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**CITY OF MINNEAPOLIS**

**and**

**POLICE OFFICERS FEDERATION OF  
MINNEAPOLIS**

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**MEMORANDUM OF AGREEMENT**  
**Section 7.8 – Prior Sworn Service Credit**

**RECITALS**

A. The Police Officers Federation of Minneapolis (the “Federation”) and the City of Minneapolis (the “Employer”) are parties to a collective bargaining agreement that is presently in effect (the “CBA”).

B. Under the terms of the CBA, (Section 7.8 – Prior Sworn Law Enforcement Experience), the initial placement on the salary schedule in the classification of Patrol Officer for a new hire with prior experience as a sworn law enforcement officer is made according to a table which provides service credit based on the years of prior consecutive service and the size of the department in which the person served.

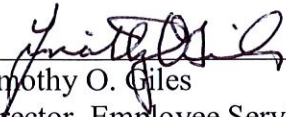
C. The parties mutually desire to change the formula and clarify the administrative procedures for how prior sworn law enforcement experience is valued and calculated for purposes of determining initial salary step placement and vacation accrual level at the time of hire according to the following provisions.

AGREEMENT


1. Section 7.8 of the CBA shall be amended as provided in the attached Appendix A.
2. Except as expressly modified herein, the CBA remains in full force and effect.


FOR THE EMPLOYER:

  
\_\_\_\_\_  
Janee Harteau                      Date  
Chief of Police                      4-3-15

  
\_\_\_\_\_  
Timothy O. Giles                      Date  
Director, Employee Services                      4/3/15

FOR THE FEDERATION:

  
\_\_\_\_\_  
John Delmonico                      Date  
President                      3/30/15

  
\_\_\_\_\_  
James P. Michels                      Date  
Attorney for POFM                      3/31/15

## APPENDIX A

**Section 7.8 – Prior Sworn Law Enforcement Experience.** For a new hire with prior experience as a sworn law enforcement officer, the initial placement on the salary schedule in the classification of Patrol Officer and on the vacation accrual schedule in Section 12.2 for a new hire with prior experience as a sworn law enforcement officer shall be made as follows:

- (a) One year of MPD service shall be credited for every two full years of prior service with a large department or departments.
- (b) One year of MPD service shall be credited for every three full years of prior service with a small department or departments.
- (c) “Prior service”, as referenced in subsections (a) and (b) does not include:
  - i. service to an agency while licensed as part-time officer;
  - ii. service to an agency for which the employee’s regular work schedule, except in the case of limitations on work hours for medical reasons, was less than an average of forty (40) hours per week; or
  - iii. military service.
- (d) With regard to initial placement on the vacation accrual schedule, no new employee shall be placed at an initial annual accrual rate higher than 128 hours regardless of the years of his/her prior service.
- (e) The threshold for large/small department is 50 sworn employees as determined by the most recent FBI “Crime in the United States” annual report.
- (f) For purposes of calculating qualified prior years of service, all full calendar months worked in qualified large or small departments shall be summed before applying the service credit conversion for that type of jurisdiction (i.e. large or small) as described in subsections (a) and (b), above.
- (g) The resultant full-credit-years as determined for both large and small departments shall be added together to determine the total number of years of service credit that shall be awarded to the new employee.
- (h) A break in sworn service longer than six months between any of the prior jurisdiction jobs shall break the line of eligible work experience from work experience preceding the 6-month break in service.

(i) Prior service credit will be considered only if the new employee's last day of active service in the prior sworn position was within two years of the date of an offer of employment by the Minneapolis Police Department.

according to the following table which provides service credit based on the years of prior consecutive service and the size of the department in which the person served:

|   | <del>More Than 3 But Not More Than 5 Consecutive Years of Prior Service</del> | <del>More Than 5 But Not More Than 10 Consecutive Years of Prior Service</del> | <del>More Than 10 Consecutive Years Of Prior Service</del> |
|---|---|--|--|
| <del>Small Department (Less than 50 sworn personnel)</del>                    | <del>Step 1</del>   | <del>Step 2</del>  | <del>Step 2</del>  |
| <del>Medium Department (More than 49 but less than 600 sworn personnel)</del> | <del>Step 2</del>   | <del>Step 2</del>  | <del>Step 3</del>  |
| <del>Large Department (More than 600 sworn personnel)</del>                   | <del>Step 2</del>   | <del>Step 3</del>  | <del>Step 3</del>  |

~~Prior service credit will be considered only if the new employee's last day of active service in the prior sworn position was within two years of the date of an offer of employment by the Minneapolis Police Department. If a new hire has prior sworn experience in more than one agency, credit will be given first with regard to service with the agency for which most recently worked. Credit will be given for an agency prior to the most recent agency only if the person's last day of sworn service in such prior agency was within five years of the date of an offer of employment by the Minneapolis Police Department and the employee had a break in service between such two prior agencies of less than 6 months. Qualifying prior service credit in more than one agency may be aggregated, but in no event shall result in initial placement above Step 3 on the salary schedule. The new employee shall be entitled to future step increases thereafter pursuant to the provisions of Section 7.6.~~

Such prior service credit shall be used only to determine the new employee's initial placement on the salary grid and shall not be considered for purposes eligibility for longevity pay, promotion, vacation, bidding or other rights or benefits of employment which are based on time served with the Department. Regardless of whether a new employee is given such prior service credit, his/her seniority shall be determined consistent with the provisions of Section 1.5 of this Agreement.