issues as provided in this paragraph (b). The types of issues which form the basis for a transfer under this provision may include, but are not limited to:

- Behavioral/attitude changes
- Conflicts with supervisors/co-workers
- Increase in complaints against the employee
- Increase in unexplained absenteeism/use of sick leave
- Placement of an employee on a Performance Improvement Plan (PIP)

Before a transfer is made, the employee's direct supervisor, or another supervisor after consulting with the direct supervisor, will meet with the employee to discuss the performance issues. If the supervisor determines that a transfer may be appropriate under the circumstances, the supervisor will give the employee written notice as to: the issues that require correction; a reasonable period for the employee to make the needed corrections; and that they may be transferred if the issues are

not corrected within the specified period. The notice is not required if the employee agrees to a transfer.

Either the supervisor or the employee may request Federation participation in the initial meeting and any follow-up meetings.

A transfer under this paragraph is not grievable, except that the grievance procedure may be used for the limited purpose of challenging whether there are any articulable performance issues and/or whether the employee was given the required notice.

A transfer under this paragraph neither precludes the imposition of discipline for just cause nor limits management's rights to transfer an employee in a Bid Assignment under Section 17.02, Subd. 3(b).

A transfer under this paragraph will be documented and included in the employee's personnel record and the supervisor(s) in the employee's new assignment will be given appropriate notice of the circumstances surrounding the transfer.

Subd. 3. Transfers Initiated By the Employee

The Employer acknowledges that its policy is to use reasonable efforts to accommodate a transfer request by an employee, subject to the following and other applicable terms of this Agreement.

(a) With regard to supervisory personnel (those serving in the rank of Sergeant and above), nothing shall give the employee an absolute right to transfer from one assignment to another and the Employer is under no obligation to grant a transfer request.

(b) With regard to personnel having the rank of Police Officer, the Department will generally honor a transfer request provided that the employee has satisfied any applicable minimum length of service requirements in their present assignment and the transfer will not unduly disrupt the operations of the Department. As an additional measure to facilitate transfers, the Federation will maintain a transfer request list for each precinct. An employee may place their name, and any two employees may place their names together, on the transfer list on a "first come, first serve" basis. When a Bid Assignment posted as vacant is not claimed under Section 17.02, Subd. 4(c), transfer offers will be made to from such transfer list. If an employee(s) declines a transfer offer, their name(s) shall be removed from the list. An employee(s) may remove their name(s) from the list at any time. If an employee(s) declines a transfer offer, their name(s) shall be removed from the list. An employee may only be on one transfer list at a time.

(c) The Employer, in its sole discretion, may waive the minimum length of service requirement for any Discretionary Assignment.

Subd. 4. Minneapolis Park Police Department

A Park Police officer may be hired as a Minneapolis Police Officer under Section 13.08 ("Prior Sworn Law Enforcement Experience") but may not transfer from the Minneapolis Park Police Department

("Park Police") to the MPD regardless of any provision of the City Charter, Ordinances or Civil Service Rules to the contrary.

ARTICLE 18
WORK SCHEDULES

Section 18.01 - Normal Workday and Work Period

a. The normal workday shall be a shift of either eight (8) or ten (10) consecutive hours of work. The Employer shall have the discretion to determine whether the normal workday for a specific assignment shall be eight (8) or ten (10) hours, except that the normal workday for all Bid Assignments shall be ten (10) hours.

b. The normal work period shall be one hundred sixty (160) hours of work in each twenty-eight (28) day scheduling period.

Section 18.02 - Work Schedules

a. The Employer shall create a work schedule for all employees covered by this Agreement showing their assigned shift, the starting time therefore, their scheduled work days and their scheduled days off for the ensuing 28-day scheduling period. The following principles shall apply with regard to establishing the schedule:

1. For employees working a normal workday of ten hours, each scheduling period shall include 16 days of work and 12 days off.

2. For employees working an assignment for which the normal workday is eight hours, each scheduling period shall include 20 days of work and 8 days off.

3. When a holiday falls within the 28-day scheduling period, the number of scheduled days of work during the scheduling period shall be reduced by one for each such holiday.

4. Reasonable consideration shall be given to employee requests for days off consistent with the needs of the Department. To be considered, however, an employee must submit their request not less than fifteen (15) days before the beginning of the next scheduling period.

5. An employee may generally be scheduled to work up to six (6) days consecutively. If an employee is scheduled to work six (6) consecutive days, they must generally be scheduled to have at least two (2) consecutive days off before they are scheduled to return to work. An employee's commander shall have the discretion to deviate from the maximum number of consecutive days of work or the minimum consecutive days off.

b. Work schedules shall be posted no later than 0001 hours on the tenth (10th) calendar day prior to the beginning of the scheduling period.

Section 18.03 - Temporary Change in Shifts

The Department shall have the right to temporarily depart from an officer's bid shift (hours of work), if applicable, and their posted 28-day work schedule subject to the following:

Subd. 1. General Rules Governing Change in Shift/Work Schedule

a. When a change to an employee's work schedule is to be made, the Department shall attempt to provide the employee with as much advance notice as is possible and a minimum of eight (8) off-duty hours between work assignments.

b. Such temporary changes in an employee's shift shall not normally exceed thirty (30) calendar days.

c. Nothing in this Article shall be construed as a limitation or restriction upon the Department respecting the scheduling of employees and/or the operation of the Department in Public Safety emergency situations as declared by the Chief of Police or the Mayor of the City of Minneapolis.

d. Compensation.

1. *Employees in a Bid Assignment.* For employees in a Bid Assignment, hours worked that are different from the employee's bid shift (including any hours which would have fallen within the posted schedule had no such departure been made) shall be compensated at the overtime rate as provided in Section 20.02.

2. *Employees in a Discretionary Assignment.* For employees in a Discretionary Assignment, hours worked that are different from the employee's posted 28-day work schedule (including any hours which would have fallen within the posted schedule had no such departure been made) shall be compensated at the overtime rate as provided in Section 20.02.

3. *Limitation on Compensation With 14-Days' Advance Notice.* When the employer changes the hours of work for a block of consecutive scheduled work days after the posting of the 28-day schedule for reasons other than training or a voluntary change, the change of shift compensation shall be payable only for the first day of the block of consecutive work days provided the employer gives the employee written notice of the change not less than 14 days in advance.

4. *Change of Shift Compensation Paid in Cash.* All change of shift compensation shall be payable in cash. An employee may not elect to be compensated in compensatory time for change of shift compensation. However, if an employee otherwise becomes entitled to overtime for working hours departing from the changed work schedule, such overtime shall be subject to all provisions of Article 20.

Subd. 2. Exceptions to the General Rule – Special Circumstances

a. Training

1. *Prior to Posting Schedule.* If the Employer gives an employee written notice of a change in the employee's normal hours of work prior to the posting of the 28-day work schedule, there shall be no compensation if the change is to accommodate required training for the employee.

2. *After Posting Schedule.* After the 28-day schedule is posted, the employer may change the hours of work on a scheduled work day without compensation to accommodate required training for the employee, provided the employer gives the employee at least 14 days advance written notice.

b. Voluntary Changes

1. No change of shift compensation is payable for changing an employee's hours of work or days of work if the change is voluntary. "Voluntary" means: a request initiated by an employee; or a request initiated by the employer for which an employee may decline without sanction.

2. Changes for "Career Enrichment Assignments" are considered voluntary.

3. The employer shall grant a shift-change request made by an employee who is on limited duty status resulting from a qualified IOD injury when such request is to allow the employee to attend physical therapy or a medical appointment relating to the injury during on-duty time.

c. Fitness for Duty. Where an unplanned and immediate temporary change in shift is made necessary because of issues relating to the employee's physical or mental fitness for duty, the Department may, at its sole discretion:

1. change the employee's assignment and work schedule and pay the compensation specified in the Section 18.03, Subd. 1;

2. change the employee's assignment using the same hours as specified on the employee's posted schedule thereby avoiding the obligation to pay additional compensation; or

3. offer the employee another assignment with different hours which, if accepted, would be considered a voluntary change in shift for which no additional compensation is payable. If the Employee declines such offer, they may take unpaid leave or paid leave to the extent of the employee's applicable accrued benefits.

d. Investigations. Where an unplanned and immediate temporary change in shift is made necessary because the employee is under investigation for alleged misconduct, the Department may, at its sole discretion:

1. change the employee's assignment and work schedule and pay the compensation specified in the above Section 18.03, Subd. 1;

2. change the employee's assignment using the same hours as specified on the employee's posted schedule thereby avoiding the obligation to pay additional compensation; or

3. offer the employee another assignment with different hours which, if accepted, would be considered a voluntary change in shift for which no additional compensation is payable. If the Employee declines such offer, they may take unpaid leave or paid leave to the extent of the employee's applicable accrued benefits.

Any compensation payable under this Section 18.03, Subd. 2(d) may be held in abeyance until the conclusion of the investigation and the final resolution of any resulting disciplinary action. If a disciplinary action resulting in a penalty more severe than a letter of reprimand is sustained, the Department shall be relieved of any obligation to pay such compensation.

ARTICLE 19
NEW HIRES AND PROMOTIONS

Section 19.01 - Probationary Period for New Hires

While assigned and compensated as a "recruit", a Police Officer shall always be on probation and shall be limited to those duties directed and assigned by the Chief. Upon successful completion of the Recruit Academy, or upon initial hire through the Lateral Hiring Process in Section 13.08, an employee shall serve a probationary period of twelve (12) full months of actual work.

Section 19.02 - Promotions

a. *Examinations*. Promotional examinations, as defined in Civil Service Rule 6.05, shall be offered to current sworn employees in the classified service who meet minimum qualifications to compete for promotion to the classes of sergeant, lieutenant or captain. Promotional examinations under the Civil Service Rules shall not be required for promotion to the class of Commander. The Human Resources (HR) Department shall be responsible for developing job-related examination components for all promotional examinations. In doing so, the HR Department will involve the police administration and the Federation to ensure the components consist of bona fide occupational qualifications. Examinations may consist of one or more of the following components: written test, oral interview, rating of education**,** skills, and/or experience, practical/work sample, performance history, physical performance, or other components so long as they have been discussed with the police administration and the Federation. The HR Department retains the discretion to establish the examination components and the relative weight of each component. The candidates advancing to successive components in the examination may be restricted to the most highly qualified candidates. Once the components and/or criteria are posted and applications are received, the Employer shall not deviate from the declaration without a legitimate business reason and after providing proper notice and rationale to the Federation for comment and to the

candidates. Matters related to unilateral changes in the criteria and/or components after receiving applications shall be subject to Expedited Arbitration as defined in Section 11.06, notwithstanding the "mutual agreement" provisions.

b. *Disqualification.* The Human Resources Department may refuse to examine, refuse to certify, or remove from a list of eligible candidates an individual in accordance with the provisions of Civil Service Rules 6.12 and 7.04

c. *Ties.* Whenever two or more candidates have the same score on the overall examination, the Human Resources Department may break the tie in accordance with the provisions of Civil Service Rule 6.13.

d. *Eligibility Lists.* The Human Resources Department may determine the expiration date of a list of eligible candidates for the classes of sergeant, lieutenant and captain. The expiration date for the list of eligible candidates shall be provided on the job posting for these classes.

e. *Ranking of Eligible Candidates*. Eligible candidates for the classifications of sergeant, lieutenant and captain shall be ranked from highest to lowest based upon their composite examination score.

f. *Certification; Rule of 3.* Upon receiving a requisition to fill a vacancy, the Human Resources Department will certify and send to the Department the names of the three top-ranking eligible candidates for a single vacancy and one additional person by rank order for each additional vacancy. Certification shall be made first from a layoff list generated from abolishment of a position, then from a medical layoff list and then from the examination list.

g. *Probation.* Employees promoted to a different job class must serve a probationary period of six months of actual work in the promoted class. Completion of probation requires working six full months under the direct control and supervision of an MPD supervisor. However, temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary period. When an employee is promoted to the rank of Sergeant, the employee shall complete a three (3) month orientation program before the probationary period begins. The purpose of the orientation program is to provide the employee with an introduction to duties they may be assigned to perform in the rank of Sergeant but may not have experienced while a Police Officer. As a component of the orientation program, the employee shall serve at least one month in an assignment where the primary duties are investigations and at least one month in an assignment where the primary duties are supervising Police Officers.

Because the promotion or change to a different job class requires employees to demonstrate different job skills or assume additional responsibilities, their job performance in the new classification is to be evaluated by the Department as if they were new employees. Employees who demonstrate inappropriate conduct or are substandard in the performance of their new responsibilities are subject to removal and reassignment to the classification in which they served before promotion. Such action taken prior to the completion of probation is not grievable.

However, employees who exhibit misconduct or who are substandard in the performance of

their responsibilities for reasons which would also affect their performance in the prior job may be subject to disciplinary action up to discharge. Permanent employees may grieve such actions.

Section 19.03 - Promotional Exams

When an employee is scheduled to take a Minneapolis Civil Service promotional examination during his or her regular scheduled hours of duty, the City shall grant reasonable time off to take the examination except in emergencies as declared by the Chief of Police and the Mayor of Minneapolis. If such an emergency occurs, the City shall request the Civil Service Commission to reschedule the examination.

ARTICLE 20
OVERTIME

Section 20.01 - Overtime

This Article is intended to define and provide the basis for the calculation of overtime pay or compensatory time off, as applicable. Nothing herein shall be construed as a guarantee of overtime work. All employees may be required to work overtime.

Section 20.02 - Overtime and Overtime Pay

Subd. 1. Definition of Overtime

Overtime is defined as any hours of work which deviate from an employee's posted work schedule as described in Section 18.02 of this Agreement unless such deviation is voluntary on the part of the employee or is made necessary by required training activities as provided under Section 18.03, Subd. 2(a) (*Temporary Change in Shifts*).

Subd. 2. General Rules for Overtime Work

(a) All overtime, with the exception of off-duty arrest and extension of duty to perform required job functions, must be approved prior to the employee working the overtime.

(b) When an employee requests compensation for overtime worked and the Employer disputes whether the employee is entitled to compensation for such hours or to compensation for such hours at the overtime rate, the Employer shall notify the employee of the denial of the compensation request. The Employer shall not change an employee's hours in the timekeeping or payroll system without timely notice to the employee.

(c) The department does not generally allow officers of a higher rank to work in an overtime capacity for officers of a lower rank. However, in instances where it becomes necessary for an officer to backfill for an officer in a lower rank taking compensatory time off under Section 20.02, Subd. 5, the officer of higher rank shall always be compensated in cash at 1.5 times the hourly rate for the top step

of the wage schedule for the rank of the position being filled.

Subd. 3. Overtime Compensation

(a) *Employee Discretion.* Except as otherwise specified in this Article, an employee shall be entitled to elect to receive compensatory time off in lieu of cash payment for overtime at any time the employee's compensatory time bank is fifty (50) hours or less.

When an employee works overtime for which the employee may elect to be compensated in cash or compensatory time off:

i. If the employee elects cash, they shall be compensated for such overtime at the rate of one and one-half (1½) times the employee's regular hourly rate.

ii. If the employee elects compensatory time, one and one-half (1½) hours of compensatory time shall be accrued for each hour of overtime worked.

(b) *Employer Discretion.* If the employee's compensatory time bank is more than fifty (50) hours, the Employer shall have the discretion to decide whether to grant or deny a request to receive additional compensatory time off for overtime work.

Subd. 4. Payment of Accumulated Compensatory Time

When an employee is promoted to the rank of lieutenant or above, the Employer, in its sole discretion, may liquidate all or any portion of the employee's entire compensatory time bank by paying the employee such hours at their current hourly rate (the rate in effect immediately prior to the promotion). When an employee separates from service, the Employer shall liquidate all of the employee's entire compensatory time bank by paying the employee for such hours at their current hourly rate (the rate in effect immediately prior to separation).

Subd. 5. Taking Compensatory Time Off

(a) *Employee Requests with Advance Notice.* Except as provided in subparagraph (c), a request under this subparagraph (a) shall be granted to an employee under the following conditions:

i. the employee has given notice of the intent to use compensatory time at least ten (10) days prior to the requested day off;

ii. the request is for a single full shift and not more than two non-consecutive full shifts;

iii. an employee shall not be granted more than two shifts off under this paragraph (a) within the 28-day scheduling cycle; and

iv. the request will not cause the employee's shift, precinct, unit or division

staffing to fall below eighty percent (80%) of: the scheduled staffing for the requested shift as noted on the posted schedule, rounded to the nearest full person (see chart below).

# Scheduled	*# Allowed to Comp Off*	*# Scheduled*	*# Allowed to Comp Off*
20	4	10	2
19	4	9	2
18	4	8	2
17	3	7	1
16	3	6	1
15	3	5	1
14	3	4	1
13	3	3	1
12	2	2	0
11	2	1	0

(b) *Supervisor Discretion.* The Employer retains the sole discretion to grant or deny requests to take compensatory time off when the request is made:

- after the employee has already been granted two requests during a 28-day schedule; or
- on less than 10 days' advance notice; or
- for less than a full shift off; or
- when the request would reduce staffing below the levels referenced in paragraph (a).

However, it is the policy of the Employer to accommodate requests for compensatory time off when granting such request would not cause the employee's shift, precinct, unit or division to fall below the Department's consistently applied minimum staffing levels.

(c) *Exception.* A request for compensatory time off may be denied for days on which days off and/or vacations have been cancelled for all of the personnel in the employee's shift, precinct, unit or division.

