

APPENDIX F

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION
OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

Standby Status for Special Crimes Investigations Division

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**, there is frequently the need for additional investigators during the night and on weekends; and
- C. **WHEREAS**, the practice of calling in off-duty personnel is not always effective, and does not equitably distribute the burden of intrusions into an employee's off-duty time, and results 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**, the Labor Agreement contains a provision regarding compensation for standby status; and
- E. **WHEREAS**, the Department has entered into an MOU outlining compensation for members of the Violent Crimes Investigation Division for standby in accordance with the terms of the Labor Agreement; and
- F. **WHEREAS**, one element of consideration in settlement of the MOU was to establish reasonable compensation and conditions for standby status for investigators with specialized skills;
- G. **WHEREAS**, the Federation and the Department recognizes investigators with specialized skills are assigned to the Special Crimes Investigations Division (SCID).

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 employees assigned to SCID (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 a designated location 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 personnel with regard to the investigation of serious situations 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 supervisor who issued the standby notice advance written notice of the replacement. An employee shall be excused from a scheduled standby shift if they are on a pre-approved vacation, sick leave, or other leave of absence.
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 an MPD vehicle 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 work, 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 employees assigned to the SCID.
10. This Agreement does not apply to court standby for Employees of the SCID 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.