
CITY OF MINNEAPOLIS

And

**POLICE OFFICERS FEDERATION
OF MINNEAPOLIS**

**LETTER OF AGREEMENT
INCENTIVE PROGRAM AND USE OF NON-SWORN PERSONNEL**

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

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

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

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

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

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

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

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

WHEREAS, the Labor Agreement permits that vacation benefits may be cumulative up to and including 400 hours, with accrued benefits in excess of 400 hours not recorded and to be considered lost; and

WHEREAS, vacation use has been restricted for bargaining unit members due to continued staffing needs; and

WHEREAS, the Parties previously signed a Letter of Agreement, dated September 7, 2022, temporarily permitting accruals in excess of 400 hours through the first full pay period in December of 2023; and

WHEREAS, the Parties wish to further extend the time to use vacation accruals given continued restriction of vacation use; and

WHEREAS, the Employer wishes to meet public safety service delivery level goals; and

WHEREAS, the Parties previously signed a Memorandum of Understanding, dated December 20, 2022, addressing the Employer's desire to hire, on a temporary basis, non-sworn personnel to serve in the job classification of "Case Investigator" for the purpose of assisting sworn personnel in the investigation and prosecution of cases; and

WHEREAS, the use of non-sworn personnel has proven to be beneficial; and

WHEREAS, the Employer seeks to continue using non-sworn personnel for investigative work on a permanent basis; and

WHEREAS, the Federation has raised concerns regarding non-sworn personnel doing criminal investigation work and the potential implications for the Federation bargaining unit; and

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

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

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

1. Retention Incentives

- a. The Employer will pay a Retention Incentive of \$18,000 to eligible employees who are and remain employed by the Employer as a sworn peace officer from the beginning through the end of the Retention Period and who work an average of at least 35 hours per week. The Retention Incentive is earned and paid in installments, as set forth in Paragraph 1.e. below.
- b. "Eligible employees" means employees who, as of the Effective Date, serve in the job titles of Police Officer, Sergeant, or Lieutenant, and who are permanent employees, as defined by Civil Service Rule 18. Temporary, permit, and detailed employees are not eligible for the Retention Incentive. Probationary employees employed as of the Effective Date may become eligible, provided they successfully complete the probationary period.
- c. "Retention Period" means the period from the Effective Date through the end of the thirty-six (36) month period following the Effective Date (*e.g.*, if the Effective Date is September 30, 2023, then the Retention Period ends September 30, 2026).

- d. "Effective Date" means the date City Council and Mayoral approval of this Letter of Agreement is published in the Journal of Proceedings.
- e. The Retention Incentive shall be earned and paid in three installments. The first installment shall be in the amount of \$5,000, less applicable withholdings and deductions, and shall be earned and paid following the first full year of the Retention Period. The second installment shall be in the amount of \$5,000, less applicable withholdings and deductions, and shall be earned and paid following the second full year of the Retention Period. The third and final installment shall be in the amount of \$8,000, less applicable withholdings and deductions, and shall be earned and paid following the expiration of the Retention Period. Eligible employees are considered to have earned each installment payment by working an average of at least 35 hours per week for the period corresponding to the payment. In the case of probationary employees, the first installment shall be earned and paid one year after completion of the probationary period, with the second and third installments being earned and paid two and three years, respectively, after the completion of the probationary period.
- f. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 1.a. and 1.e. shall be calculated using only those hours actually worked for the Employer in the position of Police Officer, Sergeant, or Lieutenant, and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
- g. The Retention Incentive is not an entitlement. Employees who separate from employment prior to earning an applicable installment payment, regardless of reason for separation, will not earn or be paid the applicable installment payment(s) or any installment payment(s) thereafter.
- h. Nothing herein constitutes nor shall be construed as a guarantee of continuing employment for any employee.