Section 20.03 - Special Overtime Practices

Subd. 1. Filling Shifts For Employees Using Compensatory Time.

Overtime worked by an employee to backfill for another employee who is using compensatory time off shall always be compensated in cash.

Subd. 2. Call-Back Minimum

Employees called to work during scheduled off-duty hours shall be compensated at the rate of one and one-half (1½) hours for each hour worked with a minimum of four (4) hours' earned for each such call to work. The minimum of four (4) hours shall not apply when such a call to work is an extension of or early report to a scheduled shift. This provision shall not apply to situations arising out of Section 18.03, *Temporary Change in Shifts*.

Subd. 3. Standby

Employees properly authorized and required by Department rules to standby for duty shall be compensated at the rate of one (1) times the regular hourly rate, except as specified in Subd. 4 or the attached Memorandum of Agreement regarding standby status for specialized investigators. Time shall be calculated to the nearest one-half (½) hour. If standby status is canceled prior to 6:00 p.m. on the day preceding the scheduled standby status, the Department shall not be obligated to compensate an employee for standby status. If standby status is canceled after 6:00 p.m. on the day preceding the scheduled standby status, but before 9:00 a.m. on the day of the scheduled standby status, the Department shall be required to compensate the employee for one (1) hour of standby. If standby status is canceled after 9:00 a.m. on the day of the scheduled standby status, the Department shall be required to compensate the employee for the greater of: two (2) hours of standby; or the compensation specified under this Subd. 3 for time actually served on standby status.

The City shall have three business days to approve or deny the Officer's request for compensation. If not denied within three business days of an Officer's request for any court related compensation, such compensation shall be deemed approved.

Subd. 4. Court, Court Standby, OPCR and Preparation

a. *Court and OPCR.* Employees will be compensated for all time required in court or proceedings of the Office of Police Conduct Review, including time required in *standby* status in anticipation of such appearances when:

   i. The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the Department; or

   ii. The employee's appearance is required by the OPCR.

   Such compensation shall be at the overtime rate for hours that occur outside the employee's posted work schedule. The form of compensation for hours compensable at the overtime rate shall governed by Section 20.02, Subd. 3.

b. *Consultation with Attorneys.* An employee will be permitted necessary time in consultation with attorneys while on-duty, provided the case is within the scope of the employee's employment and, prior approval of such on-duty consultation is received from the employee's immediate supervisor. Employees shall be compensated for all off-duty time spent in consultation with attorneys where:

i. The City (i.e., the Minneapolis City Attorney, an involved county attorney and/or federal authority) requires the employee's attendance at such meeting, and

ii. The consultation cannot reasonable be rescheduled to the involved employee's normal on-duty hours, and

iii. The same *scope of employment* and *prior approval* criteria outlined in Paragraph b., above, are satisfied.

Subd. 5. Employees Serving in Other Agencies by Contract

The City may enter into an agreement with other law enforcement agencies or other governmental agencies, for the purpose of authorizing employees covered under this Agreement to provide services at the direction of such other agency. An employee who participates in such a program remains an employee of the City. Therefore, such an employee is subject to the rules and regulations of the Department and is entitled to the rights and benefits of this Agreement; except as follows:

a. such assignment shall be considered "voluntary" so that the scheduling and shift change provisions of Sections 18.02 and 18.03 shall not apply; and

b. the employee shall obtain prior approval of their supervisor in the Minneapolis Police Department before working overtime which would result in compensation to the employee in excess of any amount for which the agency to which they are assigned is obligated by contract to reimburse the City.

c. All overtime earned in conjunction with such assignment shall be compensated in cash.

Subd. 6. Field Training Officers

An employee who serves as a Field Training Officer (FTO) shall receive compensation for the duties associated with the FTO assignment, in addition to the employee's regular compensation for the hours actually worked, for each work day or part thereof in which they act as an FTO with the responsibilities for reporting on the performance of the trainee. The employee may elect to be compensated for each FTO day by either: one and one-quarter (1¼) hours of compensatory time; or two (2) hours cash compensation at their regular hourly rate. Such election shall be made at the beginning of the FTO program, or as soon thereafter as is practical, and shall be irrevocable for the duration of the FTO program for that class of recruits. An FTO in good standing with the Field Training Program will receive additional compensation of $2,500 each year in which the Field Training Officer meets the program requirements and is selected as a Field Training Officer by the Chief or the Chief's designee. The $2,500 FTO compensation will be divided into quarterly payments. The FTO Program Coordinator will approve the quarterly payments by providing a list of Field Training Officers, who have remained in good standing with the program through the last day of March, June, September, and December, to Payroll for processing at the conclusion of each quarter. The Department will attempt to staff its FTO program with volunteers, but reserves the right to reject a volunteer who it determines is not appropriate to serve as an FTO and to assign employees to FTO duties if the needs of the Department cannot be fully staffed by volunteers. The Department will use its best efforts to reasonably limit the number of consecutive months during which it

will involuntarily assign an employee to FTO duties. An employee who is involuntarily assigned to serve as an FTO for 60 or more shifts a calendar year shall receive ten (10) hours of compensatory time.

Subd. 7. Buy-Back Policing

Participation in the Department's *Buy-Back* is voluntary. An employee who works buy back shall be paid cash compensation for all hours worked therein at one and one-half (1 ½) times the employee's regular hourly rate or, if working under the contract between Hennepin County and the Department for the detox van or a contract between the Department and an officially recognized community organization under the Neighborhood Revitalization Program, the rate specified in such contract.

For purposes of this unique overtime practice, Buy-Back Policing shall mean community crime prevention, special investigative, and other law enforcement activities normally within the scope of the authority conferred upon the Department by the City Charter. Additional activities may be added only upon the express written agreement of the Parties.

Buy-back opportunities shall be available to all employees in the ranks of Police Officer, Sergeant and Lieutenant on a non-discriminatory, consistent basis. Each precinct shall maintain a system of posting buy-back opportunities that includes a description of the duties and the available dates and times so that any interested and eligible employee can sign-up for such duties. The employer shall designate a precinct affiliation for non-precinct employees who desire to work buy-back assignments. Buy-back assignments shall be available, subject to reasonable restrictions to ensure fairness to all eligible employees, on a "first-come, first-served" basis among the employees working at or affiliated with the posting precinct. If the buy-back assignments cannot be filled from within the precinct, the employer may fill such assignments by providing an equal opportunity for volunteers from outside the precinct.

Subd. 8. Canine Maintenance Compensation

a. *Canine Maintenance Premium*. As compensation for the additional canine maintenance duties associated with the assignment to canine officer, an employee who serves as a canine officer shall be paid in cash as follows with regard to the one (1) hour of required canine maintenance: on a day on which a canine officer is scheduled to work, the one (1) hour shall be paid at straight time (one times the officer's regular hourly rate); and on a day that the officer is not scheduled to work, the officer shall be paid at the premium rate of one and one-quarter (1 ¼) times the officer's regular hourly rate.

b. *Veterinary Care*. Time spent in obtaining veterinary care for a canine shall be treated as hours worked. A canine officer shall use their best efforts to arrange for veterinary care during their scheduled duty time. However, if the time of day during which the officer is obtaining veterinary care departs from their posted work schedule, such departure shall be considered as a "voluntary change of shift" under Section 18.03, Subd. 2(b) of the Labor Agreement.

c. *Canine Squad Cars*. The parties acknowledge that to facilitate transportation of a canine and to provide an additional benefit to canine officers for canine maintenance at home and during off-duty hours, canine officers shall be provided with a squad car that may be used to transport the officer and their canine between work and home. The

Department retains the discretion to determine the type of vehicle and the equipment installed thereon, except that the vehicle and equipment shall be consistent with Department standards for use in marked patrol and 911 response.

Subd. 9. Holidays

When an employee works "overtime," as defined by Section 20.02, Subd. 1, on one of the "Major Holidays" as defined by Section 23.03, or as an extension of a shift that begins on a Major Holiday; the effective rate of pay for such overtime hours is 2.25 times the employee's normal (non-holiday) hourly rate. The employee may, subject to the provisions of Section 20.02, elect to receive cash or compensatory time for overtime worked on a holiday.

Section 20.04 - No Duplication of Overtime

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 21
LAYOFF AND RECALL FROM LAYOFF

Section 21.01 - Layoffs and Bumping

Whenever it becomes necessary because of lack of funds or lack of work to reduce the number of employees in any rank, the Chief of Police shall immediately report such pending layoffs to the City Coordinator or their designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Definitions.

1. A "lay off" is when an employee loses their position due to a lack of funds or work even if the action results in the demotion of the employee rather than interruption of their employment.

2. "Bumping" is when an employee who is laid off exercises their right to take a position in a lower rank from an employee with less Classification seniority.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

(1) *Permit* employees shall be first laid off;

(2) Temporary employees (those certified to temporary positions) shall next be laid off;

(3) Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority

The employee first laid off shall be the employee who has the least amount of classification seniority in the rank in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing.

Subd. 3. Bumping

Employees above the rank of Police Officer who are laid off shall have their names placed on a demotion list for their classification. Such employees who have at least two (2) years of City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to the next lower rank previously held permanently by the laid off employee. If the laid off employee cannot properly displace any employee in the next lower rank, such laid off employee shall have the right to displace (bump) the employee of lesser City seniority who was the last certified to progressively lower ranks previously held permanently by the laid off employee and in which job performance was deemed

by the Employer to be satisfactory. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 21.02 - Notice of Layoff

The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days' notice prior to the contemplated effective date of a layoff.

Section 21.03 - Recall from Layoff

A Police Officer who has been laid off may be reemployed without examination in a vacant position of the same rank within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the eligible's name being removed from the layoff list. However, the eligibility of an employee on the layoff list shall be extended for a period of military service while laid off upon notice to the Employer by the employee of such military service. An employee who was laid off and had their name placed on a demotion list shall be entitled to return to the job classification from which they were laid off before a vacancy in such job classification is filled from a promotional list.

Section 21.04 - Effect on Appointed Positions

Employees who hold a rank within the classified service but are serving in an unclassified or appointed position within the City cannot be displaced (*bumped*) within the meaning of this Article by other bargaining unit employees during the time such employees hold their appointed positions. Subject to the provisions of Section 12.05, in the event such a person is removed (un-appointed) from their appointed position they shall have the right to return to their last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank. To the extent such removal causes there to be an excess above the authorized strength at such rank, the excess shall be reduced through attrition. Notwithstanding the foregoing, if a Commander is removed by reason of the elimination of a Commander position(s) as part of a department-wide reduction in staffing that includes a reduction in the number of personnel in the ranks of Lieutenant, Sergeant and/or Police Officer due to budgetary reasons, the "attrition" requirement of the preceding sentence shall not apply.

Section 21.05 - Exceptions

The following exceptions may be observed:

(a) Mutual Agreement. If the Employer and the Federation agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the City Coordinator or their designated representative, employees will be laid off and reemployed upon that basis.

a. Emergency Retention. Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to fourteen (14) calendar days longer to complete an assignment.

ARTICLE 22
VACATIONS

Section 22.01 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanent employees who work one-half (½) time or more. Vacation time will be determined on the basis of continuous years of service, including time in a classified or unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this Article, *continuous years of service* shall be determined in accordance with the following:

(a) Credit During Authorized Leaves of Absence. Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

(b) Credit During Involuntary Layoffs. Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

(c) Credit During Periods on Disability Pension. Upon return to work, employees shall be credited for time served on workers' compensation or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

(d) Credit During Military Leaves of Absence. Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 22.02 - Vacation Benefit Levels

Eligible employees shall earn vacations with pay in accordance with the following schedule:

EMPLOYEE'S CREDITED CONTINUOUS SERVICE	VACATION HOURS PER YEAR
1 - 4 Years	96
5 - 7 Years	120
8 - 9 Years	128
10 - 15 Years	144
16 - 17 Years	168
18 - 20 Years	176
21 or more Years	208

Section 22.03 - Vacation Accruals and Calculation

The following shall be applicable to the accrual and usage of accrued vacation benefits:

a. Accruals and Maximum Accruals. Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including four hundred (400) hours. Accrued benefits in excess of four hundred (400) hours shall not be recorded and shall be considered lost.

b. Negative Accruals Not Permitted. Employees are not allowed to accrue a negative balance in their vacation account.

c. Vacation Usage and Charges Against Accruals. Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

d. Vacation Credit Pay. All bargaining unit employees shall be entitled to elect to receive compensation for vacation time that will be earned in the subsequent year in accordance with the terms of this paragraph. Not less than thirty (30) days prior to the beginning of the payroll year during which the vacation subject to such election is accrued (hereafter the "Accrual Year"):

    i. All employees may elect to receive payment for up to forty (40) hours of vacation time that will be accrued during the Accrual Year.

    ii. Employees who accrue at least 128 hours per year or who have at least 120 hours in their vacation account as of the time of the election may elect to receive payment for up to eighty (80) hours of vacation time that will be accrued during the Accrual Year.

    Such election, once made, shall be irrevocable. Thus, the hours elected for compensation shall not be eligible for use as vacation. Payment to the employee who has elected to receive payment shall be based on the employee's regular base rate of pay in effect on December 31 of the Accrual Year. The vacation credit pay shall be paid to the employee

within sixty (60) days after the end of the Accrual Year. Employees, at their sole option, may authorize and direct the Employer to deposit vacation credit pay to a deferred compensation plan administered by the Employer provided such option is exercised in a manner consistent with the provisions governing regular changes in deferred compensation payroll deductions.

Section 22.04 - Vacation Pay Rates

Subd. 1. Normal

The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Subd. 2, below.

Subd. 2. Detailed Employees

Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Section 22.05 - Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's immediate supervisor with particular regard for the needs of the Employer, the seniority of employee in their rank, and, insofar as practicable, the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action. A vacation request may only be approved to the extent that the employee has sufficient time in their vacation account.

Section 22.06 - Payment for Unused Vacation on Separation

The value of any vacation balance due upon voluntary separation shall be deposited into the employees Post Employment Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 23
HOLIDAYS

Section 23.01 – General

Subd. 1. Holidays

Each permanent, full-time employee shall be entitled to eleven (11) days' leave per year in lieu of taking holidays off with pay. Such Holiday Leave will be used as directed by the Chief of Police in the current year giving reasonable consideration to the request of the employee. The days observed as paid holidays for all permanent, full-time employees are as follows:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples Day (Columbus Day)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The employer retains the right to require employees to work on holidays. If an employee is scheduled to work on the holiday, the employer shall schedule a day off with pay as an alternate holiday for the employee during the same 28-day scheduling period as the actual holiday. At the employer's sole discretion, it may pay the employee in cash for one normal workday in lieu of scheduling an alternate day off.

Employees who are eligible for holiday pay shall also receive two (2) floating holidays per calendar year. Floating holidays may not be carried over if not used during the calendar year.

Subd. 2. Federation Leave

In lieu of an additional holiday for employees, the Employer will donate time to the Federation's Donated Time Account referenced in Section 25.03(g)(6) for each employee of record as of the first day of the first payroll period of each year as follows:

10 hours for each Police Officer
8 hours for each Sergeant
8 hours for each Lieutenant

Section 23.02 - Religious Holidays

An employee may observe religious holidays which do not fall on the employee's regularly scheduled day off. Such religious holidays shall be taken off without pay unless: 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such holidays as vacation; or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of their religious holiday of their intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that the absence of such employee will not substantially interfere with the department's function.

Section 23.03 - Compensation for Work on Holidays.

Subd. 1. Major Holidays

The "regular hourly rate" for all hours worked during any shift which begins on Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (the "Major Holidays") is 1.5 times the employee's hourly rate in effect for work days other than such holidays. The additional compensation payable for working on a Major Holiday shall be payable in cash. Compensation for overtime worked on a Major Holiday is subject to the provisions of Section 20.03, Subd. 9.

Subd. 2. Other Holidays

In lieu of additional compensation with regard to the other holidays recognized in Section 23.01, commencing with the 2011 payroll year, and continuing thereafter, on the first day of the payroll year each employee shall be credited with a holiday time bank consisting of the number of hours of two (2) regular work days. The employee's "regular work day" shall be determined based on the employee's assignment as of the first day of the payroll year. Requests for holiday time off shall be considered by supervisors on the same basis as vacation requests. Holiday time does not carry over from year to year and, therefore; holiday time banks will revert to zero as of 11:59 p.m. on the last day of each payroll year. Accrued but unused holiday time off at the time of an employee's separation from service shall be forfeited and, therefore, no compensation shall be payable for such accrued time.

ARTICLE 24
LEAVES OF ABSENCE WITH PAY

Section 24.01 - Leaves of Absence With Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 24.02 - Bereavement Leave

A leave of absence with pay of three (3) working days shall be granted in the event a permanent employee suffers a death in their immediate family. Immediate family is defined as an employee's Parent, Stepparent, Spouse, Registered Domestic Partner within the meaning of Minneapolis Code of Ordinances, Chapter 142, Child, Stepchild, Brother, Sister, Stepbrother, Stepsister, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparent, Grandchild, Great Grandparent, Great Grandchild, or dependents in the employee's household. For purposes of this subdivision, the terms father-in-law and mother-in-law shall be construed to include the father and mother of an employee's domestic partner.

Bereavement Leave may be used intermittently. However, the three (3) working days must be used within five (5) working days from the time of death or funeral, unless an extension is required for individually demonstrated circumstance. Intermittent use must be approved by the employee's supervisor. Approval will not be reasonably withheld. In the even the supervisor does not approve, the employee may immediately appeal to the next upper level of the hierarchy.

Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individually demonstrated circumstances. Accrued and available leave balances (vacation, sick leave or compensatory time) may be used following current approval practices.

Section 24.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal workday, they shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this Section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave. This Section shall not apply to:

a. Any absence arising from the employee's participation in litigation where such participation is within the scope of the employment of such employee - such absences shall be compensated pursuant to the terms of Section 20.03, Subd. 4 (*Court, Court Standby, OPCR and Preparation*) of this Agreement; or

b. Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant - such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 24.04 - Military Leave With Pay

Pursuant to applicable Minnesota statutes, eligible employees shall be granted leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 24.05 - Olympic Competition Leave

Pursuant to applicable Minnesota statutes, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 24.06 – Organ and Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate an organ or bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

Section 24.07 - Injury on Duty

The Chief of Police, with approval of the Civil Service Commission if necessary, shall grant an employee Injury On Duty (IOD) leave of absence with pay for a physical disability incurred in the performance of law enforcement duty for a period of up to one hundred eighty (180) calendar days in accordance with the length of the disability. Disability incurred in the performance of duties peculiar to law enforcement will apply only to leave necessitated as the direct and approximate result of an actual injury or illness whether or not considered compensable under the Minnesota Workers' Compensation law. Disability resulting

from each new injury or illness incurred in the performance of law enforcement duty, or a recurrent disability resulting directly from a previous injury or illness sustained in the performance of law enforcement duty, will be compensable pursuant to, and where otherwise not in conflict with, the provisions of this Section. Such leave will not apply to disabilities incurred as the direct result of substantial and wanton negligence or misconduct of the disabled employee. The following conditions shall apply to IOD leave:

(a) When employees exhaust the one hundred eighty (180) days as provided in this section but remain disabled, they will be required to then expend their regular earned sick leave and vacation leave in order to obtain compensation during the period of continuing leave of absence resulting from the disability. When the employee has exhausted their sick leave and vacation and still is disabled, the Employer may grant the employee additional disability leave in an amount up to ninety (90) working days. To be eligible for such additional IOD leave, the City's health care provider must certify that the employee will be able to return to the full performance of their duties at the expiration of such extended leave.

(b) When an employee returns to work following their use of earned sick leave or vacation or during the period which they are on extended leave as provided above, regular earned sick leave will be restored to the employee as follows:

SICK LEAVE DAYS UPON EXHAUSTION OF ORIGINAL 180 DAYS	RESTORED DAYS (MAXIMUM)
0 - 50	0 No sick leave restored
60 - 90	20
100 - 199	45
200 or More	90

Section 24.08 - Return from Leaves of Absence With Pay

When an employee is granted a leave of absence with pay under the provisions of this Article, such employee, at the expiration of such leave, shall be restored to their position.

ARTICLE 25
LEAVES OF ABSENCE WITHOUT PAY

Section 25.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by Minnesota statute or by the Employer pursuant to the provisions of this Article upon written application to the employee's immediate supervisor or their designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 25.02 - Leaves of Absence Governed by Statute

The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

(a) Military Leave. Employees shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes. (See also, *Military Leave With Pay* at Section 24.04 of this Agreement.)

(b) Appointive and Elective Office Leave. Leaves of absence without pay to serve in an unclassified or appointed City position or as a Minnesota State Legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes. A vacancy created by a leave to allow an employee to serve in an appointed position or an elected position, other than in the Minnesota Legislature, shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. A vacancy created by a leave to allow an employee to serve in an elected office in the Minnesota Legislature shall be deemed a "temporary vacancy," meaning that that the vacancy may be filled by a detail under Section 16.04, so long as the legislative office is deemed "part-time." If an employee returns from such a leave, they shall have the right to return to their last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank, except when the person is returning to the rank of Captain. To the extent such return from a leave of absence under this Section causes there to be an excess above the authorized strength at the rank of Police Officer, Sergeant or Lieutenant, the excess shall be reduced through attrition.

(c) School Conference and Activities Leave. Leaves of absence without pay of up to a total of sixteen (16) hours during a school year for the purpose of attending school conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

(d) The City of Minneapolis fully complies with the federal Family and Medical Leave Act, 29 U.S. Code Chapter 28. See Family and Medical Leave Policy and Procedures at the City's Policy and Procedures web page.

Section 25.03 - Leaves of Absence Governed by this Agreement

Employees may be granted leaves of absence for the purpose set forth in this Section provided that such leaves are consistent with the provisions of this Section. Except as otherwise provided in this Section 25.03: a leave of absence granted may not be renewed or extended without the expressed mutual consent of the Parties; an employee on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for their classification if no vacancies exist in such classification; and

an employee on leave of less than six (6) months will, at the expiration of the leave, return to a position within their classification.

(a) *Temporary illness or injury*. A leave of absence for illness or injury to the employee or to provide care for a member of the employee's immediate family may be granted for up to 12 months. The employer may require that the condition be properly verified by medical authority. Upon the expiration of the leave, the employee will return to a position, determined at the discretion of the Chief, within their job classification. If the employee is physically unable to return to work upon the expiration of the leave, they will be placed on a medical layoff upon exhausting all accrued leave banks (vacation, sick leave, compensatory time). An employee may remain on the medical layoff/recall list for up to three (3) years.

If an employee is able to return to work upon the determination that they are fit for duty prior to the expiration of the layoff, they shall have the right to return to a vacancy in their last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below their last-held civil service rank where there is a vacancy and shall be considered "on layoff" from their last-held civil service rank, subject to recall to the next available vacancy in that rank.

The vacancy created by a leave of absence for temporary illness or injury shall be considered a "temporary vacancy," meaning that the vacancy may be filled by a detail under Section 16.04 for up to twelve (12) months. The vacancy shall be deemed "permanent," thus requiring the termination of a detail, if the employee is unable to return to work upon the expiration of the leave or, prior to the expiration of the leave, the employee separates from service.

(b) *Education.* A leave of absence may be granted to allow an employee to pursue an educational opportunity that benefits the employee to seek advancement opportunities within the City or carry out job-related duties more effectively. The leave may be granted for a period of up to 12 months and may, at the discretion of the Chief, be renewed one time for up to an additional 12 months. A vacancy created by an initial education leave of twelve (12) months or less shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 16.04. A vacancy created by an initial education leave of more than twelve (12) months or any renewal of an initial education leave shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. If an employee returns from such a leave, they shall have the right to return to a vacancy in their last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below their last-held civil service rank where there is a vacancy and shall be considered "on layoff" from their last-held civil service rank, subject to recall to the next available vacancy in that rank.

(c) *Other Employment.* A leave of absence of up to six (6) months may be granted to allow an employee to serve in a position with another employer where such employment is deemed by the Employer to be in the best interests of the City and will be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 16.04. If the employee does not return to work immediately following the expiration of such leave, the vacancy created by the employee's decision to pursue other employment shall become a

"permanent vacancy" meaning that any detail that had been used to fill the vacancy must terminate and the resulting vacancy may no longer be filled by a detail. If an employee returns from such a leave, they shall have the right to return to a vacancy in their last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below their last-held civil service rank where there is a vacancy and shall be considered "on layoff" from their last-held civil service rank, subject to recall to the next available vacancy in that rank.

(d) *Candidate for Public Office*. A leave of absence of up to 12 months may be granted to allow an employee to become a candidate in an election for public office. A leave of absence without pay commencing thirty calendar days prior to the election is required, unless exempted by the Employer. A vacancy created by such a leave of six (6) months or less shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 16.04. A vacancy created by such a leave of more than six (6) months shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. If an employee returns from such a leave, they shall have the right to return to a vacancy in their last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below their last-held civil service rank where there is a vacancy and shall be considered "on layoff" from their last-held civil service rank, subject to recall to the next available vacancy in that rank.

(e) *Personal Convenience.* A leave of absence of up to six (6) months may be granted for the personal convenience of the requesting employee. A vacancy created by such a leave shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 16.04. If the employee does not return to work immediately following the expiration of such leave, the vacancy created by the employee's absence shall become a "permanent vacancy" meaning that any detail that had been used to fill the vacancy must terminate and the resulting vacancy may no longer be filled by a detail. If an employee returns from such a leave, they shall have the right to return to a vacancy in their last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below their last-held civil service rank where there is a vacancy and shall be considered "on layoff" from their last-held civil service rank, subject to recall to the next available vacancy in that rank.

(f) *Additional Parenting Leave*. A leave of absence of up to twelve (12) consecutive weeks may to granted to an employee who has exhausted their FMLA leave resulting from the birth or adoption of a child and who requests additional parenting leave. A vacancy created by such a leave shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 16.04. During an additional parenting leave, an employee shall continue to accrue seniority and shall be entitled to work off-duty jobs in uniform under the same terms and conditions that apply to active employees. If both parents of the child work for the City of Minneapolis: the additional parenting leave of up to twelve (12) weeks shall be split between the parents (to the extent that both parents request the additional leave); and the Employer shall continue to pay the Employer portion of the health insurance premium, HRA/VEBA contribution and dental insurance premium for an employee who has elected such coverages while such employee is on the additional parenting leave.

(g) *Holiday Donation for Federation Business*. Employees shall be relieved from their regularly scheduled duties to engage in Federation activities in accordance with the terms of this Section.

(1) Federation Personnel – Full Time. The Federation President and/or any personnel they may designate to work exclusively on Federation business on a permanent basis (the "Full-Time Personnel") will be assigned to the Human Resources Unit of the Administrative Services Division and shall continue as employees of the Department with all rights, benefits and obligations relating thereto.

(2) Federation Personnel – Temporary. Members of the Federation Board of Directors or other Federation members (the "Temporary Personnel") shall, from time to time, be relieved from performing their regularly assigned work duties to allow them to engage in Federation business.

(3) Notice of Designation to Perform Federation Business. In order to minimize the disruption to the Department which may be caused by the absence of an employee on leave to conduct Federation business, the Federation shall provide advance written notice to the Department as follows:

i. if the employee will be working exclusively on Federation business for more than six consecutive months (the “Full-Time Personnel”), such notice shall be given as soon as practical but in no event less than sixty days prior to the commencement of the assignment to the Federation;

ii. if the employee will be working exclusively on Federation business for more than one but less than six consecutive months, such notice shall be given as soon as practical but in no event less than thirty days prior to the commencement of the assignment to the Federation;

iii. if the employee will be working on Federation business for all or part of less than thirty-one consecutive days, such notice shall be given as soon as practical but in no event less than fifteen days prior to the posting of the schedule for the scheduling period in question.

Notwithstanding the foregoing, if the employee is seeking a leave from their regular work duties to work on Federation business of a nature for which neither the Federation nor the employee could sufficiently plan in advance, the Federation shall give such notice as soon as is practical.

(4) The parties agree that the Department retains the right to limit an unplanned leave for Temporary Personnel to three consecutive workdays. For the purpose of the foregoing limitation, “work days” are days on which the affected employee was scheduled to work at their regular assignment. The Federation agrees that it will not seek a leave of absence of more than thirty-one consecutive days for Temporary Personnel to work exclusively on Federation business during the months of June, July and August. These limitations shall not apply to the Full-Time Personnel.

(5) The Federation shall have the right and responsibility to direct the activities of personnel while such personnel are engaged in Federation business pursuant to this paragraph. To preserve the right of the Federation to assign the duties of the Full-Time Personnel, the Department shall not order Full-Time Personnel to perform duties for the Police Department, except for: training required for such Full-Time Personnel to retain their POST license and/or good standing as employees of the Minneapolis Police Department; being interviewed under *Garrity* by Internal Affairs; or required participation in criminal or civil litigation relating to duties performed by the employee as a Minneapolis Police officer (collectively the "Mandatory MPD Duties").

The Department may *request* Full-Time Personnel to perform duties for the Department other than the Mandatory MPD Duties. The Full-Time Personnel may accept or decline such requested duties. If accepted, such duties shall be compensated at the "overtime" rate unless the parties enter into a prior written agreement that provides for compensation at the "straight-time" rate.

Full-Time Personnel may volunteer for overtime opportunities in the Department (such as Buyback, MOU shifts, etc.) on the same basis as other MPD personnel and shall be paid at the overtime rate for such work. Full-Time Personnel may also work off-duty jobs, subject to the terms of the MPD Policy and Procedure Manual. Notwithstanding the provisions of this subsection:

i. Except with regard to Buyback and MOU Shifts which are always compensated at the overtime rate just as they are for all other employees, Full-Time Personnel shall not be compensated at the overtime rate for any work for the Department unless they are in paid status (time spent on any combination of Federation business, MPD duties and use of accrued time off banks, with the exception of compensatory time) for at least 80 hours during the same pay period in which the Department work is performed; and

ii. the first eight (8) consecutive hours per shift of time engaged in Mandatory MPD duties shall always be compensated at the straight time rate and consecutive time in excess of eight (8) hours shall be compensated at the overtime rate.

(6) Donated Time Account. The Employer will donate time to the Federation's Donated Time Account for each employee represented by the Federation as of the first day of the first payroll period of each year. The payroll section of the Minneapolis Police Department shall maintain an up-to-date and accurate system of accounting for the accumulation and use of donated time. The payroll section shall contact the Federation office at least once per month to advise the Federation of the balance in this account. Any discrepancies in accounting will be corrected promptly. Up to four hundred (400) hours of unused donated time may be carried over to the next payroll year. Each payroll period, the Federation will contact the Payroll Clerk in the Human Resources Unit to report the hours worked during the payroll period by the full-time and temporary Federation personnel. The number of hours absent from duty and which are spent on Federation business will be

debited from the donated time account. Time relating to the following shall be compensated by the City and shall not be debited from the donated time account: work performed for the Department, including the Mandatory MPD Duties by Full-Time Personnel, voluntary work performed by Full-Time Personnel and the regular assigned duties of Temporary Personnel; and use of vacation days, sick days, and compensatory time. The parties acknowledge that the start time and/or end time entered into the payroll system may or may not reflect the start or end time of Federation Hours actually worked.

Nothing herein shall preclude the Federation from compensating members for the performance of Federation business under certain circumstances, determined in the sole discretion of the Federation, by directing the application of hours from the Federation's Donated Time Account on more than an "hour for hour" basis provided such compensation bears a reasonable relationship to hours actually worked on Federation Business. The rate of compensation payable with regard to hours debited from the Federation's Donated Time Account shall be the regular hourly "straight-time" rate of the individual employee for such hours as established pursuant to the terms of this Agreement.

(h) *Special Rule for Police Officers.* An employee in the rank of Police Officer who is eligible to return to work following a leave of absence granted under this Section 25.03, shall have the right to return to work as a Police Officer regardless of whether a vacancy exists at the time they are ready to return to work, except when there is no vacancy due to a reduction in the number of budgeted "full time employees" in the rank of Police Officer that occurred while the employee was on a leave of absence. In that event, the employee may, at the time they are eligible to return to work, displace an employee in the rank of Police Officer with lesser seniority and the employee with the least seniority may be laid off subject to the provisions of Article 21.

(i) *Consecutive Leaves of Absence Prohibited.* Unless the Parties mutually agree, an employee who is granted a leave of absence for one of the circumstances described in subparagraphs (b) through (e) of this Section 25.03 must return to work and remain in paid status for at least six (6) months before they may be granted another leave of absence for one of the circumstances described in subparagraphs (b) through (e) of this Section.

Section 25.04 - Budgetary Leaves of Absence.

Budgetary leaves of absence may be granted to employees when, in the Employer's sole discretion, it is necessary to reduce its operating budget. Such leaves shall be without pay, however, seniority, vacation, sick leave, and insurance benefits shall not be interrupted or lost on account of the leave. Budget leaves may not be: 1) imposed involuntarily on employees or 2) approved for any other purpose. At the expiration of a budgetary leave, the employee shall return to their department in a position within their classification.

a. *Continuous Leave.* An employee may request a leave of absence for a continuous period of not less than four weeks and not more than 12 months. Such leave shall be taken in increments of not less than one week. To be eligible for the leave, the employee must notify the Employer in writing on or before November 1 of the year prior to the calendar

year in which the leave is to occur. Such written notice shall include the requested starting and ending date of the leave. Once granted by the Employer, the employee must take such leave during the period requested and may not return to work unless the Employer, in its sole discretion agrees.

b. *Intermittent Leave.* An employee who has not taken or committed to a continuous budgetary leave during any calendar year, may request an intermittent unpaid leave of absence for up to 90 days during any calendar year. Such leave may be taken intermittently in increments of not less than one day and not more than 90 days.

(1) *With Binding Commitment.* Intermittent budgetary leave *shall* be granted (subject to the business needs of the Department) if requested by the employee in writing on or before November 1st for leave to be taken in the following payroll year. The written request must specify the number of days of unpaid leave to be taken by the employee. Once the request is received by the Employer, the employee must take unpaid leave in the amount requested, unless the Employer in its sole discretion, agrees. To take the time off, the employee shall notify the Employer at least 30 days before the beginning of the 28-day scheduling period of the days they want off during that scheduling period. Requests for leave made on less than 30 days' notice may be granted or denied by the Employer on the same terms as a request for vacation, however, the Employer shall use its best efforts to accommodate the requests of the Employee. If the Employee has not exhausted their leave or designated the days on which they will be off on or before September 1, the Employer may schedule the time off at its discretion, but shall attempt to do on days mutually agreeable to the employee.

