

**POLICE OFFICERS FEDERATION OF MINNEAPOLIS
AND
CITY OF MINNEAPOLIS**

**FEDERATION PROPOSAL AND RESPONSE #3
(October 30, 2023)**

Economic Issues

U-1 Duration - 3 Years (January 1, 2023 through December 31, 2025)

U-2 Wages – Section 13.02, Appendix A.

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|-----------------------------------|------------------|
| Effective January 1, 2023 | 5.00% ATB |
| Effective July 1, 2023 | 3.00% ATB |
| Effective December 1, 2023 | 3.00% ATB |

| | |
|----------------------------------|------------------|
| Effective January 1, 2024 | 3.50% ATB |
| Effective July 1, 2024 | 3.50% ATB |

| | |
|----------------------------------|------------------|
| Effective January 1, 2025 | 3.50% ATB |
| Effective July 1, 2025 | 3.50% ATB |

All wage adjustments would also apply to the longevity schedule and shift differential.

U-3 Longevity Pay Schedule – Section 13.4, Appendix A (Amount). See #2.

U-4 Longevity Pay Schedule – Section 13.4, Appendix A

Effective 1/1/124, the longevity schedule is modified as follows:

After applying the ATB increase to the first step, all steps are uniformly \$0.50 per hour above the preceding step. The last step is the step attainable after 20 years of service.

U-5 Shift Differential – Section 13.5, Appendix A (Amount). See #2.

U-6 Shift Differential – Section 13.5 (Clarification). The Federation renews its proposal to clarify the language to expressly provide when an employee works CSOT hours immediately preceding or following a schedule shift that qualifies for shift differential, the CSOT hours also qualify for shift differential the same as any other shift extension.

~~Employees in the Department who work a scheduled shift in which~~ When a majority of their work hours fall between the hours of 6:00 p.m. and 6:00 a.m., an employee 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)

NOTE: this proposal is to confirm the interpretation/application of existing language. An agreement to settle the contract without any change to this provision does not constitute any acknowledgement or admission by the Federation that its interpretation of the present language is incorrect. Accordingly the Federation expressly retains all rights and arguments regarding the application and interpretation of the existing language notwithstanding this proposal to clarify the language.

U-7 Section 20.03 & Attachment D – Standby.

A. The Federation proposes amendments to Attachment D to comport with current circumstances:

See Attachment E (to this proposal).

B. Special Crimes Investigations Division.

See Attachment F to this proposal.

U-8 Article 22 – Vacation. Withdrawn (Resolved per extension of MOU)

U-9 FTO Pay – Section 23.03. Increase annual compensation to \$3,000 effective 1/1/24.

U-10 Military Leave With Pay – Section 24.04. Increase paid leave days from 15 to 20 per year.

U-11 Article 28 – Sick Leave. Withdrawn

U-12 Health Club Reimbursement – Section 29.02. The parties need to revise the reimbursement amount to an amount they can agree upon or consistent with the process provided in Section 29.02.

U-13 Employer Contribution to Post-Employment Health Care Savings Account (new Item). The Federation modifies its proposal to the following:

Effective 1/1/2024: the Employer will make a lump sum contribution of \$1,500 to the post-employment health savings account during the second pay period of each year (starting in January, 2025) for an employee who, as of December 31 of the preceding year: has completed 25 years of service with MPD; and was in paid status.

U-14 Education Premium (new item). Withdrawn

U-15 Wellness/Fitness Incentive. Withdrawn

U-16 Tuition Reimbursement. (Best Nations) The Federation proposes that the MPD establish and maintain a tuition reimbursement program that provides a benefit at least as good as that of any Department of the City of Minneapolis.

Non-Economic Issues

U-17 Union Access – Withdrawn. (Resolved per City proposals for Section 2.02 and Article 7)

U-18 Sick Leave Usage – Withdrawn. (Resolved per City proposal for Article 27).

U-19 Coaching – Section 11.02. The Federation believes that anything that is determined to constitute “discipline” and, therefore, public upon final disposition pursuant to Minn. Stat. § 13.43 should be grievable. Accordingly, the Federation proposes to amend Section 11.02, Step 1 as follows:

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~~ any remedial measure that is deemed public data upon final disposition under Minn. Stat. § 13.43, subd. 2(a)(5), shall be filed at Step Two with no changes to time parameters.

U-20 Drug and Alcohol Testing – Article 30. Tabled. The Federation will participate in coalition bargaining with the City regarding possible amendments to the Drug and Alcohol Testing provisions based on the cannabis statutes passed in the 2023 Legislative Session.

U-21 Service Credit for Details – Section 13.07. Withdrawn

U-22 Paid Parental Leave – Article 24. The Federation renews its proposal to add the following language as a new section under Article 24 consistent with the language added to other labor agreements between the City and its bargaining units.

Section 24.08 – Paid Parental Leave.

The parties agree that if the Employer proposes to reduce or eliminate Paid Parental Leave as adopted by the City Council in August, 2022, such changes are subject to negotiation pursuant to Minn. Stat. § 179A.03, subd. 19.

