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**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF POLICE  
DEPUTY CHIEFS, ROGERS MINNESOTA  
(MPD Assistant Chiefs and Deputy Chiefs)**

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**LABOR AGREEMENT**

**ASSISTANT CHIEFS-DEPUTY CHIEFS**

**For the Period:**

**January 1, 2024 through December 31, 2026**

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## **LABOR AGREEMENT**

**Between**

**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF POLICE DEPUTY CHIEFS**

### **PREAMBLE**

THIS AGREEMENT, hereinafter referred to as the “Labor Agreement” or the “Agreement,” is made and has been entered into as of the Effective Date (defined in Section 24.1) by and between the City of Minneapolis, hereinafter referred to as the “City” or “Employer,” and the Minneapolis Association of Police Deputy Chiefs, hereinafter referred to as the “Association” or “Union.” The Employer and the Association, hereinafter referred to as the “Parties,” agree to be bound by the following terms and provisions:

### **ARTICLE 1** **RECOGNITION**

- 1.1 The Employer recognizes the Association as the exclusive representative for all licensed peace officers employed by the City in the classification of Assistant Chief and Deputy Chief, who are public supervisory employees within the meaning of Minn. Stat. § 179A.03, subdivision 14.
- 1.2 Disputes which arise between the Employer and the Association over inclusion or exclusion in this unit may be referred by either party to the Commissioner of the Bureau of Mediation Services for determination in accordance with applicable statutory provisions.

### **ARTICLE 2** **ASSOCIATION DUES**

- 2.1 In recognition of the Association as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular Association membership dues uniformly established by the Association from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Association.
- 2.2 The Association shall certify to the Employer, in writing, the current amount of membership dues which it has uniformly established for all members.
  - a. The City shall annually select a single payroll period in each month for which all monthly membership dues shall be deducted. In the event an employee covered by the provisions

of this Article has insufficient pay due to cover the required deduction, the City shall have no further obligations to effect subsequent deductions for the involved month.

- b. All certifications from the Association respecting deductions to be made as well as notifications by the Association and/or bargaining unit employees as to changes in deductions must be received by the City at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effective. A dues deduction authorization remains in effect until the City receives notice from the Association that a public employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and the City must rely on information from the Association receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled.
- c. The City shall remit such membership dues made pursuant to the provisions of this Article to the appropriate designated officer of the Association within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wages deductions were made.
- d. Within 20 days of a bargaining unit member's hiring, and each month thereafter, the City shall provide to the Association a report containing the following current information with regard to all employees covered by this Agreement: name, home address, work phone number, home and personal cell phone numbers on file with the public employer, hire date, pay status (active or inactive), job title, worksite location, work email address and personal email address on file with the City in an Excel File or similar format.
- e. The City shall provide to the Association the name of any employee who has been separated from employment or transferred out of the bargaining unit within 20 calendar days of the separation or transfer, the reason for the separation or transfer.

- 2.3 The Association will indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City, its officers or employees, by reason of deductions under this article.

### **ARTICLE 3**

### **APPOINTMENT**

Appointment as a Assistant Chief or Deputy Chief is on an “at-will” basis. Employees may be unappointed by the appointing authority at any time, with or without cause, and with or without advance notice. Where applicable, appointment is recognized as a leave of absence from the classified position previously held by the employee. Employees shall be eligible to return to their previously held Civil Service position to the extent permitted by the City’s Civil Service Rules and the applicable Labor Agreement, if any.

#### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

- 4.1 The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

#### **ARTICLE 5**

#### **UNION COMMUNICATION**

The Union may communicate with its members regarding union business and activities on City property and via the City's electronic communication systems as provided by Minnesota statutes. This provision is not subject to the grievance procedure in Article 8.

#### **ARTICLE 6**

#### **STRIKES AND LOCK OUTS**

- 6.1 The Association, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in or cooperate in any strike, the stoppage of work, work slowdown, the willful absence from one's position, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, regardless of the reasons for so doing.
- 6.2 Any employee who violates any provision of this Article may be subject to disciplinary action. In the event the City notifies the Association in writing that an employee may be violating this Article, the Association shall notify such employee in writing of the City's assertion and the provisions of this Article.
- 6.3 The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association.

#### **ARTICLE 7**

#### **LEGAL**

Employee defense and indemnification rights are addressed by Minn. Stat. 466.07 and City Defense and Indemnification Procedures found at [Defense & Indemnification Policy - City of Minneapolis \(minneapolismn.gov\)](https://www.minneapolismn.gov/defense-indemnification-policy). This provision is not subject to the grievance procedure in Article 8.