2. New Hire Incentive

- a. The Employer will pay a Hiring Incentive of \$15,000 to Eligible Individuals who work an average of at least 35 hours per week. The Hiring Incentive is earned and paid in installments, as set forth in Paragraph 2.c. below.
- b. "Eligible Individuals" means individuals who are hired into the job title of Police Officer after the Effective Date, as defined in Paragraph 1.d., and who become permanent employees, as defined by Civil Service Rule 18, before the end of the Retention Period, as defined in Paragraph 1.c. above. Temporary, permit, and detailed employees are not eligible for the Hiring Incentive.
- c. The Hiring Incentive shall be earned and paid in three installments. The first installment shall be in the amount of \$5,000, less applicable withholdings and deductions, and shall be earned and paid one full year following the individual's successful completion of the

- probationary period. The second installment shall be in the amount of \$5,000, less applicable withholdings and deductions, and shall be earned and paid two full years following the individual's successful completion of the probationary period. The third and final installment shall be in the amount of \$5,000, less applicable withholdings and deductions, and shall be earned and paid two full years following the individual's successful completion of the probationary period. Eligible Individuals are considered to have earned each installment payment by working an average of at least 35 hours per week for the period corresponding to the payment.
- d. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 2.a. and 2.c. shall be calculated using only those hours actually worked for the Employer and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
 - e. The Hiring Incentive is not an entitlement. Individuals who separate from employment prior to earning an applicable installment payment, regardless of reason for separation, will not earn or be paid the applicable installment payment(s) or any installment payment(s) thereafter.
 - f. Individuals eligible for the Hiring Incentive are not eligible for or entitled to any other hiring or retention incentive during the Retention Period.

3. Temporary Extension of Maximum Vacation Accruals

- a. Bargaining unit employees will be allowed to exceed the City's maximum vacation accrual of 400 hours to a maximum of 550 hours through the first full pay period in December of 2024.
- b. After the first full pay period in December of 2024, bargaining unit employees shall forfeit vacation accruals in excess of 400 hours.
- c. Any employee who separates prior to the end of the first full pay period in December 2024 shall be eligible for payment for unused vacation, up to a maximum of 400 hours, in accordance with Section 22.06 of the Labor Agreement.

4. Use of Non-Sworn Personnel

- a. The Parties agree that the Employer can continue using and can hire additional non-sworn personnel, on either a temporary or permanent basis, at the Employer's election, to conduct background investigations and misconduct investigations, and to assist with criminal investigations under the direction and supervision of sworn personnel. The Employer affirms that the purpose of hiring non-sworn personnel under this Letter of

Agreement is to assist sworn personnel, not supplant them, and to meet the needs of the MPD in serving the residents, businesses, and visitors of Minneapolis.

- b. Criminal cases to be investigated will continue to be assigned to sworn employees covered by the Labor Agreement, however non-sworn personnel may also be assigned to assist the sworn employees to whom the case is assigned. A sworn employee is responsible for designating and directing the tasks to be performed by non-sworn personnel on criminal investigations.
 - c. Non-sworn personnel shall not undertake tasks or functions which may only be performed by sworn personnel under applicable law, serve as an affiant on a search warrant, finalize a report summarizing an investigation for the purpose of making a recommendation or allowing a determination regarding submission of a case for review by the charging authority or for further action, or sign a criminal complaint.
 - d. The Federation agrees not to challenge in any court action, grievance, or other contested proceeding, the right of the Department to use non-sworn personnel for these purposes or the hiring or continued employment of any non-sworn investigators hired during the Retention Period, as defined in Paragraph 1.c.
 - e. The Employer agrees that it will not layoff sworn personnel under Article 21 of the Labor Agreement so long as it retains non-sworn personnel to conduct criminal investigations.
5. This Letter of Agreement shall not be construed to establish any precedent between the Parties and may not be offered as evidence in any grievance or arbitration proceedings, except in a proceeding arising from claims brought under this Letter of Agreement. The Parties shall not ever assert or claim that this Letter of Agreement is precedent in any current or future personnel action or administrative procedure or litigation of any kind.
 6. The terms of this Letter of Agreement shall not be construed to place any limits on management rights so long as such rights are not in conflict with a stated term of this Letter of Agreement.
 7. The Parties agree that this Letter of Agreement constitutes the entire agreement between the Parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein, including but not limited to the September 7, 2022, "Temporary Extension of Maximum Vacation Accruals" Letter of Agreement and the December 20, 2022, "Case Investigator Job Classification" Memorandum of Understanding. All other terms and conditions of the Labor Agreement will remain in effect unless and until the Labor Agreement is replaced by one or more successor agreements.
 8. This Letter of Agreement is expressly conditioned on approval by the Minneapolis City Council and Mayor of Minneapolis.

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

