

ATTACHMENT G

CITY OF MINNEAPOLIS
And
POLICE OFFICERS FEDERATION
OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING On-Call Status for Specialized Units and Teams 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”) has the ability to cancel days off, with limited to no notice, there is frequently a need for additional personnel to be available to respond to a spontaneous, short-notice or planned event, thereby creating a predictable response in terms of numbers and specialty; and
- C. **WHEREAS**, the prior practice (prior to June, 2020) 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**, the Labor Agreement contains a provision regarding compensation for on-call status; and
- E. **WHEREAS**, the parties agree to establish reasonable compensation and conditions for on-call status for personnel with the additional assignments of Mobile Field Force, Booking Teams, Strike Teams, BRRT and SWAT personnel to include Tactical, Negotiators and Tech Team members, and the Bomb Unit (“Specialized Personnel”);

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Specialized Personnel (or Employee) may occasionally receive calls during their off-duty hours to assist in resolving issues that may arise. It is expected that, when available, Specialized Personnel 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 on “standby.”

2. 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 declared Command Post, or a pre-determined location within the time specified below. The Employee will receive clear and written advance notice that will specify the date and hours that they are to be on standby. An Employee called into work from standby status shall report to work within in one (1) hour of receiving the notification to report to duty.
3. The Employer may assign Specialized Personnel to be on standby under this Agreement for the limited purpose of providing assistance to on-duty personnel with regard to a large-scale events. The duration of an standby assignment shall not be 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.
4. 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. In the event an Employee who is on standby, and is unable to report to duty, they forfeit their right to be compensated for their standby time.
5. An Employee who is scheduled to be on standby shall be compensated with thirty (30) 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 forty (40) minutes at their regular holiday rate, as determined under Section 23.03, 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 and the overtime on a holiday provisions of Section 20.03, Subd. 9 of the Labor Agreement.

6. This Agreement does not apply to any employee of the Department other than personnel that have a recognized secondary assignment on Mobile Field Force, Strike Teams, Booking Teams, BRRT, SWAT personnel to include Tactical, Negotiators and Tech Team members, and the Bomb Unit.
7. This Agreement does not apply to court standby for employees. This agreement is not intended to replace customary SWAT call-outs or call back to duty for exigent emergency needs and the scheduling thereof.

8. The Labor Agreement remains in full force and effect, except as expressly modified by this Memorandum.