## **ARTICLE 8**

### **SETTLEMENT OF DISPUTES/GRIEVANCE PROCEDURE**

8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. The terms of this Article shall not apply to interest arbitration. Time periods under this Article shall be calculated as prescribed in Minnesota General Rule of Practice 503.01.

8.2 Processing of a Grievance. It is recognized and accepted by the Association and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Association representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Association representative have notified and received the approval of the designated supervisor and would not be detrimental to the work programs of the Employer.

The Chief of Police or their designee shall have the full authority of the City Council and the Mayor to resolve the grievance.

8.3 Procedure. Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure. The Director of Labor Relations shall maintain a list of the Employer-designated representatives for each step of the grievance procedure. All grievances, appeals and submissions to arbitration under this Section shall be simultaneously provided to the Director of Labor Relations or their designee.

Step 1. To initiate a grievance, an Association representative shall present such grievance to the Employer-designated Step 1 representative. The grievance must be presented in writing within twenty-one (21) calendar days of the event which gave rise to the grievance or within twenty-one (21) calendar days of the time the affected employee reasonably should have had knowledge of the occurrence of the event, whichever is later.

The Employer-designated Step 1 representative will discuss and give an answer, in writing, to such Step 1 grievance within twenty-one (21) calendar days after receipt.

Step 2. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within twenty-one (21) calendar days after the Employer-designated Step 1 representative's final answer in Step 1.

If appealed, the written grievance shall be presented by the Association in writing and the Association must have a meeting with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Association the Employer's Step 2 answer in writing within twenty-one (21) calendar days after the Association's meeting with the Employer-designated Step 2 representative. If, despite the Employer's good-faith efforts to schedule a

meeting, no meeting has occurred within twenty-one (21) days of the Step 2 grievance, the Employer-designated representative shall be entitled to give a response without a meeting.

Step 3. A grievance not resolved in Step 2 may be submitted to arbitration. The request for arbitration must be submitted to the Employer-designated representative within twenty-one (21) calendar days following the Employer-designated representative's final Step 2 answer.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of arbitrators maintained in accordance with the Memorandum of Agreement attached to the City of Minneapolis and Police Officers' Federation of Minneapolis Labor Agreement. Arbitrators shall be selected from the panel on a rotating basis. If a grievance is referred to arbitration and no arbitrators on the panel are available to hear the case, the party referring the grievance to arbitration shall petition the Bureau of Mediation Services to provide a list of seven (7) qualified arbitrators from which the parties shall select an arbitrator to hear the grievance. The Employer and Association shall select an arbitrator using the alternate strike method with the party exercising the first strike selected by coin flip. The remaining arbitrator will hear and decide the grievance.

A grievance arbitration for written disciplinary action shall comply with the arbitrator selection procedures established in Minnesota Statute §626.892.

Step 3A. Mediation. By mutual agreement of the Parties, the grievance may be submitted to the Bureau of Mediation Services for grievance mediation. If the grievance is submitted for mediation, the timelines regarding initiating the arbitration process are waived until the completion of the grievance mediation process. If the grievance remains unresolved after grievance mediation, the Union may initiate the arbitration process within seven (7) calendar days after the date of the mediation session. If the matter is not appealed to the arbitration process within seven (7) calendar days, the grievance shall be considered waived.

- 8.4 Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Association in writing and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. In no event shall an arbitrator have the authority to reinstate an unappointed employee to an appointed position. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. One (1) Association steward shall receive their regular wages for the time spent in the actual arbitration proceeding, if during regular work hours. If either

party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

- 8.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance at Step 1 or Step 2 within the specified time limits, the non-answer shall be considered a denial of the grievance at that Step, with any associated deadlines beginning to run upon the expiration of the specified time limit for response. The time limit in each Step may be extended by mutual written agreement of the Employer and the Association. Extension of time limits or Employer resolution of grievances following expired time limits shall not establish a past practice or waiver regarding those time limits.
- 8.6 Election of Remedy. The parties acknowledge that the facts and circumstances which form the basis of a grievance may also form the basis of claims which may be asserted by an individual employee in other forums. The purpose of this Section is to establish limitations on the right of the Association to pursue a grievance in such situations.

Subd. 1. Civil Service Rights. When the subject matter of a grievance is also within the jurisdiction of the Minneapolis Civil Service Commission, the resolution of the dispute may proceed through the grievance procedure or the Civil Service appeals procedure. However, once the employee files an appeal to the Civil Service Commission, the Union’s right to pursue a grievance under Article 8 is terminated.