(2) *Without Binding Commitment*. Intermittent budgetary leave *may* be granted if requested by the employee after the deadlines set forth in subsection (1), above. Notwithstanding such request, the employee is not obligated to take such leave. However, the Employer is also not obligated to grant the request. Requests for unpaid intermittent leave without a binding commitment shall be subordinate to requests for vacation and compensatory time off. The employee shall attempt to give the Employer as much advance notice as is reasonably practical.

c. During such budgetary leave of absence, an employee shall continue to accrue vacation, sick leave and seniority and the Employer shall continue to pay the Employer's portion of any health, dental or life insurance premiums in effect with regard to such employee immediately prior to the commencement of such leave. Similarly, the employee shall continue to pay any monthly employee portions in order to maintain benefit levels.

d. During an intermittent budgetary leave, an employee shall be entitled to work off-duty jobs in uniform under the same terms and conditions that apply to active employees.

Section 25.05 - Background Check for Employees Returning to Work After Extended Absence

Prior to reinstating to active duty status an employee who is reinstated pursuant to Section 16.06 or is returning from a leave of absence, layoff or disciplinary action that lasted six months or more, the Employer shall conduct a background check on the employee. In determining whether the employee has

passed the background check, the Employer shall use the same standards as are used to determine whether to disqualify a new hire. The employee shall cooperate by providing to the background investigator(s) such information as is reasonably related to evaluating the employee's fitness for duty. The Employer shall complete the background check as soon as is possible after the employee has provided written verification that the reason for their absence has expired or terminated and that they are available to report for duty. Except in cases of reinstatement pursuant to Section 16.06, if the background check is not completed within 14 days after the employee has provided such written verification of availability, the Employer shall place the employee in paid status (even if the employee is not cleared to return to active duty) effective as of the 15th day after such notice is received; unless the Employer was unable to complete the background check solely because of the employee's failure to cooperate with the investigator(s). Notwithstanding the foregoing, where reinstatement occurs as a result of a grievance or other appeal of disciplinary action, the employee shall be returned to paid status as of the effective date of such award or order. Upon determining that the employee has passed the background check, the Employer shall reinstate the employee to active duty status.

ARTICLE 26
ADMINISTRATIVE LEAVE

Section 26.01 - Placement on Administrative Leave / Limited Duty Status

Subd. 1. Critical Incident - Involved Officers

Involved Officers, as defined below, shall be placed on a mandatory paid administrative leave for a minimum of seven (7) calendar days following the Critical Incident. The duration of the leave shall be as specified in 26.02.

Subd. 2. Critical Incident - Witness Officers

A Witness Officer, as defined in Section 26.05, subd. 1, shall be placed on paid administrative leave for a minimum of seven (7) calendar days. The duration of the leave shall be as specified in Section 26.02.

Subd. 3. Traumatic Incident

An officer who participates in or observes an incident which may have a lasting psychological impact on an officer, as determined by their supervisor (or requested by the effected employee), may be placed on administrative leave. Administrative leave of up to one full workday may be granted by the employee's immediate supervisor. A leave of up to three (3) days may be granted by the Chief or designee, following consultation with the Health and Wellness Unit and the effected employee. The employee may choose to include a Federation Representative in the consultation. If the employee requests administrative leave more than thirty (30) days after the traumatic incident, the request shall be considered in the same manner as a leave of more than one (1) day.

Subd. 4. Work Day Defined for Leave Resulting From a Critical Incident

Leave taken in accordance with Section 26.01, subds. 1, 2, and 3, shall be considered a fully paid regularly scheduled "work day." The officer's schedule may be adjusted in order to avoid, to the extent

possible, the administrative leave from creating an overtime obligation for excess hours in a payroll period. If the leave is extended, the period of the additional paid leave shall be scheduled such that the officer receives their regular pay, but no overtime pay.

Section 26.02 - Duration of Leave.

Subd. 1. Critical Incident

The duration of administrative leave for an Involved Officer or a Witness Officer shall be not less than seven (7) calendar days. The leave may be extended beyond seven days at the discretion of the Chief, following joint consultation with the employee, the Federation, and the Wellness Unit. The limitations on the duration of administrative leave shall not apply when:

1. the officer is unfit for duty as determined pursuant to Article 31; or

2. there is sufficient reliable evidence to support a preliminary conclusion that the officer may have engaged in conduct relating to the incident which, if true, would constitute a terminable offense. In such case, the administrative leave shall be considered to be a leave pending investigation.

Section 26.03 - Return to Work Following Critical/Traumatic Incident

Subd. 1. Psychological Evaluation for Return to Work

Prior to returning to work, a Witness or an Involved Officer will engage in a two-step process before they can be cleared for duty in accordance with MPD policy and procedural manual (Section 7-801) and the following:

1. Each Involved/Witness Officer who was directly involved with a Critical Incident or Traumatic Incident where the leave exceeds three days shall attend a meeting with an approved psychologist from the list kept by the Administrative Services Unit in agreement with the Federation for the sole purpose of the employee's wellness.

2. Additionally, each Involved/Witness Officer will be required to attend a return-to-work meeting with the Employer's contract psychologist for evaluation. Following that meeting, the psychologist will render an opinion regarding fitness for duty and send that document to the Deputy Chief of Professional Standards to determine the suitability for the employee to return to work. If the Employer's contract psychologist renders an opinion that the impacted employee is not fit for duty, the officer will be placed on IOD status. From that point, the Officer's rights and return to work shall be determined pursuant to the provisions of Article 31.

3. The employee shall bear no cost for the meetings referenced in subparagraphs 1 and 2, and, consistent with their paid administrative leave status, their time spent in such meetings shall be determined compensable hours of work.

Subd. 2. Critical Incidents and Traumatic Incidents

1. *Bid Assignment*. Notwithstanding the provisions of Article 17, upon the conclusion of the

administrative leave, a precinct employee on leave from a Bid Assignment may return to their Bid Assignment in their precinct and shift and to the normal duties relating thereto, subject to the discretion of the Chief. In making such assignment, the Chief will consider the customary supervisory discretion with regard to assignment matters. The Chief shall have the final discretion as to the initial assignment of a precinct employee returning from administrative leave based on the Chief's determination of the best interest of the Department and the employee following a joint consultation with the employee, the Federation, and the Wellness Unit.

Absent a written agreement to the contrary, an employee who is returned to duty but is not assigned to their Bid Assignment in accordance with Article 17 may:

a. Not earlier than sixty (60) days following their return to duty, request that the Chief reconsider the employee's desire to return to their Bid Assignment. Thereafter, as soon as practical, the Chief shall meet with the employee, the Federation, and the Wellness Unit. If the parties have not reached a mutual resolution regarding the employee's assignment within the thirty (30) days following the request for reconsideration, the issue of the employee's assignment may be submitted to expedited arbitration. Regardless of the outcome of the arbitration, the employee's rights under Article 17 shall not be restricted for more than one year from the date the employee returns to work.

b. Participate in the next assignment bid under Article 17 without restriction. However, the commencement of such new Bid Assignment shall be subject to the provisions of this Subdivision 2.

2. *Discretionary Assignment.* Upon the conclusion of the administrative leave, an employee on leave from a non-precinct assignment or Discretionary Assignment may return to their previous work assignment and work schedule, at the discretion of the Chief, following joint consultation with the employee, the Federation, and the Wellness Unit.

Subd. 3. Off-Duty Employment; Buy Back

Upon the return to work, the employee may return to any approved off-duty employment and may work Buy Back assignments.

Section 26.04 - Expedited Arbitration

Disputes arising from alleged violations of Sections 26.01 through 26.03 regarding administrative leave resulting from a Critical Incident shall be subject to the Expedited Arbitration provisions of Article 11 at the request of the Federation (notwithstanding the "mutual agreement" provisions).

Section 26.05 - Special Provisions Regarding Critical Incidents

Subd. 1. Definitions

The following terms as used herein shall have the following meanings:

1. *Critical incident*. An incident involving any of the following situations occurring in the line of duty:

    a. the use of Deadly Force, as defined by Minn. Stat. §609.066, by or against a Minneapolis Police Officer; or

    b. a situation in which a person who is in the custody or control of an officer dies or sustains substantial bodily harm.

2. *Compelled Statement.* A statement or written description of events that is required to be given pursuant to the Minneapolis Police Department ("MPD") Policy and Procedure Manual or the lawful order of a supervisor and for which the person so obligated is subject to discipline if the statement or description is not given.

3. *Witness officer*. An officer who witnesses a critical incident but who apparently did not engage in any conduct constituting a critical incident.

4. *Involved officer*. An officer who appears to have engaged in conduct constituting a critical incident.

5. *Police Report*. For the purpose of this Section, a statement in the form of a written statement or a Q & A Interview.

Subd. 2. Communications With and Among Officers Following A Critical Incident

Neither Witness Officers nor Involved Officers shall voluntarily talk to or be asked to voluntarily talk to anyone about the incident, except to:

a. provide details to enable the primary responders or investigators to secure the scene;
b. facilitate the commencement of the investigation;
c. apprehend suspects;
d. allow for officer or civilian safety at the scene; or
e. consult with legal counsel.

Subd. 3. Initial Consultation With Legal Counsel

Witness Officers and Involved Officers shall be allowed a reasonable opportunity to consult with legal counsel before being asked to give a voluntary statement to an MPD Supervisor or an investigator. Immediately after consultation with legal counsel, the legal counsel will inform the ranking investigator or designee if the officer is willing to give a voluntary statement. If the Officer requests, they shall be allowed to consult with legal counsel before giving a compelled statement.

The provisions of this subdivision shall not apply to the information described under Subd. 2 of

this Section.

Subd. 4. Statements and Reports

1. *Voluntary Statements to Investigators.* Voluntary statements to investigators, whether written or oral, may be made at the discretion of the Officer.

2. *Police Reports.* Regardless of whether the officer gives a voluntary statement to investigators, each Witness Officer shall complete a Police Report as soon as practical following the critical incident, unless relieved of the obligation to do so by the ranking investigator or the Chief. Regardless of whether the officer gives a voluntary statement to investigators, each Involved Officer shall complete a Police Report as soon as practical, but in all instances, prior to the expiration of administrative leave, unless relieved of the obligation to do so by the ranking investigator or the Chief. An employee may be required to give both a police report and a Q & A Statement when it is determined that a Q & A Statement is required. If feasible, the lead investigator will advise the Federation Representative before advising the employee. If a Q & A Statement is to be given before the employee is relieved from duty for their work shift, the Q & A Statement shall be taken within a reasonable time.

Subd. 5. Firearms and Equipment

Both Witness and Involved Officers shall make themselves available for a firearms inspection. If investigators request, an officer shall surrender their firearm and any other requested equipment. An officer who surrenders their firearm or equipment and who requests a replacement for items surrendered, shall be provided by the Department with a replacement firearm and/or equipment as soon as reasonably possible. Unless a supervisor has a reason to believe that the officer poses a threat to themself or to others, or unless directed by the ranking investigator, firearms should not be taken from officers at the scene of the Critical Incident.

Subd. 6. Continuing Consultation with Legal Counsel; Cooperation with City Attorney

Witness and Involved Officers are entitled to consult with their legal counsel during the pendency of the critical incident investigation, up to and including any grand jury proceedings. Such reasonable and necessary meeting or meetings shall be considered on-duty time and the fees of the legal counsel may be eligible to be paid by the City pursuant to Minn. Stat. §466.76 and the City's legal fees policy. Officers shall be personally responsible for payment of any legal fees which exceed the hourly rate provided for in the City's legal fees policy. Both Witness and Involved Officers are required to meet with and otherwise cooperate with the Civil Division of the City Attorney's Office as requested with regard to the investigation and subsequent defense of any civil litigation that may arise from a Critical Incident.

Section 26.06 - Administrative Leave Pending Investigation

Subd. 1. Administrative Leave Pending Investigation of Allegations of Misconduct

The Chief or their designee may place an employee on a paid administrative leave of absence or limited duty status pending allegations of severe misconduct. The Chief shall speak with a representative of the Federation regarding the basis for the decision, if practical, prior to placing the employee on leave.

If the Federation is not notified prior to placement on administrative leave or limited duty status, such notification shall be made within three (3) days of placement on administrative leave or limited duty status. The Chief shall cause the investigation of the allegations to be investigated as promptly as possible without compromising the thoroughness the investigation. Upon conclusion of the investigation, the Chief shall make a prompt decision as to whether discipline will be imposed and if so what level of discipline and notify the employee.

Subd. 2. Duration of Leave Pending Investigation of Allegations of Misconduct

The duration of the administrative leave or limited duty status, and any restrictions on the ability of the employee to work off-duty or overtime relating thereto, shall be at the discretion of the Chief for the first 30 days. Thereafter, the duration of the administrative leave or limited duty status and restrictions relating thereto shall be subject to the provisions of this section. After the initial 30-day period, the Federation may request (not more frequently than once every two weeks) that the Chief provide an update on the status of the investigation and/or review the duty status and the restrictions on the employee. After the initial 30-day period, the duration of the administrative leave or limited duty status, shall depend on whether there is sufficient reliable evidence to support a preliminary conclusion that an allegation of severe misconduct may be sustained. If such evidence exists, the administrative leave or limited duty status shall continue at the discretion of the Chief, with status updates bi-weekly if requested by the Federation. If there is not such evidence, the administrative leave or limited duty status shall end and the employee shall return to work in accordance with Section 26.06, Subds. 3 and 4.

Subd. 3. Return to Work After Leave for Investigation of Allegations of Misconduct

Upon the termination of administrative leave or limited duty status the employee shall return to work as follows:

1. An employee who, immediately prior to such leave or status was in a Bid Assignment shall return to their Bid Assignment and duties relating thereto, subject to the normal supervisory discretion with regard to such assignment; or

2. An employee who, immediately prior to such leave or status was in a Discretionary Assignment, may be assigned to any appropriate assignment and duties.

Subd. 4. Off-Duty Employment; Buy Back

Upon the return to work, the employee may return to any approved off-duty employment and may work Buy Back assignments.

ARTICLE 27
SICK LEAVE

Section 27.01 - Sick Leave

Permanent employees who regularly work twenty (20) or more hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness, temporary physical disability, or illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this Article.

Section 27.02 - Definitions

The term *illness*, where it occurs in this Article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

(a) Chemical Dependency. Alcoholism and drug addiction shall be recognized as an illness. However, sick leave pay for treatment of such illness shall be contingent upon two conditions: 1) the employee must undergo an evaluation by a licensed alcohol and drug counselor or substance abuse professional, and 2) the employee, during or following the above care, must participate in a program of treatment and rehabilitation approved by the Employer or recommended by the individual who performed the evaluation in (a)(1) above.

(b) Illness or Injury in the Immediate Family. Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their: child; step-child; spouse; *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142; parent; spouse's parent; sibling; grandchild; grandparent; step-parent; dependents other than their children and/or members of their household. The utilization of sick leave benefits under the provisions of this paragraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 25.02, (d), (*Family and Medical Leaves*) or Minn. Stat. §181.9413.

Section 27.03 - Eligibility, Accrual and Calculation of Sick Leave

If permanent employees who regularly work more than twenty (20) hours per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of ninety-six (96) hours per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

Section 27.04 - Medical Verification

(a) An employee may be required to provide a written statement from a health care professional in attendance verifying that the employee's absence is due to illness and that the employee is unable to work. "In attendance" includes a telephonically prescribed course of treatment by the heath care provider which must be confirmed by a prescription or a written statement by the provider.

(b) A written statement by a health care professional for sick leave may be required only in the following situations:

1. An employee has been absent on sick leave for five or more consecutive scheduled work days;

2. An employee has used more than twelve days of unverified sick leave within the last 12 months;

3. A Request for Leave of Absence for medical reasons has been submitted; or,

4. In cases of suspected fraudulent use of sick leave or where there are patterned absences.

(c) An employee who is required to provide medical verification for sick leave use shall provide the verification no later than two weeks from the request.

Section 27.05 - Interrupted Sick Leave

(a) A permanent employee who has been certified or recertified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this Article.

(b) An employee returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statutes.

(c) An employee, following reinstatement or re-employment within two years after separation, will, upon request, receive credit for prior service in computing sick leave credits. These credits will only apply to severance pay benefits and only after such employee has accumulated sufficient sick leave credits following reinstatement or re-employment to qualify for minimum severance pay benefits. No such credit will be applied to an employee reinstated or re-employed for the second or subsequent time.

Section 27.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 27.07 - Employees on Suspension

Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 27.08 - Employees on Leave of Absence Without Pay

An employee who has been granted a leave of absence without pay, except a military or budgetary leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 27.09 - Workers' Compensation and Sick Leave

Employees shall have the option of using available sick leave accruals, vacation accruals, compensatory time accruals or receive workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave, vacation or compensatory time is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the employees shall receipt for such compensation payments. If sick leave, vacation or compensatory time is used, the employees' sick leave, vacation or compensatory time credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse the Employer for the compensation

payments thus received, by reason of the employee's settlement with a third party, their sick leave, vacation or compensatory time will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 27.10 - Notification Required

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this Article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

ARTICLE 28
SICK LEAVE CREDIT PAY AND SEVERANCE PAY

Section 28.01 - Sick Leave Credit Pay Plan

An employee who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave accrued but unused under the terms and conditions set forth below.

(a) Eligibility. An employee who has an accumulation of sick leave of four hundred eighty (480) hours or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect: whether they want to receive cash payment for all or any portion of their sick leave that is accrued but is unused during the calendar year immediately following the election (the "Accrual Year"); and, if payment is to be made, the method of payment (regular or optional) as described below. The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits their election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the method of payment or the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, they shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year. If an Eligible Employee elects to receive payment, but does not specifically elect the optional method, the optional method shall NOT be used.

