APPENDIX D

CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT SECTION 16.02 OF LABOR AGREEMENT

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 Minneapolis Police Department ("MPD") is experiencing an unprecedented staffing crisis; and

WHEREAS, the parties desire to minimize the extent to which provisions of the Labor Agreement may negatively impact staffing;

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

- 1. **Term; Amendment; Termination.** This Letter of Agreement ("LOA") will remain in effect from the date executed by the parties through December 31, 2026. This LOA may amended, extended, or terminated upon a written agreement signed by both parties. Unless extended, this LOA will expire and cease to be effective as of 11:59 p.m. on December 31, 2026.
- 2. Suspension of Section 16.02. During the period this LOA is in effect, the following language will supersede the provisions of Section 16.02 of the Labor Agreement:

Section 16.02 - Job Classification Staffing

The Chief shall retain discretion to staff employees within this bargaining unit in any staffing ratio as the Chief sees fit to meet departmental needs. A <u>sworn employeeSergeant</u> or <u>Lieutenant</u> is responsible for designating and directing the tasks to be performed by all non-sworn investigators assisting <u>sworn personnel</u> on criminal investigations.

3. **Reversion to Prior Language.** This LOA suspends the application of, but does not amend, Section 16.02 of the Labor Agreement. Accordingly, upon the expiration or termination of this LOA, the terms of Section 16.02 of the Labor Agreement – as it existed prior to the effective date of this LOA – shall once again be in full force and effect.

- 4. No Precedent; Reservation of Status. Neither the terms nor existence of this LOA shall establish any precedent. If this LOA expires or is terminated, in any future negotiations or interest arbitration relating to Section 16.02 of the Labor Agreement both parties retain all rights, claims, and positions that they may have had prior to its execution. Accordingly, the "status quo" shall be the language of Section 16.02 as it existed prior to this LOA.
- 5. Labor Agreement Remains in Effect. Except as expressly provided herein, the Labor Agreement remains in full force and effect.

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

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

Rasheda Deloney Director, HR Labor Relations Date

Sherral Schmidt Date

James P. Michels Attorney Date