Notwithstanding anything in the Civil Service Rules to the contrary, an employee’s right to file an appeal with the Civil Service Commission expires on the later of: ten (10) days after the deadline for the Union to file a grievance under this Article; or ten (10) days after the employee has received notice from the Union of its final decision not to pursue a grievance. The Union shall provide notice to the City of such decision promptly after providing notice to the employee.

Subd. 2. Rights of Veterans. Some employees covered by this Agreement may have the individual right to contest a removal from a position or employment under Minn. Stat. §197.46. Once an employee requests a hearing under Minn. Stat. §197.46, the Association’s right to pursue a grievance under this Article is terminated.

Subd. 3. Other Rights of Employees. No action by the Union under this Agreement shall prevent an employee from pursuing a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

## **ARTICLE 9** **DISCIPLINE**

- 9.1 The City will discipline employees only for just cause. Discipline imposed while an employee is serving in an unclassified, appointed position covered by this Labor Agreement includes only the following (progressive discipline is not required):
- a. Written reprimand



- b. Suspension\*
- c. Discharge

\*The unit of measurement from any suspension shall be in hours. The City may, in lieu of or in combination with an unpaid suspension, issue a suspension by subtracting vacation hours from the employee's accrued vacation balance on an hour-to-hour basis. In no event shall a vacation balance suspension result in the cancellation or disapproval of a previously approved vacation.

- 9.2 Unappointment is not disciplinary and shall not be grievable, but may be followed by discipline up to and including discharge as governed by the Civil Service Rules and the applicable labor agreement, if any. Unappointment does not constitute discharge. If no other exclusive representative has the authority to grieve and arbitrate disciplinary action, the Association retains the right to grieve and arbitrate disciplinary actions imposed on employees unappointed from a position in the bargaining unit for conduct that occurred while they were members of the unit.

## **ARTICLE 10**

### **SALARIES**

- 10.01 Salaries and Pay Frequency. Attached hereto as Appendix "A," which is incorporated herein, are the schedules of wage rates for employees. The effective date of each schedule shall be as specified on the schedule. Payment for retroactive salary increases shall be made as soon as practicable following the Effective Date of this Agreement.
- 10.02 Pay Progressions. Employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of actual paid service in such classification. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified that the increase is being withheld or delayed and of the specific reasons therefore. With approval from the Chief Human Resources Officer or designee, in order to ensure equitable and appropriate compensation, the Chief of Police in their sole discretion may authorize additional step advancement within the salary schedule. A decision to grant or withhold discretionary additional step advancement shall not be grievable. All increases approved pursuant to this section shall be made effective on the first day of the pay period which includes the date of eligibility.
- 10.03 Step Placement Upon Appointment. The step placement of an employee who is appointed to a position in the bargaining unit shall be negotiable, but shall take into consideration the employee's qualifications, years of experience, and salary expectations; the existing labor market; and internal equity. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Employer to perform all or substantially all of the duties of a higher-paid classification in the bargaining unit.
- 10.04 Longevity. A longevity payment shall be paid to each employee at the beginning of the seventh year of police service in the amount specified in the attached wage schedule, as applicable. An employee shall move to the next step in the longevity schedule on the anniversary of their employment with the Police Department. Payment for retroactive longevity premium increases shall be made as soon as practicable following the Effective Date of this Agreement.

- 10.05 Health Care Savings Account Contribution. The Parties have adopted a Post Employment Health Care Savings Plan, as established in Minn. Stat. §352.98, as administered by the Minnesota State Retirement System (“MSRS”). Subject to the terms and conditions established by MSRS, said program will provide a totally tax-free reimbursement for eligible medical expenses to those former employees who have an account balance consisting of mandatory employee contributions, and investment returns. The Parties have negotiated that employees in this bargaining unit will make mandatory employee contributions in lieu of cash payment for the following items:
- \$25.00 bi-weekly per employee
  - 100% of Sick Leave Severance due at retirement (see Section 17.2)
  - 100% of any unused vacation pay at the time of voluntary separation from service (see Section 14.5)

## **ARTICLE 11**

### **CLOTHING AND EQUIPMENT ALLOWANCE**

- 11.01 Clothing and Equipment Allowance - Current Employees. Employees are eligible for an allowance of \$750 per year. Such allowance shall be paid on the first payroll date which is on or about June 1 of the year in which payment is made. (“Payment Year”), except that payment for any 2024 allowance that has not already been provided shall be made as soon as practicable following the Effective Date of this Agreement.
- 11.02 Clothing and Equipment Allowance - New Employees. Newly appointed employees shall receive an allowance equal to two (2) times the annual clothing and equipment allowance in effect at the commencement of the employee’s employment in a position covered by this Agreement. Any allowance already paid to any employee in the Payment Year shall be credited toward the first year’s allowance.
- 11.03 Firearms. The Department shall provide necessary firearm(s) to each employee.