(c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

i. *At Least Four Hundred Eighty (480) Hours, But Less Than Seven Hundred*

Twenty (720) Hours. With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least four hundred eighty (480) hours but less than seven hundred twenty (720) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on their election form; or the number of unused sick leave hours earned during the Accrual Year in excess of four hundred eighty (480) hours. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Seven Hundred Twenty (720) Hours, But Less Than Nine Hundred Sixty (960) Hours.* With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours but less than nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on their election form; or the number of unused sick leave hours earned during the Accrual Year in excess of seven hundred twenty (720) hours. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iii. *At Least Nine Hundred Sixty (960) Hours*. With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on their election form; or the number of unused sick leave hours earned during the Accrual Year in excess of nine hundred sixty (960) hours. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iv. *Optional Payment Method*. Payment shall be made for the lesser of: the number of hours indicated by the employee on their election form or the number of unused sick leave hours earned during the Accrual Year, with regard to an Eligible Employee who:

1. has elected to receive payment under the optional method; and

2. as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours of sick leave but has not accumulated enough aggregate hours to receive payment for all of the hours they accrued during the Accrual Year at the rate specified in subparagraph ii. or iii., above.

   The amount of the payment under the Optional Method shall be based on the percentage of the employee's regular hourly rate that would apply to *all* of the hours for which the employee is to be paid (namely, the next lower rate than that for which the employee was otherwise

qualified).

(d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 28.02 Accrued Sick Leave Benefit Pay Plan

Employees who separate from positions in the qualified service and who meet the requirements set forth in this Article shall be paid in the manner and amount set forth herein:

(a) Payment for accrued but unused sick leave shall be made only to employees who:

i. have separated from service; and

ii. as of the date of separation had accrued sick leave credit of no less than four hundred eighty (480) hours; and

iii. as of the date of separation had:

1. no less than twenty (20) years of qualified service as computed for pension eligibility purposes, or

2. who have reached sixty years of age, or

3. who are required to separate because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than four hundred eighty (480) hours accrued sick leave dies prior to separation, they shall be deemed to have separated because of disability at the time of death, and payment for their accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of four hundred eighty (480) hours and a maximum of one thousand nine hundred twenty (1920) hours.

(d) Such severance pay shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

(e) 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of separation.

(f) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the remaining payments shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 29
PHYSICAL FITNESS PROGRAM

Section 29.01 - Fitness Testing.

Subd. 1. Purpose

The purpose of the fitness testing program is to improve the level of physical fitness for the Department by establishing fitness goals for all sworn personnel and a system of assistance and incentives to encourage everyone to attain these goals.

Subd. 2. Definitions

(1) Test - shall mean the entire testing protocol consisting of all of the five elements described in Subd. 4, below.

(2) Component - shall mean any one of the five elements of the test described in Subd. 3, below.

(3) Test Score - shall mean the cumulative numerical measure of performance on all components.

(4) Component Score - shall mean the numerical measure of performance on any component.

(5) Attempt - the act of taking the test or any component, as mandated pursuant to this agreement.

Subd. 3. Test Components

The physical fitness test shall consist of the following components:

(1) Option of Bench Press or pushups to measure upper body strength;
(2) Option of Leg Press or vertical jump to measure lower body strength;
(3) Sit-ups to measure trunk muscular fitness;
(4) Option of GXT Test or 1.5 mile run to measure aerobic power; and
(5) 300 meter run to measure anaerobic power.

The employee may satisfy the aerobic power component by satisfactorily performing either a GXT Test or 1.5 mile run. The employee at their sole discretion may select either the GXT Test or the 1.5 mile run. If the employee selects the GXT Test, they must agree in writing that the test administrator may disclose a numerical test score to the MPD. If an employee selects to do the run, they are still entitled to take one GXT Test per year for their own personal benefit and the results of such GXT Test need not be disclosed to the MPD.

The employee may satisfy the upper body strength component by attaining the standards for either the flat weight or percentage of body weight as measured by the bench press or performing the requisite number of push-ups. The employee may satisfy the lower body strength component by attaining the standards for either the flat weight as measured by the leg press or performing the required vertical jump. The employee must select either the bench press or push-ups and the leg press or vertical jump prior to taking the test.

Subd. 4. Fitness Goals

The fitness goals have been determined and validated as appropriate job-related measures by a consultant with recognized expertise in establishing fitness standards for law enforcement officers. The fitness goals for each component of the test shall be the same as the requirements for successful completion of the academy, but shall not be more stringent than the following:

COMPONENT	GOAL
UPPER BODY STRENGTH	Bench Press - 150 Pounds; or Bench Press - 82% of body weight; or Push-ups - 28
LOWER BODY STRENGTH	Leg Press - 356 Pounds; or Vertical Jump - 16 inches
SIT-UPS	35
300 METER RUN	69 Seconds
GXT TEST (VO2)	35
1.5 MILE RUN	14:43 (minutes : seconds)

Subd. 5. Frequency of Testing

An employee may be required to take the test once per calendar year upon 90 days advance notice. If the employee takes the test, but does not meet each of the Goals, they, at the employee's option, may retest at any time the test is given by the Department during the year. However, an employee may not retest on more than two components within less than 60 days of a prior attempt. An employee who elects to retest and who has attained the Goal on at least three of the Components within 90 days of the retest shall be considered to have attained each of the Goals by retesting only those Components for which they did not initially meet the Goal. An employee who elects to retest and who must take the cardiovascular Component, may opt to take the GXT Test at City expense only twice per year (this limitation includes the initial Test).

Subd. 6. Testing Mandatory; Excused Absences

(1) Physical fitness testing shall be mandatory for all sworn personnel.

(2) Subject to the terms of this paragraph, an employee may seek to be excused from testing. Justifiable reasons for not taking the Test in any given month shall include, but are not limited to, situations in which the employee is:

(A) physically or medically unable to perform;

(B) on a leave of absence (whether paid or unpaid) or pre-approved vacation; or

(C) assigned to a work detail which causes the employee to be unable to take the Test.

(3) An employee seeking to be excused from testing must notify their commander in writing prior to the scheduled testing session of such request and the reason for the request. The commander shall have the discretion to grant requests for reasons (B) and (C) above. The commander shall also have discretion to grant requests for short-term, minor physical conditions subject to the restrictions set forth below. If the commander determines that the employee should be excused, they shall notify the testing administrator in writing (with a copy to the employee). The notice shall also specify the employee's new test date. When so excused by their commander, the employee is not required to report for testing.

(4) If the employee's request to be excused because of a physical or medical condition is refused by their commander, the commander shall refer the employee to the City's health care professional who shall make the determination as to whether the employee is able to take the test.

(5) The City's health care professional may excuse the employee from testing if the professional determines that the employee is suffering from a condition which prevents the employee from performing the test safely or to the best of their ability. The employee shall be tested as soon as is practical after the City's health care professional has certified that the employee is able to perform the Test safely and to the best of their ability. When evaluating an employee's ability to take the test, the City's health care professional may simultaneously evaluate the employee to determine their physical fitness for duty.

Subd. 7. Failure to Take Test

Failure to take the Test, except when excused pursuant to the provisions of Subd. 6, shall be considered insubordination. The first such offense shall be considered a Category B violation under the Department's disciplinary guidelines, however, the maximum disciplinary sanction for a first violation shall be a letter of reprimand. The principles of progressive discipline shall apply to subsequent violations. In addition to any discipline imposed, a new test date shall be assigned to the employee.

Subd. 8. Testing Incentive

An employee who takes the test as required or is excused from testing by the Employer shall receive the following:

1. The employee shall be eligible for reimbursement for the cost of a single membership at the club of their choice pursuant to the terms of Section 29.02 Subd. 3.

2. These benefits shall become effective four times per calendar year on the following "Entry Dates": on the first day of the first payroll period after January 1, April 1, July 1 and October 1

Subd. 9. Fitness Improvement Assistance

The Department will make a variety of resources available to employees who seek assistance in improving and maintaining their level of fitness. These resources will include written materials on exercise, diet, smoking cessation and other relevant health and wellness issues; educational programming; and personal consultations to evaluate an employee's needs and to recommend an appropriate program for improvement. The Department and Federation will continue to review other ideas to improve fitness such as a mentoring program, individual or team competitions or other assistance/motivational programs.

Subd. 10. Fitness Level as Factor in Performance

An employee's performance on the Test relative to the Goals will be considered as a factor in the evaluation of the employee's overall job performance.

Subd. 11. Suspension of Testing

Notwithstanding any provisions of this article to the contrary; the Department, at its sole discretion, may postpone for a period of up to three months or suspend for more than three months or for an indefinite period the administration of the annual fitness test. If the Department exercises its right to postpone testing, the employees for whom testing was postponed shall be tested at the next available opportunity upon the resumption of testing. If the Department exercises its right to suspend testing, it shall notify the Federation in writing not less than one month prior to the month in which testing is to be suspended. Such suspension of testing shall remain in effect until the Department notifies the Federation in writing that testing shall be resumed. Such notice of the resumption of testing shall be given not less than 90 days prior to the resumption of testing. If testing is suspended during any portion of a calendar year, *all* employees shall be treated during such calendar as though they had taken the test. The foregoing shall apply to: employees who did not take the test; and any employees who took the test at any time during the calendar year, whether prior to the suspension of testing or after the resumption of testing, without regard to whether they achieved the Goal for each Component.

Section 29.02 - Health Club Memberships and GXT Test.

Subd. 1. Eligibility

All employees covered by this Agreement are eligible for reimbursement for the cost of a single membership at an approved facility designated pursuant to the terms of this Agreement ("Approved Facility") and an annual voluntary GXT Test or other preventative medical test mutually agreed upon by the parties (the "Annual Test").

Subd. 2. GXT Test

The cost of the Annual Test for all eligible employees shall be paid by the City. Because the Annual Test is voluntary, the results shall not be provided to the employer by the test administrator. Therefore, any follow-up medical treatment resulting from the Annual Test shall be at the discretion and the expense of the employee. Nothing herein shall limit or affect any rights or benefits under Workers' Compensation statutes, disability benefit statutes or other applicable laws.

Subd. 3. Reimbursement for Approved Facility

Subject to the limitation in Subd. 4, below, reimbursement for the cost of a single membership at an Approved Facility(s) shall be made once per year to any employee who, between January 1 and January 31 of the following year, submits proof of the cost of the membership during the preceding calendar year. Reimbursement payments shall be made to employees on or before the last day of February, subject to normal withholding for taxes. Proof of cost may be made by invoices, account statements or verification from the Approved Facility. An employee who separates from service during the calendar year may seek reimbursement, subject to the limitation, for amounts paid by the employee for the cost of the membership during the year up to and including the month in which the employee separates from employment.

Subd. 4. Limitation on Reimbursement

The amount that can be reimbursed by the City for a single membership at an Approved Facility shall not exceed $550. Beginning in 2018, and continuing thereafter, the amount of this limitation shall be adjusted as follows:

(a) In January, 2018, and during each January thereafter, the Health Club Committee, described in Subd. 5, below, shall determine average cost of the lowest published rate (meaning the rate available to the general public, exclusive of negotiated corporate rates or rates negotiated by the City for its employees) for a single club membership at the following facilities: YMCA of the Twin Cities, YWCA of Minneapolis, Life Time Fitness, Anytime Fitness, and Snap Fitness.

(b) The amount of the limitation on reimbursement shall be adjusted from the previous year by the percentage change in the average cost of a single membership from the previous year.

Subd. 5. Selection of Approved Facilities

Approved Facilities shall be any facility that meets the criteria established by the Health Club Committee consisting of a representative selected by the Police Administration, a representative selected by the Fire Administration, a representative selected by the Police Federation and a representative selected by IAFF Local 82. The City shall maintain and make available to employees a list of Approved Facilities.

Subd. 6. No Workouts During Working Hours

No employee may work out while on duty, except as authorized by the Chief.

ARTICLE 30
DRUG AND ALCOHOL TESTING

Section 30.01 - Purpose Statement

Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City and the Federation, by collective bargaining, adopted this Agreement concerning drugs and alcohol in the workplace. This Agreement establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

This drug and alcohol testing Article is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (*Minnesota Statutes* §181.950 to 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (*Public Law* 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this Article shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

Section 30.02 - Work Rules

(a) No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a valid medical reason or when approved by the Employer as a proper law enforcement activity.

(b) No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a valid medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.

(c) No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.

(d) As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.

(e) As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.

(f) Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

(g) The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

Section 30.03 - Person Subject To Testing

All employees are subject to testing under applicable sections of this Article. However, no person will be tested for drugs or alcohol under this Article without the person's consent. The Employer will require an individual to undergo drug or alcohol testing only under the circumstances described in this Article.

Section 30.04 - Circumstances For Drug Or Alcohol Testing

A. Reasonable Suspicion Testing. The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences draw from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment (other than in connection with the employee's official duties); or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol; or

5. Has discharged a firearm loaded with bullets, slugs or shot other than: (1) on an established target range; (2) while conducting authorized ballistics tests; (3) while engaged in recreational

hunting activities; or (4) when authorized by a supervisor to shoot a wounded or dangerous animal or to disable a light, lock or other object which presents an impediment or hazard to an officer who is carrying out their lawful duties.

More than one Agent of the Employer shall be involved in determinations under subsections A.1. and A.2. of this Section 30.04.

The mere request or requirement that an employee be tested pursuant to subparagraph 3, 4 or 5, above, does not constitute an admission by the employer or the employee that the employee has caused an accident or death or injury to another nor does it create or establish any legal liability for the employer or the employee to another person or entity.

B. Treatment Program Testing. The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this Article or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that they will be subjected to Treatment Program Testing.

C. Unannounced Testing by Agreement. The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

D. Testing Pursuant to Federal Law. The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this Article that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this Article conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this Article, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

Section 30.05 - Refusal To Undergo Testing

A. **Right to Refuse**. Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

B. **Consequences of Refusal.** If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds.** No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result.** Failure to provide a Valid Sample with a Certified Result shall constitute a refusal to undergo drug or alcohol testing under this Section 30.05. A "failure to provide a Valid Sample with a Certified Result" means: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; or 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

Section 30.06 - Procedure For Testing

A. **Notification Form**. Before requiring an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of this *Drug and Alcohol Testing Article*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample**. The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet the criteria specified in Subds. 1, 3, and 5 of that statute.

D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, Subd.1. The employer shall, not less than annually, provide the Federation with a list or *access to a list* of substances tested for under this Article and the threshold limits for each substance. In addition, the employer shall notify the Federation of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

E. **Positive Test Results**. In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of their right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

Section 30.07 - Rights Of Employees

Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;

B. The right to request and receive from the Employer a copy of the test result report;

C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;

D. The right to submit information to the employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;

G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;

H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;

J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

Section 30.08 - Action After Test

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or on the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. **Positive Test Result.** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

1. **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with and LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may impose discipline up to and including discharge of the employee from employment. In determining the appropriate level of discipline for a second offense, the Employer shall consider the employee's employment history and the length of time between the first and second offense.

B. Suspensions and Transfers.

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to

another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use their accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of their normal work day pursuant to this Paragraph B, the Employer may not prevent the employee from removing their personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that law enforcement action may be taken if the employee attempts to drive.

C. **Other Misconduct.** Nothing in this Article limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of this collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. **Treatment Program Testing.** The Employer may request or require an employee to undergo drug and alcohol testing pursuant to the provisions of Section 30.04, Subd. 2.

Section 30.09 - Data Privacy

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result are requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

Section 30.10 - Appeal Procedures

A. Employees may appeal discipline imposed under this Article through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing Article which are appealed to the Minneapolis Civil Service Commission, available appeal procedures are as follows:

(1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

(2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

(3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within thirty (30) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal must be submitted in writing to the Minneapolis Civil Service Commission, Room #100 Public Service Center, 250 South 4th Street, Minneapolis, MN 55415-1339.

Section 30.11 - Employee Assistance

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

Section 30.12 - Distribution

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this Article.

Section 30.13 - Definitions

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.

C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.

F. ***Drug and Alcohol Testing***, ***Drug or Alcohol Testing***, and ***Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

H. ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.

I. ***Employee*** for the purposes of this Article means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.

J. ***Employer*** means the City of Minneapolis acting through a department head or any designee of the department head.

K. ***Federal Agency*** or ***Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

L. ***Individual*** means a natural person.

M. ***Initial Screening Test*** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

N. ***Legitimate Medical Reason*** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter

medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.

O. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

P. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 30.06, Subd. 4 of this Article.

Q. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

R. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

S. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

CITY OF MINNEAPOLIS
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION)
AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the *Drug and Alcohol Testing Article (Article 30)*. of the Collective Bargaining Agreement between the City of Minneapolis and the Police Officers Federation of Minneapolis. I hereby consent to undergo drug and/or alcohol testing pursuant to Article 30, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the City of Minneapolis. I further understand that the results of this testing may affect my employment status as described in Article 30.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

_____	_____
Name (Please Print or Type)	Social Security Number
_____	_____
Signature	Date
_____	_____
Witness	Date

ARTICLE 31
FITNESS FOR DUTY

Section 31.01 - Statement of Policy and Purpose

The Minneapolis Police Department and its employees know that the performance of law enforcement duties is inherently demanding and that such duties are sometimes performed under dangerous conditions and/or in a stressful environment. It is, therefore, important to the Department for the safety of its employees and the public to ensure that all personnel in the service of the Department are medically, psychologically and emotionally fit for duty. It shall be the policy of the Minneapolis Police Department to require fitness for duty examinations in accordance with the provisions set forth herein.

