

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

**UNION'S INITIAL PROPOSAL
(September 6, 2023)**

Economic Issues

1. **Duration**
2. **Wages – Section 13.02, Appendix A.** The Federation seeks wage adjustments necessary to provide competitive wages commensurate with the current market for law enforcement officers. A more detailed wage proposal will be made during the course of bargaining.
3. **Longevity Pay Schedule – Section 13.4, Appendix A.** The Federation seeks to maintain the long-standing relationships by which the longevity pay schedule is adjusted in the same amounts and effective dates as adjustments to the wage schedule.
4. **Longevity Pay Schedule – Section 13.4, Appendix A.** The Federation seeks to add steps to the schedule to retain employees.
5. **Shift Differential – Section 13.5, Appendix A.** The Federation seeks to maintain the long-standing relationships by which shift differential is adjusted in the same amounts and effective dates as adjustments to the wage schedule.
6. **Shift Differential – Section 13.5.** The Federation seeks 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 the 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.

7. **Section 20.03 & Attachment D – Standby.** The Federation would like to discuss additional circumstances for standby to be compensated at ¼ hour for each hour of standby.
8. **Article 22 – Vacation.** As a result of staffing issues, the parties need to address the ability of employees to utilize their vacation benefit. Ideas include, but are not limited to: renewing the MOU on vacation carryover; amend the vacation credit pay provisions of Section 22.03(d); or increase the accrual cap;
9. **FTO Pay – Section 23.03.** The Federation proposes adding language similar to that with shift differential and longevity that the dollar amounts adjust in the same amounts and dates as wage adjustments.
10. **Military Leave With Pay – Section 24.04.** The Federation proposes to increase paid military leave to 20 days.
11. **Article 28 – Sick Leave.** Sick leave usage exacerbates staffing issues. To remove financial incentives for sick leave usage (especially at the end of an employee’s career), we should review and consider improving both annual sick leave credit pay (Section 28.01) and severance (accrued sick leave benefit pay Section 28.02).
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.
13. **Employer Contribution to Post-Employment Health Care Savings Account (new Item).** The Federation proposes that to attract and retain sworn personnel, a new benefit be added in the form of an annual employer contribution to the Employee’s PEHSP account in the amount of 2% of an employee’s base pay for the calendar year (including shift differential and other premiums such as FTO, but excluding overtime). The contribution is payable to any employee who remains in paid status (or unpaid military leave) as of December 31 of each year. Alternatively, the Federation proposes to discuss an employer contribution to retiree health insurance.
14. **Education Premium (new item).** The Federation proposes paying a premium of fifty cents an hour to an employee who has a Bachelor’s Degree from an accredited college or university.
15. **Wellness/Fitness Incentive.** Healthier employees are better employees who make better decisions. The Federation would like to discuss establishing

wellness/fitness incentives. Topics to be discussed include the incentive(s) and the threshold(s) for attaining the incentive.

16. **Tuition Reimbursement.** The Federation seeks a benefit similar to that enjoyed by other City employees.

Non-Economic Issues

17. **Union Access** – The Federation proposes that the parties review the CBA to determine whether language should be added or amended to comply with the new provisions of Minn. Stat. § 13.43, subd. 6.
18. **Sick Leave Usage** – The Federation proposes that the parties review the CBA to determine whether language should be added or amended to comply with the new provisions of Minn. Stat. § 181.9445, *et. seq.*
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.

20. **Drug and Alcohol Testing – Article 30.** 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.
21. **Service Credit for Details – Section 13.07.** The Federation proposes to amend Section 13.07 to give employees service credit for working out of classification if the employee is subsequently promoted to the job classification in which they were detailed. This is based on similar language in other City labor agreements.

Section 13.07 - Pay Upon Promotion

The salary of an employee who is promoted to a position which provides for a higher maximum salary than the employee's current position shall be the next increment higher than the salary last received by such employee in the lower classification; provided, however, that if the next increment is not at least four percent (4%) higher than the salary last received, the employee shall be advanced an additional increment if one so exists and thereafter shall increase in accordance with Section 13.06 of this Article. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Minneapolis Civil Service Commission to perform all or substantially all of the duties of a higher-paid classification. If an employee who is promoted had previously been detailed to serve in the job classification into which they are promoted, after determining the salary in accordance with this Section 13.07, the employee shall be advanced by one step for each twelve (12) months they had been detailed into the classification even if the months are not consecutive and even if the employee was not serving in the detail at the time of promotion.

22. **Paid Parental Leave – Article 24.** The Federation proposes 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. **Re-number existing 24.08 as 24.09; and**
2. **Amend Section 24.03(f) as follows:**

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.

- 23. Paid Parental Leave – Article 24.** In addition to the addition of the City’s uniform language, the Federation seeks to add clarifying language to address staffing issues (red-lined to show amendment to City’s uniform language):

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. Notwithstanding any policy or work rule to the contrary, the leave for employees in this bargaining unit shall be 480 hours. Such leave must be used within twelve (12) months of the qualifying event but may be used in increments of a full shift (8 or 10 hours). While on paid parental leave, an employee may work off-duty under the same terms as allowed under Section 24.03(f).

Miscellaneous/Housekeeping

- 24. Health Plan and Benefits – Article 15 (model language and update MOUs)**
- 25. Update language, dates and delete obsolete language**
- 26. MOUs - review for retention, incorporation**

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.