## **ARTICLE 12**

### **GROUP BENEFITS**

- 12.01 General  
Subd. 1. Definitions
- (a) Benefit Eligible Employee. A benefit eligible employee is an Employee who has met the benefit eligibility requirements under Subd. 2 of this Section 15.01.
- (b) Full-time Employee. For the purposes of this Article, a Full-time Employee is an employee assigned to a position designated as .75 FTE or greater.
- Subd. 2. Benefit eligibility requirements  
 Coverage for the group benefits referenced in this Article starts for Full-Time Employees on the first day of the month following the first day of employment, provided the employee has timely submitted the proper enrollment forms.
- 12.02 Full-time Employee Benefits  
Subd. 1. Group Medical Plan and HRA/VEBA

(a) Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents if desired, as covered participants in one of the Employer's available medical plans and the HRA/VEBA and will be provided with the coverages specified therein.

(b) Contributions towards medical plan coverage and the HRA VEBA will be determined pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated as "Attachment B".

(c) Eligible employees may waive coverage under the Employer's available medical plans.

(d) The Minneapolis Board of Business Agents will be entitled to select up to five representatives to participate with the Employer in negotiating with City of Minneapolis medical plan providers regarding the terms and conditions of coverage that are consistent with the benefits conferred under the collective bargaining agreements between the Employer and the certified exclusive representative of the employees. The representatives will have no authority to veto any decision made by the Employer. However, in no instance will this be interpreted as the bargaining units giving up their rights under MN Stat. 471.6161.

Subd. 2. Group Dental Plan. Upon proper application, Benefit Eligible Employees will be enrolled, along with their eligible dependents, in the Employer's group dental plan and will be provided with the coverages specified therein. The Employer will pay the required premiums for the plan on a single/family composite basis.

Subd. 3. Group Life Insurance Benefit. Eligible Employees will be enrolled in the Employers group term life insurance policy and will be provided with a death benefit of the lesser of one (1) times annual compensation as defined by the life insurance policy or fifty thousand dollars (\$50,000.00). The Employer will pay the required premiums for the above amounts and will continue to provide arrangements for employees to purchase additional amounts of life insurance.

Subd. 4. MinneFlex Plan. Upon proper application, Benefit Eligible Employees will be enrolled in the Employer's MinneFlex Plan. The Plan Document will control all questions of eligibility, enrollment, claims and benefits.

### **ARTICLE 13**

#### **INCIDENT RESPONSE PAY**

Employees shall receive a one-time payment equivalent to 1/10th of the employee's weekly salary when required by their position to respond to a critical or emerging incident for which a Chief level presence is required with approval from the chief or the chief's designee. This includes decisions on deployment resources that go beyond the authority of an Inspector or Commander.

## **ARTICLE 14**

### **VACATIONS**

- 14.1 Employees shall earn vacation with pay per year of City service in accordance with the following schedule. For purposes of vacation accrual a “year of service” is twelve consecutive months following date of hire. A “vacation day” is eight hours.

YEARS OF CITY SERVICE	VACATION DAYS
1 - 4	12
5 - 7	15
8 - 9	16
10 - 15	18
16 - 17	21
18 - 20	22
21 +	26

- 14.2 The Chief shall have the authority to grant up to 21 years of prior service credit at the time of appointment for the sole purpose of determining vacation accrual rate while serving in the appointed position. Prior service credit must be law enforcement experience for an entity other than the City of Minneapolis and must be verified by the Human Resources Department.
- 14.3 If an employee returns to a previously held classified position, the employee shall carry their previously accumulated vacation to the previously held classified position.
- 14.4 Employees’ maximum vacation accrual shall be 50 days (400 hours), except as provided otherwise in City Council Action No. 2023A-0453 or subsequent City Council action.
- 14.5 The value of any vacation balance upon separation shall be deposited into the employee’s Post Employment Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.
- 14.6 Vacation Credit Pay. All bargaining unit employees shall be entitled to elect to receive compensation for vacation time that will be earned in the subsequent year in accordance with the terms of this paragraph. Not less than thirty (30) days prior to the beginning of the payroll year during which the vacation subject to such election is accrued (hereafter the “Accrual Year”):

(a) All employees may elect to receive payment for up to forty (40) hours of vacation time that will be accrued during the Accrual Year.