It is the purpose of this Article is to establish standards and procedures for identifying and diagnosing officers of the Department who may suffer from medical, psychological or emotional conditions which impair their ability to perform their job duties satisfactorily. This Article shall be administered in a manner which is consistent with the Department's desire to treat affected employees with dignity and respect under such circumstances and to provide information and assistance to them concerning their fitness for duty.

It is the goal of the City of Minneapolis to have healthy and productive employees and to facilitate successful treatment for those employees experiencing debilitating health problems. In furtherance of this goal, the Department is committed to applying this Article to promote rehabilitation, rather than discipline, while minimizing the interruption to the employee's life and career and to the employer's operations.

Section 31.02 - Circumstances Requiring Fitness For Duty Examinations

The Department may require an employee to be examined under this Article in the circumstances described below:

(a) Where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that an employee may not be medically, psychologically or emotionally fit to perform the essential functions of the position to which they are assigned without accommodation. Such reasonable suspicion must be based upon: the observations of at least two supervisors or co-workers who have first-hand knowledge; or upon reliable information provided to a supervisor that the employee is currently exhibiting conduct which reasonably demonstrates that the employee may be suffering from a physical or mental condition which prevents the employee from effectively performing their duties. The decision to require an employee to be examined will be made by a supervisor at or above the rank of Inspector for precinct personnel, or at or above Commander for non-precinct personnel, after due diligence to confirm the reliability of the information.

(b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the Department's observation or control for a period longer than six (6) calendar months.

(c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.

(d) Where an employee has been involved in a critical incident where the potential for physical or psychological trauma to the employee was significant.

(e) Where the employee contends they are not medically, psychologically or emotionally fit for duty.

The provisions set forth in paragraphs (b) and (c) above shall not apply to psychological evaluations. However, a Health Care Professional evaluating an employee's physical fitness for duty may recommend that an employee, whom they have examined, be referred for a psychological evaluation, subject to the provisions of Section 31.04 below.

Nothing under this Article 31 shall establish a basis for Drug or Alcohol Testing. Drug and Alcohol testing shall be governed solely by Article 30 of this Agreement and applicable law. However, if the Health Care Professional evaluating the employee reasonably believes the employee, due to alcohol or drug use, may pose a danger to themself or others, the Health Care Professional will notify the Employer of such danger and indicate the symptoms or signs the Employer should look for to minimize the danger. If the danger is considered immediate, the Health Care Professional will summon a ranking member of the MPD administration.

Section 31.03 - Procedures Prior to Exam

Subd. 1. Step 1 - Documentation of Referral Notice and Information to Employee

When any one of the circumstances for examination exists and the related requirements have been satisfied, as set forth in Section 31.02, the Chief shall provide written notice to the employee of the referral for a fitness for duty evaluation. Such notice shall specify: which of the circumstances set forth in Section 31.02 provide the basis for the referral; the name and contact information of the physician or clinic to be conducting the exam; the reason why the doctor is being asked to evaluate and the suspected impact upon the employee's ability to effectively perform their duties (not required if the referral is made under 31.02,(b)); and the date and time of the appointment. The notice shall be given in advance of the appointment so that the employee has an opportunity to consult with the Federation and/or their personal advisor. At the same time as such notice is given, the Employer shall along with the notice, give the employee a copy of all information to be provided by the Department to the Health Care Professional and a summary of all oral communication therewith, unless it is believed that the information in the report is likely to cause harm to the employee or to others, in which case the Federation will be informed of the decision.

Subd. 2. Step 2 - Employee's Duty Status

At such time as the Department determines that an employee shall be required to submit to a fitness for duty evaluation and/or during the time any controversy concerning the employee's fitness for duty is being resolved, the Department may, in its sole discretion, reassign the employee to other duties or relieve the employee from duty. In the latter event, the employee shall be placed on paid leave of absence status which may be revoked if the employee fails to fully cooperate with the Department or its examining physicians and/or other licensed medical providers.

Section 31.04 - Psychological Evaluations; Reasonable Basis; Appeals

No psychological evaluations shall be required in the absence of a recommendation by the Department's examining physician or other licensed medical provider who has a reasonable basis for requiring the psychological evaluation. If able the Department and/or Department's examining physician shall inform the employee of such reasonable basis at the time they are ordered to report for the required psychological examination unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

If the employee disputes the accuracy or legitimacy of the facts upon which the Department's examining physician or other licensed medical provider has relied on concluding that a reasonable basis exists for the required psychological evaluation, the employee may file a grievance contesting the requirement that they submit to the examination. In such event, the employee shall not be required to report for the psychological evaluation until the grievance has been resolved under the expedited arbitration procedures of the Collective Bargaining Agreement. The arbitrator's authority shall be limited to making findings of fact with regard to the disputed facts underlying the reasonable basis. The arbitrator does not have the authority to overturn the medical opinion of the examining physician or other licensed medical provider. The Department may relieve the employee from duty without pay or reassign the employee to other duties during the pendency of the grievance resolution proceedings but shall not discipline or discharge the employee for refusing to submit to the psychological evaluation unless the employee refuses to undergo psychological evaluation after an arbitrator has determined, or the Department and the Federation agree, as to the accuracy or legitimacy of the underlying factual basis for the referral. If an employee is relieved without pay, they may use available benefits in order to continue in paid status. If an employee is relieved without pay and it is subsequently determined that the Department lacked a reasonable basis to require a psychological evaluation, the Department shall make the employee whole by paying the employee for lost work days and/or restoring their benefit banks.

Section 31.05 - Examining Physicians; Costs

The physicians and/or other licensed medical providers relied upon by the Department in the administration of this Article shall be selected and contracted by the Department. To minimize the delay in evaluating the employee, the Department shall have more than one physician and/or licensed medical personnel to conduct fitness for duty evaluations. The Department shall bear all costs associated with fitness for duty examinations required under this Article and all time required by such examinations shall be regarded as "work time" under the Fair Labor Standards Act and the provisions of this Collective Bargaining Agreement.

Section 31.06 - Medical Records; Private

All medical data and records relied upon by the Department in the administration of this Article shall be classified as private data on individuals as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et. seq. All reports, correspondence, memoranda or other records which contain medical data on an employee shall be made available only to the Chief of the Department, those who have the authority and responsibility to represent the interests of the Department in claims involving the Department in any forum or otherwise and others who may specifically be authorized by the employee to

receive such data. The Department shall request an opinion from the Office of the City Attorney in instances where questions arise over the proper distribution or handling of medical data relied upon by the Department in the administration of this Article or in connection with the Department's response to any finding that an employee is not fit for duty.

Section 31.07 - Adverse Findings; Appeals

Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes:

(a) A statement as to whether the employee, is medically and/or psychologically able to perform the essential functions of the job; and

(b) A statement of what, if any, work restrictions the employee has; and

(c) A prognosis for recovery.

A copy of the examining physician's written report shall be provided to the Chief of the Department, those who have authority and responsibility to represent the interests of the Department in claims involving the Department in any forum or otherwise, and others who may specifically be authorized by the employee to receive such data.

In addition to the report provided to the Chief of the Department, the employee may also at the discretion of the examining physician, be provided with additional information including:

(a) A specific diagnosis of the medical condition and the reasons why such problem renders the employee unfit for duty;

(b) A statement of any accommodation that would enable the employee to perform the essential functions of their job; a specific treatment plan, if any; and

(c) A prognosis for recovery and a specific schedule concerning re-examination;

unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

In the event the employee disagrees with the determination of the examining physician or other licensed medical provider that they are not medically, psychologically, or emotionally fit for duty, the employee may submit medical information from a physician or other licensed medical provider of their own choosing. The employee shall be responsible for all costs associated with the second opinion unless such costs are covered by the employee's medical insurance. Where the employee's physician and the Department's physician have issued conflicting opinions concerning the employee's fitness for duty, the Department shall encourage the two physicians to confer with one another in an effort to resolve their conflicting medical opinions. If they are unable to do so within fifteen (15) calendar days after the date of the second opinion, the dispute concerning the employee's fitness for duty may be submitted by either party to a neutral examining physician or other licensed medical provider (the “Neutral Examiner”) who

has expertise regarding the medical, psychological or emotional disorder involved and who is knowledgeable of the environment in which law enforcement duties are performed. The decision of the Neutral Examiner shall be final and binding on the parties. If the Neutral Examiner determines it necessary, the employee shall submit to an evaluation by the Neutral Examiner. If the Neutral Examiner determines that the employee is not fit for duty, they shall issue a written report which includes the information specified above. Notwithstanding the Provisions of Section 31.05, the cost of the Neutral Examiner, to the extent not covered by insurance, shall be split equally between the City and the Federation. The dispute resolution procedures outlined herein shall not apply to Workers' Compensation cases. The Federation and the Department shall establish a list of not less than three qualified Neutral Examiners. In the event the services of a Neutral Examiner are required, the employee shall select the Neutral examiner from the established list.

Section 31.08 - Layoff for Medical Reasons

When an employee who has been found to be not medically or psychologically fit for duty has exhausted their eligibility for Family Medical Leave, sick leave, vacation, and compensatory time banks, the employee may be laid off for medical reasons until they are again capable of resuming the duties. The employee's recall from layoff shall be governed by Section 21.03; however, the Department may require a satisfactory medical report from the City's health services provider(s) before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay (Medical Leave of Absence) may be more appropriate.

ARTICLE 32
SAVINGS CLAUSE

Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided by law, shall be void. All other provisions shall continue in full force and effect.

ARTICLE 33
TERM OF AGREEMENT

Section 33.01 - Term of Agreement and Renewal

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect to and including December 31, 2022 subject to the right on the part of the City or the Federation to open this Agreement by written notice to the other Party not later than June 30, 2022. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

Section 33.02 - Post-Expiration Life of Agreement

In the event such written notice is given and a new Agreement is not signed by the expiration date of the old Agreement, then this Agreement shall continue in force until a new Agreement is signed. It is mutually agreed that the first meeting will be held no later than twenty (20) calendar days after the City or Federation receives such notification.

Section 33.03 - Compensation for Retired Employees, Post-Expiration of Agreement

Employees who retire after the expiration of this Agreement but before the execution of a successor agreement shall be entitled to compensation for hours worked after the expiration of the Agreement at the rate of pay established pursuant to the successor agreement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATORY PAGE

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE CITY:

Holland Atkinson — Date
Director, Labor Relations

Amelia Huffman — Date
Interim Chief of Police

FOR THE ASSOCIATION:

Sherral Schmidt — Date
President

James P. Michels — Date
Federation Attorney

APPROVED AS TO FORM:

Assistant City Attorney — Date
For City Attorney

CITY OF MINNEAPOLIS:

Heather Johnston — Date
City Coordinator

COUNTERSIGNED:

Finance Officer — Date

ATTACHMENT A

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Medical Screening for Air Purifying Respirators

RECITALS

The City of Minneapolis (hereinafter "Employer") and The Police Officers' Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (the "CBA") that is currently in force.

The Employer has determined that all sworn personnel should be fitted for Air Purifying Respirators ("APRs").

The Occupational Safety and Health Administration ("OSHA") regulations provide that before fitting employees for an APR, the employee must provide medical information by completing a questionnaire or having a physical examination.

The Employer desires to use the medical information questionnaire for screening and to require all sworn personnel to complete the questionnaire.

The Federation has asserted that the requirement that all employees complete the questionnaire constitutes a "term and condition of employment" as defined by the Minnesota Public Employees Labor Relations Act ("PELRA").

The Federation has asserted concerns that the disclosure of medical information may have an adverse impact on the employment status of some of its members.

The parties desire to minimize the potential for future disputes and to proceed with providing APRs to all eligible employees on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

The Employer may require all employees in the rank of Police Officer, Sergeant, Lieutenant and Captain to complete the Respirator Certification Questionnaire (the "Questionnaire") in the form attached hereto as Exhibit A; provided that the same policies, practices and requirements as set forth herein are applied to all sworn personnel employed by the Department.

Upon completion, the employee will place the Questionnaire in a sealed envelope and return the envelope to their supervisor. All such envelopes will remain sealed and be sent to the City Doctor for review and evaluation. After they are reviewed, the Questionnaires will be returned to the Human Resources unit of the Department because the City Doctor does not have the capacity to store all of the Questionnaires. The Questionnaires will be enclosed in an enveloped marked "confidential" and stored by the Human Resources unit in a locked file cabinet. Other than filing and storing the documents and retrieving them at the request of the employee or the City Doctor, no MPD personnel will review or be allowed access to the contents of the Questionnaire. Further, the contents of the Questionnaire cannot be used against the employee in any action having an adverse impact on the employee's employment status.

If, based on the information in the Questionnaire, the City Doctor has concerns as to whether the employee would be able to safely wear a tight-fitting APR mask, the employee may be required to be examined by the City Doctor.

If the City Doctor determines, whether by review of the Questionnaire or physical examination of the employee, that the employee cannot wear an APR, the employee will not be issued this type of mask and accommodations will be made for the employee to be provided with an alternative form of respiratory protection, if needed. Further, such a determination will have no adverse impact on the employee's employment status or eligibility for promotion unless the City Doctor discovers a serious, threatening health condition that would prevent the employee from safely and fully performing their duties as a police officer.

If the City Doctor discovers, whether by review of the Questionnaire or physical examination of the employee, evidence of a serious, threatening health condition that the doctor believes could prevent the employee from safely and fully performing their duties as a police officer, the City Doctor shall refer the employee to their personal physician. The employee shall have twenty-one (21) days from the date of referral by the City Doctor to obtain and submit to MPD Human Resources written verification from their personal physician that they are fit for duty. Employees who do not timely submit such written verification shall be referred to the City Doctor for a fitness for duty evaluation. The employee's personal physician will be provided with documentation as to the essential function of a police officer so they are able to make an informed decision as to the employee's duty status.

If the City Doctor discovers, whether by review of the Questionnaire or physical examination of the employee, evidence of a condition the nature of which the City Doctor believes may be immediately life-threatening, the City Doctor shall refer the employee to their personal physician. In such circumstances, the employee must be evaluated by their person physician before they can return to work in any capacity. For the day on which such referral is made and for the next two full days thereafter, the employee shall be placed on paid "administrative leave," except to the extent that they were not scheduled to work such days or had previously taken such days off. The employee may not return to work until they have obtained and submitted to MPD Human Resources written verification from their personal physician that they are fit to return for full duty or to return to work in some limited capacity. If the employee is not declared fit to return to work prior to the expiration of the Administrative Leave, they may use accrued vacation, sick leave or compensatory time. If the employee's condition requires treatment and results in restrictions on their activities for more than one week, the employee must be examined by the City Doctor before returning to work even when the employee's own physician has declared them fit for duty. Depending on the determination of the City Doctor, the employee may be declared fit for full duty, fit for limited duty or not fit for duty. If the employee is declared fit for limited duty, the employee may be placed on limited

duty status and may be given a limited duty assignment if their commander determines that there is limited duty work for the employee to do.

The CBA shall remain in full force and effect. Further, Article 31 of the CBA shall apply with regard to the implementation of this Agreement, except that:

The failure of the employee to obtain and submit to MPD Human Resources written verification from their personal physician that they are fit for duty within the time period set forth in paragraph 5, above, shall constitute a circumstance in which the Department may require a fitness for duty evaluation under Section 31.02 of the CBA.

Where the City Doctor refers the employee to their personal physician for an immediately life-threatening condition and where that condition requires treatment and results in restrictions on the employee's activities for more than one week, such events shall constitute a circumstance in which the Department may require a fitness for duty evaluation under Section 31.02 of the CBA.

The dispute resolution provisions of Section 31.07 of the CBA shall apply to any dispute between the employee's doctor(s) and the City Doctor regarding the employee's fitness for full and unrestricted duty that may arise from the implementation of this Agreement.

The City Doctor shall not disclose to the Department or to any of its personnel (other than the affected employee) any specific information from the Questionnaire or from any subsequent examination of any employee. Notwithstanding the foregoing, the City Doctor may advise the Chief of Police: is not eligible to wear an APR; has been referred to be evaluated by their personal physician within 21 days; or has been referred to be evaluated by their personal physician for an immediately life-threatening condition that renders the employee unfit for duty.

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:

Holland Atkinson — Date
Director, Labor Relations

Amelia Huffman — Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels — Date
Attorney for Police Federation

Sherral Schmidt — Date
President, Police Federation

ATTACHMENT B

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
2020 Health Plan

WHEREAS, the City of Minneapolis (hereinafter "City") and the Police Officers Federation of Minneapolis (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current CBA as it relates to the funding of the Health Plan beginning January 1, 2020;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2020 through December 31, 2020:

1. The City will offer a medical plan with five (5) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica and Ridgeview Community Network are accountable care organizations (ACOs). Medica Self-Insured ("Medica") is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee's date of hire, provided the employee has timely submitted the proper enrollment forms.

2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2019 (the "wellness premiums equivalents") will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2019 (the "standard premium equivalents"). Any changes to the wellness program requirements, including those implemented for 2020, will be as agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2020, the "wellness premium equivalent" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2019. The changes to the wellness program requirements for 2020 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com "My Health Rewards" member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.

