
CITY OF MINNEAPOLIS

And

**POLICE OFFICERS FEDERATION
OF MINNEAPOLIS**

**LETTER OF AGREEMENT
Temporary Modified Overtime Rates for Critical
Staffing Overtime**

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

WHEREAS, Article 20 of the Labor Agreement defines overtime and states that all employees in the bargaining unit (“Employees” or “Employee”) may be required to work overtime; and

WHEREAS, the Minneapolis Police Department (“Department”) staffs 911 response, 24 hours per day, seven days per week, and there is a need for additional staffing due to staffing shortages; and

WHEREAS, extensive attrition occurring after May 25, 2020, is outpacing the ability to fill peace officer positions in the current labor market; and

WHEREAS, the parties desire to ensure continued public safety services including responding to 911 calls and patrol presence at level determined to be appropriate by the Employer; and

WHEREAS, the parties agree the Critical Staffing Overtime (“CSOT”) will only apply in the circumstances described in this Letter of Agreement (“Letter of Agreement”).

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

1. “CSOT shift” in this Letter of Agreement is defined as any work assignment which has been designated by the Chief as eligible for the CSOT rate of pay. CSOT shifts may include, but not be limited to, 911 response shifts that are staffed below staffing minimums as determined by the Chief or their designee. Such shifts will be clearly designated as CSOT upon assignment.

2. The parties agree and acknowledge that this Letter of Agreement is a temporary deviation from the terms of Article 20 and therefore constitute an increase in the overtime rate for specific CSOT shifts directed by the Employer.
3. All employees in the bargaining unit shall complete at least one CSOT shift per 28-day scheduling period, if assigned.
4. The rate of pay for CSOT shifts shall be at two (2) times the regular hourly rate of pay.
5. CSOT shifts are eligible for night differential if the majority of the shift or detail, regardless of length is between the hours of 1800-0600.
6. Employees may not elect to receive compensatory time off in lieu of cash payment for CSOT shifts.
7. An Employee who calls in sick to a CSOT shift shall not be paid at the CSOT rate but rather in accordance with Article 27.
8. Under this Letter of Agreement, all personnel will comply with MPD policy and procedure requirements limiting hours worked unless authorized by the Chief of Police or designee.
9. The work week is defined as Sunday 0000 through 2359 hours on Saturday.
10. Employees working their mandatory CSOT hours shall work an entire shift that is consistent with the number of hours they work during their primary assignment shift.
11. Employees assigned in the Patrol Bureau will submit requests for assignment to a CSOT shift with the days off requests prior to the posting of the schedule. The supervisor completing the schedule will assign CSOT shifts to provide for staffing needs using seniority, and reasonable consideration shall be given to employee requests consistent with the needs of the Department.
12. Employees in assignments outside the Patrol Bureau are required to work a CSOT shift and will fulfill a 911 response car or a designated high visibility presence and patrol shift as these are defined by the Chief of Police. Eligible CSOT high visibility presence and patrol shifts will be posted for sign up in a process determined by the Department.
13. If additional CSOT shifts beyond the minimum required shift are authorized by the Chief of Police or their designee, assignment of CSOT shifts will be first made available to the officers assigned to affected shifts, then to sworn personnel in affected precincts, and finally department wide.
14. Precinct Inspectors, or their designated Lieutenant, will be responsible for posting and supervising 911 CSOT shifts within their precinct as instructed, in a uniform process.

15. Overtime for late arrests or late calls made during a designated CSOT shift will be paid at two (2) times the regular hourly rate of pay and any CSOT shift holdovers made at the request of the Chief of Police/Chief's designee, or the Watch Commander, will be paid at two (2) times the regular hourly rate.
16. When an employee is held-over (also referenced in the Labor Agreement as a "shift extension") to meet minimum staffing for 911 response, the holdover hours shall be compensated at the CSOT rate only as directed by the Chief.
17. This Letter of Agreement shall expire as of 2359 December 31, 2024, provided however, the Employer may terminate the Letter of Agreement prior to the expiration upon giving two-weeks' notice to the Federation before the termination.
18. Except for assigned CSOT shifts, nothing herein should be construed as a guarantee of overtime at either the regular overtime rate or the CSOT rate.
19. 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.
20. 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.
21. 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. All other terms and conditions of the Labor Agreement will remain in force.

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:

Rasheda Deloney 11/21/2023
Rasheda Deloney Date
Director Labor Relations

Brian A. O'Hara
Minneapolis Chief of Police

Date

12/8/23

FOR THE FEDERATION:

James Michels 11/21/2023
James P. Michels Date
Attorney for Police Federation

Sherral Schmidt
Federation President

Date