(b) Employees who accrue at least 128 hours per year or who have at least 120 hours in their vacation account as of the time of the election may elect to receive payment for up to eighty (80) hours of vacation time that will be accrued during the Accrual Year.

Such election, once made, shall be irrevocable. Thus, the hours elected for compensation shall not be eligible for use as vacation. Payment to the employee who has elected to receive payment shall be based on the employee’s regular base rate of pay in effect on December 31 of the Accrual

Year. The vacation credit pay shall be paid to the employee within sixty (60) days after the end of the Accrual Year, except that any additional payments for calendar year 2024 due to the increased salary schedule referenced in Article 10 shall be made as soon as practicable following the Effective Date of this Agreement. Employees, at their sole option, may authorize and direct the Employer to deposit vacation credit pay to a deferred compensation plan administered by the Employer provided such option is exercised in a manner consistent with the provisions governing regular changes in deferred compensation payroll deductions.

## **ARTICLE 15** **HOLIDAYS**

- 15.1 Employees shall be entitled to twelve (12) holidays off with pay per year. The days observed as paid holidays for employees are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The employer retains the right to require employees to work on holidays. If an employee is required to work on the holiday, the Employer shall schedule a day off with pay as an alternate holiday for the employee and shall endeavor to schedule the day off during the same 28-day scheduling period as the actual holiday.

- 15.2 Religious Holidays. An employee may observe religious holidays which do not fall on the employee's regularly scheduled day off. Such religious holidays shall be taken off without pay unless: 1) the employee has accumulated vacation or floating holiday benefits available in which case the employee shall be required to take such holidays as vacation or floating holiday; or 2) the employee obtains supervisory approval to work an equivalent number of days at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of their religious holiday of their intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that the absence of such employee will not substantially interfere with the department's function.

**ARTICLE 16**  
**SICK LEAVE**

- 16.1 Employees shall earn one day of sick leave with pay per month. For purposes of sick leave accrual a “year of service” is twelve consecutive months following date of hire.
- 16.2 An employee’s sick leave balance may be carried over from year to year.
- 16.3 The intent of the parties is that Sick Leave under this Article includes legally mandated sick and safe leave. Accordingly, sick leave under this article may be used to the extent sick and safe leave is mandated by law, on the same terms and conditions as mandated by law. However, to the extent sick leave under this Article exceeds the requirements under law, such sick leave may be used only in accordance with any policy or rule adopted by the Employer applicable to the unclassified service. In the absence of such a policy or rule, the provisions of Civil Service Rule 16 shall apply.

**ARTICLE 17**  
**SICK LEAVE CREDIT PAY AND SEVERANCE PAY**

- 17.1 Eligible employees may elect to receive a cash payment for all or a portion of future accumulated sick leave in accordance with the sick leave credit pay plan in Minneapolis Code of Ordinance, Section 20.550, as amended. Any additional payments for calendar year 2024 due to the increased salary schedule referenced in Article 10 shall be made as soon as practicable following the Effective Date of this Agreement. In the event the Ordinance Section 20.550 is amended, the City will meet and negotiate with the Union regarding the effect of said amendments on bargaining unit members.
- 17.2 Eligible employees who retire may receive the cash value of a percentage of the employee’s accrued sick leave deposited into a Health Care Savings Account in accordance with Minneapolis Code of Ordinance, Section 20.440, as amended.

**ARTICLE 18**  
**PHYSICAL FITNESS PROGRAM**

Beginning with expenses incurred on or after January 1, 2024, employees shall be eligible for reimbursement for the cost of a single membership at a health club as described in Article 20.08, Subd.3 of the City of Minneapolis and Police Officers’ Federation of Minneapolis collective bargaining agreement. Notwithstanding the timelines in Section 29.02, Subd.3, employees are eligible for reimbursement for calendar year 2024 if that submit a properly supported request meeting all other requirements in Subd. 3 no later than 60 days following the Effective Date of this Agreement. Reimbursement payments for calendar year 2024 shall be made within 30 days of a properly supported request, to the extent not already made.