3. For the period January 1, 2020 through December 31, 2020, the City will pay $568.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2020 through December 31, 2020, the City will pay $1,544.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee monthly contributions for the period for the period January 1, 2020 through December 31, 2020 are as set forth below.

4. The City will continue the Health Reimbursement Arrangement ("the HRA") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the HRA is funded.

5. The Plan shall be administered by the City or, at the City's sole discretion, a third-party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.

7. The City shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.

8. The City will make a contribution to the HRA in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or their health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

10. Future cost sharing of medical premium equivalent costs between the employer and employees for the medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement, the City shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium increase.

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

12. This agreement does not provide the unions with veto power over the City's decisions.

13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

14. The terms of this agreement shall be incorporated into the Collective Bargaining 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 EMPLOYER:

Holland Atkinson — Date
Director, Labor Relations

Amelia Huffman — Date
Interim Chief of Police

FOR THE UNION:

James P. Michels — Date
Attorney for Police Federation

Sherral Schmidt — Date
President, Police Federation

City of Minneapolis
2020 Monthly Medical and
Dental Plan Rates

Full Time Employees

Medical Plan	Full Cost	City Cost Mthly	City Semi-Mthly	Employee Contribution Mthly	Employee Semi-Mthly	HRA/VEBA Contribution	Annual HRA Contribution
Wellness Rates							
Medica Elect							
Single	$622.00	$568.00	$284.00	$54.00	$27.00	$90.00	$1,080.00
Family	$1,740.00	$1,544.00	$772.00	$196.00	$98.00	$190.00	$2,280.00
Medica Choice							
Single	$668.00	$568.00	$284.00	$100.00	$50.00	$90.00	$1,080.00
Family	$1,862.00	$1,544.00	$772.00	$318.00	$159.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	$592.00	$568.00	$284.00	$24.00	$12.00	$90.00	$1,080.00
Family	$1,654.00	$1,544.00	$772.00	$110.00	$55.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	$574.00	$568.00	$284.00	$6.00	$3.00	$90.00	$1,080.00
Family	$1,608.00	$1,544.00	$772.00	$64.00	$32.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	$574.00	$568.00	$284.00	$6.00	$3.00	$90.00	$1,080.00
Family	$1,608.00	$1,544.00	$772.00	$64.00	$32.00	$190.00	$2,280.00
Standard Rates							
Medica Elect							
Single	$668.00	$568.00	$284.00	$100.00	$50.00	$90.00	$1,080.00
Family	$1,870.00	$1,544.00	$772.00	$326.00	$163.00	$190.00	$2,280.00
Medica Choice							
Single	$718.00	$568.00	$284.00	$150.00	$75.00	$90.00	$1,080.00
Family	$2,002.00	$1,544.00	$772.00	$458.00	$229.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	$634.00	$568.00	$284.00	$66.00	$33.00	$90.00	$1,080.00
Family	$1,774.00	$1,544.00	$772.00	$230.00	$115.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	$616.00	$568.00	$284.00	$48.00	$24.00	$90.00	$1,080.00
Family	$1,728.00	$1,544.00	$772.00	$184.00	$92.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	$616.00	$568.00	$284.00	$48.00	$24.00	$90.00	$1,080.00
Family	$1,728.00	$1,544.00	$772.00	$184.00	$92.00	$190.00	$2,280.00

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
2021 Health Plan

WHEREAS, the City of Minneapolis (hereinafter "City") and the Police Officers Federation of Minneapolis (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current CBA as it relates to the funding of the Health Plan beginning January 1, 2021;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2021 through December 31, 2021:

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica, Ridgeview Community Network and Clear Value (Hennepin Health) are accountable care organizations (ACOs). Medica Self-Insured ("Medica") is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee's date of hire, provided the employee has timely submitted the proper enrollment forms.

2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2020 (the "wellness premiums equivalents") will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2020 (the "standard premium equivalents"). Any changes to the wellness program requirements, including those implemented for 2021, will be as agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2021, the "wellness premium equivalent" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2020. The changes to the wellness program requirements for 2021 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com "My Health Rewards" member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.

3. For the period January 1, 2021 through December 31, 2021, the City will pay $574.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2021 through December 31, 2021, the City will pay $1,560.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee monthly contributions for the period for the period January 1, 2021 through December 31, 2021 are as set forth below. The Union agrees to these rates even though they do not reflect the cost-sharing percentages of 82.5 (City) and 17.5 (employees) required under the prior Letter of Agreement between the Parties. The Union agrees to these rates for 2021 with the expectation that the City will provide adequate consideration in setting rates in the future when the current budget crisis has abated.

4. The City will continue the Health Reimbursement Arrangement ("the HRA") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the HRA is funded.

5. The Plan shall be administered by the City or, at the City's sole discretion, a third-party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.

7. The City shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.

8. The City will make a contribution to the HRA in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or their health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

10. Future cost sharing of medical premium equivalent costs between the employer and employees for the medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement to the contrary, the City shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium increase.

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

12. This agreement does not provide the unions with veto power over the City's decisions.

13. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

14. The terms of this agreement shall be incorporated into the Collective Bargaining 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 EMPLOYER:

Holland Atkinson — Date
Director, Labor Relations

Amelia Huffman — Date
Interim Chief of Police

FOR THE ASSOCIATION:

James P. Michels — Date
Attorney for Police Federation

Sherral Schmidt — Date
President, Police Federation

City of Minneapolis
2021 Medical Plan Rates

Medical Plan	Full Cost	City Contribution		Employee Contribution		HRA/VEBA Contribution	
Wellness Rate							
Full-time Employees		*Monthly*	*Semi-Monthly*	*Monthly*	*Semi-Monthly*	*Monthly*	*Annual*
Medica Elect							
Single	**$634.00**	$574.00	$287.00	$60.00	$30.00	$90.00	$1,080.00
Family	**$1,774.00**	$1,560.00	$780.00	$214.00	$107.00	$190.00	$2,280.00
Medica Choice							
Single	**$682.00**	$574.00	$287.00	$108.00	$54.00	$90.00	$1,080.00
Family	**$1,900.00**	$1,560.00	$780.00	$340.00	$170.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	**$602.00**	$574.00	$287.00	$28.00	$14.00	$90.00	$1,080.00
Family	**$1,682.00**	$1,560.00	$780.00	$122.00	$61.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	**$584.00**	$574.00	$287.00	$10.00	$5.00	$90.00	$1,080.00
Family	**$1,636.00**	$1,560.00	$780.00	$76.00	$38.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	**$584.00**	$574.00	$287.00	$10.00	$5.00	$90.00	$1,080.00
Family	**$1,636.00**	$1,560.00	$780.00	$76.00	$38.00	$190.00	$2,280.00
Medica ACO 4 ClearValue (Hennepin Health)							
Single	**$584.00**	$574.00	$287.00	$10.00	$5.00	$90.00	$1,080.00
Family	**$1,636.00**	$1,560.00	$780.00	$76.00	$38.00	$190.00	$2,280.00
Standard Rates							
Full-time Employees		*Monthly*	*Semi-Monthly*	*Monthly*	*Semi-Monthly*	*Monthly*	*Annual*
Medica Elect							
Single	**$680.00**	$574.00	$287.00	$106.00	$53.00	$90.00	$1,080.00
Family	**$1,904.00**	$1,5604.00	$780.00	$344.00	$172.00	$190.00	$2,280.00
Medica Choice							
Single	**$732.00**	$574.00	$287.00	$158.00	$79.00	$90.00	$1,080.00
Family	**$2,0402.00**	$1,560.00	$780.00	$480.00	$240.00	$190.00	$2,280.00
Medica ACO 1 Fairview, North Memorial, HealthEast							
Single	**$644.00**	$574.00	$287.00	$70.00	$35.00	$90.00	$1,080.00
Family	**$1,802.00**	$1,560.00	$780.00	$242.00	$121.00	$190.00	$2,280.00
Medica ACO 2 Park Nicollet							
Single	**$626.00**	$574.00	$287.00	$52.00	$26.00	$90.00	$1,080.00
Family	**$1,756.00**	$1,560.00	$780.00	$196.00	$98.00	$190.00	$2,280.00
Medica ACO 3 Ridgeview							
Single	**$626.00**	$5748.00	$287.00	$52.00	$26.00	$90.00	$1,080.00
Family	**$1,756.00**	$1,560.00	$780.00	$196.00	$98.00	$190.00	$2,280.00
Medica ACO 4 Clear Value (Hennepin Health)							
Single	**$626.00**	$574.00	$287.00	$52.00	$26.00	$90.00	$1,080.00
Family	**$1,756.00**	$1,560.00	$780.00	$196.00	$98.00	$190.00	$2,280.00

Delta Dental Plan	City Contribution	Employee Contribution
Full-time Employees	*Monthly*	*Monthly*
Single	$32.00	$0.00
Family	$86.00	$0.00

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
2022 Health Plan

WHEREAS, the City of Minneapolis (hereinafter "City") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current CBA as it relates to the funding of the Health Plan beginning January 1, 2022;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2022 through December 31, 2022:

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice is an open access model, and Fairview, North Memorial, HealthEast Vantage with Medica, Park Nicollet First with Medica, Ridgeview Community Network and Clear Value (Hennepin Health) are accountable care organizations (ACOs). Medica Self-Insured ("Medica") is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee's date of hire, provided the employee has timely submitted the proper enrollment forms.

2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2021 (the "wellness premiums equivalents") will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2021 (the "standard premium equivalents"). Any changes to the wellness program requirements, including those implemented for 2022, will be as agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2022, the "wellness premium equivalent" will also apply to all employees who are newly enrolled in the medical plan after June 1, 2021. The wellness program requirements for 2022 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com "My Health Rewards" member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.

3. For the period January 1, 2022 through December 31, 2022, the City will pay $604.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2022 through December 31, 2022, the City will pay $1,634.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee monthly contributions for the period for the period January 1, 2022 through December 31, 2022 are as set forth in Appendix A. The parties agree to these rates even though they do not reflect the cost-sharing percentages of 82.5% (City) and 17.5% (employees) required under the prior Letters of Agreement between the Parties. The City agrees to these rates for 2022 as consideration for adjustments made by the Union for the 2021 rates. The Union agrees that the 2022 rates reflect fair and adequate consideration for its 2021 adjustments.

4. The City will continue the Health Reimbursement Arrangement ("the HRA") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the HRA is funded.

5. The Plan shall be administered by the City or, at the City's sole discretion, a third-party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.

7. The City shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.

8. The City will make a contribution to the HRA in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or their health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

10. Future cost sharing of medical premium equivalent costs between the employer and employees for the medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement to the contrary, the City shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium increase.

11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier or, so long as the City is self-insured, the third-party administrator of the City's plan.

12. This agreement does not provide the unions with veto power over the City's decisions.

13. This agreement does not negate the City's obligation to negotiate with the unions per Minn. Stat. § 471.6161, Subd. 5.

14. The terms of this agreement shall be incorporated into the Collective Bargaining 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 EMPLOYER:

Holland Atkinson Date
Director, Labor Relations

Amelia Huffman Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels Date
Attorney for Police Federation

Sherral Schmidt Date
President, Police Federation

City of Minneapolis
2022 Medical Plan Rates

Medical Plan	Full Cost	City Contribution		Employee Contribution		HRA/VEBA Contribution	
Wellness Rate							
Full-time Employees		*Monthly*	*Semi-Monthly*	*Monthly*	*Semi-Monthly*	*Monthly*	*Annual*
Medica Elect							
Single	**$662.00**	$604.00	$302.00	$58.00	$29.00	$90.00	$1,080.00
Family	**$1,848.00**	$1,634.00	$817.00	$214.00	$107.00	$190.00	$2,280.00
Medica Choice							
Single	**$716.00**	$604.00	$302.00	$112.00	$56.00	$90.00	$1,080.00
Family	**$1,990.00**	$1,634.00	$817.00	$356.00	$178.00	$190.00	$2,280.00
Vantage Plus, Medica ACO							
Single	**$628.00**	$604.00	$302.00	$24.00	$12.00	$90.00	$1,080.00
Family	**$1,752.00**	$1,634.00	$817.00	$118.00	$59.00	$190.00	$2,280.00
Park Nicollet, Medica ACO							
Single	**$608.00**	$604.00	$302.00	$4.00	$2.00	$90.00	$1,080.00
Family	**$1,700.00**	$1,634.00	$817.00	$66.00	$33.00	$190.00	$2,280.00
Ridgeview Community Network, Medica ACO							
Single	**$608.00**	$604.00	$302.00	$4.00	$2.00	$90.00	$1,080.00
Family	**$1,700.00**	$1,634.00	$817.00	$66.00	$33.00	$190.00	$2,280.00
Clear Value (Hennepin Health), Medica ACO							
Single	**$608.00**	$604.00	$302.00	$4.00	$2.00	$90.00	$1,080.00
Family	**$1,700.00**	$1,634.00	$817.00	$66.00	$33.00	$190.00	$2,280.00
Standard Rates							
Full-time Employees		*Monthly*	*Semi-Monthly*	*Monthly*	*Semi-Monthly*	*Monthly*	*Annual*
Medica Elect							
Single	**$712.00**	$604.00	$302.00	$108.00	$54.00	$90.00	$1,080.00
Family	**$1,988.00**	$1,634.00	$817.00	$354.00	$177.00	$190.00	$2,280.00
Medica Choice							
Single	**$766.00**	$604.00	$302.00	$162.00	$81.00	$90.00	$1,080.00
Family	**$2,130.00**	$1,634.00	$817.00	$496.00	$248.00	$190.00	$2,280.00
Vantage Plus, Medica ACO							
Single	**$674.00**	$604.00	$302.00	$70.00	$35.00	$90.00	$1,080.00
Family	**$1,882.00**	$1,634.00	$817.00	$248.00	$124.00	$190.00	$2,280.00
Park Nicollet, Medica ACO							
Single	**$654.00**	$604.00	$302.00	$50.00	$25.00	$90.00	$1,080.00
Family	**$1,830.00**	$1,634.00	$817.00	$196.00	$98.00	$190.00	$2,280.00
Ridgeview Community Network, Medica ACO							
Single	**$654.00**	$604.00	$302.00	$50.00	$25.00	$90.00	$1,080.00
Family	**$1,830.00**	$1,634.00	$817.00	$196.00	$98.00	$190.00	$2,280.00
Clear Value (Hennepin Health), Medica ACO							
Single	**$654.00**	$604.00	$302.00	$50.00	$25.00	$90.00	$1,080.00
Family	**$1,830.00**	$1,634.00	$817.00	$196.00	$98.00	$190.00	$2,280.00

Delta Dental Plan	City Contribution	Employee Contribution
Full-time Employees	*Monthly*	*Monthly*
Active - Single & Family	$68.00	-
COBRA - Single	-	$33.00
COBRA - Family	-	$90.00

ATTACHMENT C

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Interpretation of Section 13.05 of the Labor Agreement (Shift differential)

RECITALS

A. The City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in effect.

B. Section 13.05 of the Labor Agreement provides for the payment of a shift differential payable to employees who "work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m." Section 13.05 further provides that the shift differential shall be paid "for all hours worked on such shifts."

C. A dispute arose as to whether officers who do not normally work a shift qualifying for the differential do work a scheduled shift for which a majority of the hours fall between 6:00 p.m. and 6:00 a.m. This situation occasionally occurs when a day watch officer volunteers to work a night watch shift to cover shift minimums due to the absence (by sick leave or comp time usages) of a member of the night watch.

D. After discussing the issue during a Labor Management Committee meeting, the parties mutually agreed to resolve issues regarding the interpretation of Section 13.05 on the following terms without further cost to either party.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. The intent of Section 13.05 of the Labor Agreement is that the eligibility to receive the shift differential is determined by the status of the shift rather than the employee; except with regard to an employee who is assigned to a qualifying nighttime Bid Assignment, as defined by Section 17.01, (e) or (f) of the Labor Agreement, and who is involuntarily assigned to work daytime hours.

2. Consistent with the intent expressed in Paragraph 1, above, the shift differential should be paid when an employee works "a scheduled shift" that qualifies for the differential regardless of whether

the "scheduled shift" is that employee's regular shift and regardless of whether the employee volunteered to work such "scheduled shift."

3. Buy back hours worked pursuant to Section 20.03, Subd. 7 of the Labor Agreement are not a "scheduled shift" and, therefore, do not qualify for shift differential regardless of the time of day the buyback is worked and regardless of whether the buyback is worked by an employee who is assigned to a nighttime Bid Assignment.

4. The shift differential is not payable when an employee officer who is assigned to a nighttime Bid Assignment voluntarily agrees to work a "scheduled shift" for which a majority of the hours *do not* fall between 6:00 p.m. and 6:00 a.m.

5. The Employer will conduct an audit of payroll records for the period from June 1, 2008, through the implementation date of this Agreement for the purpose of identifying hours worked that should have qualified for the payment of shift differential as determined under the Labor Agreement, and the interpretation thereof as set forth herein, but for which the shift differential was not paid to the employee who worked such hours. Following the conclusion of the audit, the Employer will present the audit findings to the Federation not less than two weeks prior to the proposed date for implementing any back pay to allow the Federation an opportunity to raise questions or concerns regarding the audit. The audit shall be deemed final following the conclusion of the comment period. Back pay shall be paid to affected employees pursuant to the final audit as soon as is practical.

6. The Federation waives any grievances that may have arisen prior to the date hereof on the facts and issues addressed herein.