To implement this language, two other amendments are necessary:

- 1. Renumber existing 24.08 as 24.09; and**
- 2. Amend Section 24.03(f) as follows (this is also responsive to Issue E-20):**

Additional Parenting Leave. A leave of absence of up to twelve (12) consecutive weeks may be 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; and/or their paid parental leave under Section 24.08. 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.

U-23 Paid Parental Leave Usage– Article 24. Withdrawn

Miscellaneous/Housekeeping

U-24 Health Plan and Benefits – Article 15 (model language and update MOUs

U-25 Update language, dates and delete obsolete language

U-26 Clarify Floating Holidays – Section 23.01. The Federation proposes to amend the following language of Section 23.01 to correct the failure of the MPD to grant floating holidays under current language:

Employees who are eligible for holiday pay shall also receive two (2) floating holidays per ~~calendar~~-year including the year in which they were hired. Floating holidays may not be carried over if not used during the calendar year.

NOTE: this proposal is to confirm the interpretation/application of existing language. An agreement to settle the contract without any change to this provision does not constitute any acknowledgement or admission by the Federation that its interpretation of the present language is incorrect. Accordingly the Federation expressly retains all rights and arguments regarding the application and interpretation of the existing language notwithstanding this proposal to clarify the language.

U-27 Seniority – Article 3. The Federation proposes to amend Article 3 to clarify the tie-breaker for seniority as follows:

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) Employees having prior employment with the City of Minneapolis, shall be senior to employees without prior employment with the City of Minneapolis, so long as:
 - a. The employee passed probation within previously held position, and
 - b. The employee left the prior position in good standing.
- 3) Any ties existing after the consideration of veteran status, and prior city employment, 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.

U-28 Change of Shift – Section 18.03. The Federation proposes to clarify the language for Change of Shift as follows:

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 both start and end time~~), if applicable, and their posted 28-day work schedule subject to the following:

Employer Issues

- E-1 Incentives.** The Federation does not see the need for incentives on top of wage increases, but is open to consider a proposal that does not offset wage increases and that is not admissible in interest arbitration over economic issues.
- E-2 Administration.** The Federation agrees to the proposed changes to Section 2.02. The Federation does not agree to the proposed change to Section 2.03 and proposes that it be withdrawn. There has never been such a suit and the proposed language is unnecessary.
- E-3 Seniority.** The Federation agrees to the proposed changes to Article 3.
- E-4 Officer Orientation.** The Federation agrees to the proposed changes to Article 4.
- E-5 Communication.** The Federation agrees to the proposed changes to Article 7.
- E-6 Grievance Procedure.** The Federation agrees to the proposed changes to the preamble to Section 11.02. The Federation does not agree to the remainder of the proposed changes to the Grievance Procedure.
- E-7 Past Practice.** The Federation does not agree.
- E-8 Discipline.** The Federation offers the counterproposal set forth in Appendix A.
- E-9 Discipline Appeals.** The Federation does not agree.
- E-10 Personnel Data.** The Federation does not agree.
- E-11 Investigatory Interviews.** The Federation offers the counterproposal set forth in Appendix B.
- E-12 Wages. See U-2.**

E-13 Lateral Hiring. The Federation agrees to all of the proposal EXCEPT the proposed deletion of Subd. 5. The Federation offers the following counter on subd. 5.

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.

The Federation also proposes that we clarify that this would be applied to anyone hired since 1/1/2023.

E-14 Job Classification. The Federation offers the counterproposal set forth in Appendix C.

E-15 Staffing. The Federation offers a counter proposal in the form of the MOU attached as Appendix D.

E-16 Appointed Positions. The Federation agrees to the proposed deletion of Section 16.07.

E-17. Bids. The Federation does not agree to amend the bidding provisions of Article 17.

E-18. Transfers. The Federation does not agree to amend the transfer provisions of Article 17.

E-19 Temporary Changes in Shift. The Federation does not agree.

E-20 Off-duty work while on leave. The Federation accepts this proposal and has included the proposed language in the Federation's amended proposal on issue U-22.

E-21 Admin Leave. The Federation does not agree.

E-22 Leave Pending Investigation. The Federation does not agree.

E-23 Sick Leave. The Federation agrees to the proposed amendments to Article 27.

E-24 Drug and Alcohol Testing. See U-20

E-25 Fitness for Duty. The Federation agrees to the changes to Section 31.01, 31.02(a), and the references to Cannabis testing. *Note: In 31.02(e) there is a “medical” that should be changed to “physical.”* The Federation does not agree to the remainder of the proposed changes.

E-26 Savings Clause. The Federation does not agree.

E-27 Complete Agreement. The Federation does not agree to the proposal for Section 34.01. With regard to the proposal for Section 31.02, the Federation proposes the following counter:

The parties may mutually agree, in writing, to correct misspelled words, mathematical errors, and other clerical errors in this Agreement.

E-28 Bi-lingual Incentive. The Federation is open to discuss a language incentive.

E-29 Referral Incentive. The Federation is open to discuss a referral incentive.

E-30 Staffing Overtime. The Federation has presented a counter on the Employer’s proposal for an extension to the CSOT MOU.

The Union reserves the right to add additional issues during the course of negotiations upon notice to the Employer (consistent with the Ground Rules) and to withdraw or modify its position on any issue until a final agreement is reached on all issues.