7. The Labor Agreement remains in full force and effect.

FOR THE CITY OF MINNEAPOLIS:

Holland Atkinson Date
Director, Labor Relations

Amelia Huffman Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels Date
Attorney for Police Federation

Sherral Schmidt Date
President, Police Federation

ATTACHMENT D

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING
Standby Status for Specialized Investigators

RECITALS

A. **WHEREAS**, the City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in force, and

B. **WHEREAS**, even though the Minneapolis Police Department (the "Department") staffs the Homicide Unit 24 hours per day, seven days per week, there is frequently the need for additional investigators during the night and on weekends; and

C. **WHEREAS**, the prior practice (prior to December, 2004) of calling in off-duty personnel was not always effective, did not equitably distribute the burden of intrusions into an employee's off-duty time, and resulted in much confusion and misunderstanding as to the expectations with regard to an employee's obligations and ability to decline a call-in; and

D. **WHEREAS**, in December, 2004, the Department implemented a new practice in which investigators in the Homicide Unit were told that they were "on standby," that they were expected to report for duty if called, and that they would be subject to discipline if they did not respond; and

E. **WHEREAS**, the Labor Agreement contains a provision regarding compensation for standby status; and

F. **WHEREAS**, the Department did not compensate the members of the Homicide Unit Federation for standby in accordance with the terms of the Labor Agreement; and

G. **WHEREAS**, the Federation filed a grievance over the compensation for standby; and

H. **WHEREAS**, the grievance has now been settled; and

I. **WHEREAS**, one element of consideration in settlement of the grievance was to establish reasonable compensation and conditions for standby status for investigators with specialized skills;

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Notwithstanding the plain language of Section 20.03, Subd. 3 of the Labor Agreement to the contrary, the terms and conditions for standby status for Sergeants assigned to the Homicide Unit (the "Employees") shall be governed by the terms of this Agreement.

2. Employees may occasionally receive calls during their off duty hours to assist in resolving issues may arise. It is expected that, when available, employees will respond and for such response will be compensated pursuant to Section 20.03, Subd. 2 of the Labor Agreement. However, an employee who does not or is unable to respond during their off-duty time will not be subject to discipline for such lack of response unless they are "standby."

3. The term "standby" is limited to a status in which an employee, though off duty, is required by the Employer to refrain from the use of alcohol, be accessible and be fully prepared to report to the Homicide Office (Room 108) within sixty (60) minutes. The employee will receive clear and written advance notice that will specify the date and hours that they are to be on standby.

4. The Employer may assign employees to be on call under this Agreement for the limited purpose of providing assistance to on-duty investigators with regard to the investigation of homicides, kidnappings, officer involved shootings, or other serious crimes which necessitate immediate action by investigators with specialized skills. The duration of a standby assignment shall be not more than seven (7) consecutive days without the consent of the Employee and the Federation. The Employer will schedule standby assignments first by seeking volunteers and then by using an equitable rotation system. The scheduling of employees for standby should be of a reasonable duration and frequency, thus respecting the employee's personal life.

5. An employee may fulfill their obligation to serve a scheduled standby shift by finding a replacement to serve on standby. If an employee elects to fill their shift with a replacement, the employee originally scheduled to serve on standby shall give the Homicide Lieutenant advance written notice of the replacement. An employee shall be excused from a scheduled standby shift if they are on a pre-approved vacation or sick leave.

6. An employee who is scheduled to be on standby shall be compensated with fifteen (15) minutes at their regular straight time rate (including longevity and any other applicable premium or differential) for each hour or part thereof that they are on standby if not called in to work. If called in to work, the employee will not receive the standby compensation for the time spent working, but will be compensated for such hours worked according to the call-in provisions of Section 20.03 Subd. 2 of the Labor Agreement. An employee who is scheduled to be on standby on any of the holidays designated in Section 23.01 shall be compensated with twenty (20) minutes at their regular holiday rate, as determined under Section 20.03, Subd. 9, for each hour or part thereof that they are on standby.

7. An employee on standby is required to respond to telephone calls of up to an aggregate time of thirty (30) minutes during the standby period without additional compensation. If the employee is required to spend more than thirty (30) minutes on the telephone, the aggregate telephone time will be treated as a call-in.

8. In order to expedite the response time of an employee who is called in to work, they shall be provided with the use of a fully-equipped squad car while on standby. If called in, the employee shall sign on by radio upon departing for work and shall be compensated as working from the time of sign on until relieved of duty by a supervisor. Because an employee is not restricted from conducting personal business while on standby so long as they remain able to timely report to Room 108, reasonable personal use of the vehicle shall be allowed while on standby.

9. This Agreement does not apply to any employee of the Department other than Sergeants assigned to the Department's Homicide Unit.

10. This Agreement does not apply to court standby for employees of the Department's Homicide Unit or to any type of standby for such employees, other than the limited scope of investigative standby specified in paragraph 4, above.

11. The Labor Agreement remains in full force and effect, except as expressly modified by this Memorandum.

12. The Employer acknowledges and agrees that the terms of this Agreement constitute a reduction from the standby compensation payable under Section 20.03 Subd. 3 of the Labor Agreement and, therefore, does not constitute an increase in the compensation payable to employees represented by the Federation. Accordingly, the Employer agrees that it will not and shall not assert in any forum that the existence or terms of this Agreement create a new or additional element of compensation payable to such employees that should count against the Employer's "salary cap" unilaterally imposed in January, 2003, or against the aggregate economic value of any successor agreement to the Labor Agreement.

FOR THE CITY OF MINNEAPOLIS:

Holland Atkinson Date
Director, Labor Relations

Amelia Huffman Date
Interim Chief of Police

FOR THE UNION:

James P. Michels Date
Attorney for Police Federation

Sherral Schmidt Date
President, Police Federation

ATTACHMENT E

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on January 1, 2020 (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *job bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department

will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

    a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's <u>first</u> such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles

4th Priority: Displaced certified temporary employees
5th Priority: Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether they meet the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of their position. A "Secondary Impact Employee" is an employee who enters the Job Bank because they may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises their displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise their displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any

change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:

   (a) The level of coverage, single or family, shall continue at the level of coverage

   in effect for the laid off employee as of the date of layoff.

   (b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.

   (c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2022. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2022.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

4. Notwithstanding any provision in ordinance or Civil Service Rules to the contrary, an employee who, pursuant to the terms of this Job Bank Agreement:

   i. was designated for lay off and accepts a position with the City that is not represented by this bargaining unit;

   ii. is transferred to a position outside the bargaining unit; or

   iii. is reassigned to a position outside the bargaining unit;

   shall be placed on a Recall List and thereby remain eligible to be recalled to the position they were in prior to entering the Job Bank.

IV. Dispute Resolution.

Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of

the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2022.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:

Holland Atkinson Date
Director, Labor Relations

Amelia Huffman Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels Date
Attorney for Police Federation

Sherral Schmidt Date
President, Police Federation

ATTACHMENT F

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT
Duty Status Review Process

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on January 1, 2020 (the "Labor Agreement"). This Memorandum of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

1. The Duty Status Review Process ("DSRP") described in this Memorandum of Agreement ("MOA") shall be used to resolve disputes as to whether the criteria for retention of the employee on administrative leave/limited duty status under Section 26.02, subd. 2 are satisfied.

2. Notifications sent under this MOA shall be made in the manner and to the individuals as provided in Section 11.04 of the Labor Agreement. However, the time lines referenced in Article 11 of the Labor Agreement do not apply to the DSRP.

3. During the initial discussion (*see Section 26.01, Subd. 4 of the Labor Agreement)* between the Chief and a Federation representative upon the placement of an employee on administrative leave or limited duty status and subsequent discussions thereafter, the parties shall address, among other things, the following:

    a. The nature and severity of the allegation;
    b. The evidence known to date, the expected timeline of the investigation (and, if a subsequent discussion, the progress that has been made since the last discussion);
    c. The employee's appropriate duty status and any restrictions relating thereto, such as:
        - paid administrative leave
        - limited duty
        - eligibility for uniformed off-duty employment
        - eligibility for non-uniformed off-duty employment
        - eligibility for overtime work
    d. The rationale for the determination.

4. The DSRP may be initiated, after the employee has been on administrative leave or limited duty status for 30 days and after a meeting between the parties, or upon the failure of the Chief to meet within 10 days of a request for a meeting, by giving written notice containing the

following information:

a. The name of the employee.
b. The employee's assignment prior to placement on administrative leave or limited duty status.
c. The duty status of the employee and any limitations on off-duty and/or overtime work and the date on which such status and limitations were imposed.
d. The date of prior reviews of the employee's duty status and/or restrictions, if any.
e. A description of the allegations against the employee which resulted in the placement on administrative leave or limited duty status.

5. Following notification to the Employer, the Director of Human Resources shall contact the panel of umpires established under this MOA by broadcast email (with a copy to the Employer and Federation) to give notice that a dispute is pending and seeking availability to consider the case and render a decision within 14 days. The first three umpires to respond with concurring available dates shall be selected. If fewer than three umpires are available within 14 days, the matter shall proceed with two umpires or, if the parties agree, one umpire. Upon determination of the umpires to consider the matter, the parties shall establish the date, time and place to convene the panel for the meeting.

6. The parties shall submit the nature of the dispute and their evidence and arguments by presentation at the panel meeting. All submissions, whether oral or in writing, shall be limited to information relevant to the nature of the allegation(s) under investigation and the evidence relating to the merits of such allegation(s).

7. Written materials may be submitted to the panel in conjunction with the presentation, provided copies of all such materials were provided to the opposing party at least 24 hours in advance. The presentations shall be made on behalf of the Federation by a Board member and on behalf of the Employer by a member of the Police Administration and not by lawyers or other representatives of the parties. Each party shall have no more than one hour to make its presentation to the panel, including any questions posed by the panel. Following the presentation by both parties, each party shall have up to 15 minutes for a rebuttal or a closing statement.

8. Following the presentations by the parties, the panel shall consider the limited issue(s) of:

a. whether the allegation(s) is of a nature severe enough to limit the work assignment of the employee; and/or
b. whether there is sufficient reliable evidence to support a preliminary conclusion that such allegation(s) may be sustained; and/or
c. whether, if the dispute arises more than 60 days after the placement of the employee on administrative leave or limited duty status and at least 30 days after a prior review of the status of the investigation, the duty status of the employee should be modified by reason of the failure of the Employer to proceed with the investigation in a timely manner. The standard of review as to whether insufficient progress toward completion of the investigation has occurred since the prior review shall include consideration of the following:

i. No change in duty status is justified if the failure to make reasonable progress on the investigation is the result of circumstances beyond the control of the Employer;
ii. The mere referral of the investigation to another agency does not constitute "circumstances beyond the control of the Employer."

9. The panel of umpires shall render its decision to the parties in writing as to whether, upon consideration of the issues set forth in paragraph 8, above, the duty status of the employee is to remain as is or be modified. If modified, the panel shall specify whether the employee's status is to be:
   a. modified from administrative leave to limited duty status; or
   b. modified from administrative leave or limited duty status to the duty assignment to which the employee was assigned immediately prior to placement on administrative leave or limited duty.

   The panel may, but is not required to, provide a short statement describing the rationale of its decision.

10. The decision of the panel is final and binding on the parties based on the facts and circumstances known at the time of the decision. The panel's decision is limited to the issue of the employee's duty status pending the outcome of the investigation. The decision of the panel does not establish any precedent regarding the just cause for discipline or for the level of any discipline and the decision of the panel is not admissible in any hearing or proceeding contesting such discipline.

11. The DSRP may be invoked more than once for the same employee with regard to their duty status pending investigation of the same allegations, subject to the provisions for periodic review under Section 26.02, Subd. 2 of the Labor Agreement. To the extent possible, the same panel members shall be used for additional deliberations relating to the same allegations, or new allegations flowing therefrom, against an employee.

12. Notwithstanding the foregoing, a panel decision does not preclude return of an employee to administrative leave or limited duty status if new reliable evidence is discovered with regard to the allegation(s) or other severe allegations. In such case, the process described in paragraphs 3 through 10 shall be followed as if a new allegation had been made, except that the DSRP can be initiated prior to the expiration the 30-day "discretionary period" that would normally apply when an employee is first placed on administrative leave or limited duty status.

13. The Panel of Umpires.

    a. The panel of umpires shall consist of not less than five (5) people mutually agreeable to the parties.

    b. To establish the panel of umpires, each party shall submit to the President of the Board of Business Agents (unless the President is a representative of the Federation, in which case the submission shall be made to a mediator from the Bureau of Mediation Services) a list of ten candidates for consideration. All persons whose names appear on both lists shall be placed on the panel, unless the parties agree to limit the number.

If the initial submission of lists does not result in at least five (5) umpires for the panel, the parties will repeat the process with lists of three names each until they reach the required minimum number. Once the people to serve on the panel have been identified, a representative of each party will jointly contact the individuals to confirm their availability and willingness to be included on the panel and serve in the capacity of umpire. If any person declines, the selection process described herein will continue until the panel is filled with the minimum number.

c. An umpire will be removed from the panel upon the occurrence of any of the following events:

   (1) written mutual agreement between the parties;
   (2) the umpire has resigned, retired, died, become disabled or has been unavailable to hear cases for a period of longer than twelve (12) months;
   (3) the umpire no longer maintains a residence in the State of Minnesota.

d. To fill a vacancy on the panel of umpires, the parties shall follow the process specified in subsection b, above, except that the number of candidates on the initial list shall be the number of vacancies plus two.

e. The compensation payable to an umpire for the service in considering and deciding a case shall be $500, which shall be split equally between the parties.

f. Periodically, but not less than once every three (3) years, the Parties will review the list, re-verify each umpire's availability and commitment, and set the fee structure.

14. This MOA will be appended to the Labor Agreement and will renew automatically with each successor Labor Agreement unless terminated or amended by the written agreement of the Parties.

15. The Human Resources Department, after consultation with the Police Administration and Federation, may develop forms, practices and other procedures for implementing this Agreement. However, such items shall not modify or supersede the provisions of this Agreement.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:

Holland Atkinson Date
Director, Labor Relations

Amelia Huffman Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels Date
Attorney for Police Federation

Sherral Schmidt Date
President, Police Federation

ATTACHMENT G

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT
Arbitrator Panel Maintenance

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on January 1, 2020 (the "Labor Agreement"). This Memorandum of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

RECITALS

A. The City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are Parties to a Collective Bargaining Agreement (hereinafter jointly ("the Parties" and "Labor Agreement", respectively) that is currently in effect.

B. Section 11.02, Subd. 3 of the Labor Agreement provides for the creation of a panel of arbitrators to be used for grievance arbitration.

C. Confusion arose as to how the panel of arbitrators was to be modified and/or maintained.

D. Section 11.02, Subd. 3 of the Labor Agreement does not establish procedures for maintaining or modifying the panel of arbitrators.

E. The Parties now desire to establish procedures to be used to maintain the panel of arbitrators.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. The panel will consist of no fewer than five (5) and no more than eight (8) arbitrators.

2. An Arbitrator will be removed from the panel upon the occurrence of any of the following events:

    a. Written mutual agreement between the Parties.
    b. The arbitrator is no longer on the BMS Panel.
    c. The arbitrator has resigned, retired, died, become disabled or has been unavailable to hear cases for a period of longer than twelve (12) months.

d. The arbitrator no longer maintains a residence or office in the State of Minnesota; unless the parties mutually agree to retain the arbitrator.

3. If there is a vacancy on the panel the following procedures will be used to fill the vacancy:

   a. First Step
      i. Each party will submit a list of five (5) arbitrators they propose to add to the panel to the President of the Minneapolis Board of Business Agents, or in their absence, the Chairperson of the Minneapolis Citywide Labor Management Committee.
      ii. Any arbitrator whose name is common to both lists will be eligible for selection.
      iii. If the number of common names exceeds the number of vacancies, the parties may:
      iv. Keep all the commonly identified arbitrators for the Panel
      v. Select via blind draw the name(s) to be selected to fill the vacancies.

   b. Second Step. If there are no common names on the lists submitted, then the parties will:
      i. review the Bureau of Mediation Service's Roster of Arbitrators;
      ii. eliminate all current Panel members;
      iii. eliminate each Roster member who does not maintain a residence or office in Minnesota, unless the Parties mutually agree to retain the "out-of-state" arbitrator;
      iv. independently strike the names of the number of Arbitrators that represents 25% of the pool of Roster members that remains after step iii, above;
      v. Establish a list of the arbitrators whose names remain on the list after the preceding steps;
      vi. After the President of the Board of Business Agents or the Chairperson of the Minneapolis Citywide Labor Management Committee has overseen a coin toss to determine which party will make the first strike from the remaining list, the parties will use the "Alternate Strike" method to reduce the remaining list of arbitrators until the needed number is reached.

      An Arbitrator selected from this process will be added to the panel, subject to their acceptance of the assignment and agreement as to availability and the established fee structure.

4. Periodically, but not less than once every three (3) years, the Parties will review the list, re-verify each arbitrator's availability and commitment, and set the fee structure.

5. This Agreement will be appended to the Labor Agreement and will renew automatically with each successor Labor Agreement unless terminated or amended by the written agreement of the Parties.

FOR THE CITY OF MINNEAPOLIS:

Holland Atkinson — Date
Director, Labor Relations

Amelia Huffman — Date
Interim Chief of Police

FOR THE FEDERATION:

James P. Michels — Date
Attorney for Police Federation

Sherral Schmidt — Date
President, Police Federation