## **ARTICLE 19**

### **DRUG AND ALCOHOL TESTING**

- 19.01 Purpose Statement. Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City and the *Association*, by collective bargaining, adopted this Agreement concerning drugs and alcohol in the workplace. This Agreement establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

This drug and alcohol testing Article is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (Minnesota Statutes §181.950 to 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (Public Law 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this Article shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

#### 19.02 Work Rules

- (a) No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a valid medical reason or when approved by the Employer as a proper law enforcement activity.
- (b) No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a valid medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.
- (c) No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.
- (d) As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.
- (e) As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.
- (f) Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

19.03 Person Subject To Testing. All employees are subject to testing under applicable sections of this Article. However, no person will be tested for drugs or alcohol under this Article without the person's consent. The Employer will require an individual to undergo drug or alcohol testing only under the circumstances described in this Article.

19.04 Circumstances For Drug Or Alcohol Testing

A. Reasonable Suspicion Testing. The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or
2. Has used, possessed, sold or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment (other than in connection with the employee's official duties); or
3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or
4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work- related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol; or
5. Has discharged a firearm loaded with bullets, slugs or shot other than: (1) on an established target range; (2) while conducting authorized ballistics tests; (3) while engaged in recreational hunting activities; or (4) when authorized by a supervisor to shoot a wounded or dangerous animal or to disable a light, lock or other object which presents an impediment or hazard to an officer who is carrying out their lawful duties.

More than one Agent of the Employer shall be involved in determinations under subsections A.1. and A.2. of this Section 30.04.

The mere request or requirement that an employee be tested pursuant to subparagraph 3, 4 or 5, above, does not constitute an admission by the employer or the employee that the employee has caused an accident or death or injury to another nor does it create or establish any legal liability for the employer or the employee to another person or entity.

B. Treatment Program Testing. The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this Article or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee



may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that they will be subjected to Treatment Program Testing.

- C. Unannounced Testing by Agreement. The employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written “last-chance” agreement between the Employer and employee’s collective bargaining representative.
- D. Testing Pursuant to Federal Law. The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this Article that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this Article conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this Article, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

#### 19.05 Refusal To Undergo Testing

- A. Right to Refuse. Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.
- B. Consequences of Refusal. If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.
- C. Refusal on Religious Grounds. No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.
- D. Failure to Provide a Valid Sample with a Certified Result. Failure to provide a Valid Sample with a Certified Result shall constitute a refusal to undergo drug or alcohol testing under this Section 30.05. A “failure to provide a Valid Sample with a Certified Result” means: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; or 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

#### 19.06 Procedure For Testing

- A. Notification Form. Before requiring an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of this *Drug and Alcohol Testing Article*, and (2) indicate consent to undergo the drug and alcohol testing.

- B. Collecting the Test Sample. The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.
- C. Testing the Sample. The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet the criteria specified in Subds. 1, 3, and 5 of that statute.
- D. Thresholds. The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, Subd.1. The employer shall, not less than annually, provide the Association with a list or access to a list of substances tested for under this Article and the threshold limits for each substance. In addition, the employer shall notify the Federation of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.
- E. Positive Test Results. In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of their right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

19.07 Rights Of Employees. Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

- A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- B. The right to request and receive from the Employer a copy of the test result report;
- C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;
- D. The right to submit information to the employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;
- E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an

opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

- F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;
- H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;
- I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;
- J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.
- K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

19.08 Action After Test. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or on the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. Positive Test Result. Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

- 1. First Offense. The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with and LADC or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to

participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. Second Offense. Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may impose discipline up to and including discharge of the employee from employment. In determining the appropriate level of discipline for a second offense, the Employer shall consider the employee's employment history and the length of time between the first and second offense.

B. Suspensions and Transfers.

1. Pending Test Results From an Initial Screening Test or Confirmatory Test. While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.
2. Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense. When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use their accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.
3. Rights of Employee in Event of Work Restrictions. In situations where the employee is not allowed to remain at work until the end of their normal work day pursuant to this Paragraph B, the Employer may not prevent the employee from removing their personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that law enforcement action may be taken if the employee attempts to drive.

- C. Other Misconduct. Nothing in this Article limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of this collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution,

dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. Treatment Program Testing. The Employer may request or require an employee to undergo drug and alcohol testing pursuant to the provisions of Section 30.04, Subd. 2.

19.09 Data Privacy. The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result are requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

19.10 Appeal Procedures. Employees may appeal discipline imposed under this Article through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement.

19.11 Employee Assistance. Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

19.12 Distribution. Each employee engaged in the performance of any federal grant or contract shall be given a copy of this Article.

19.13 Definitions.

A. *Confirmatory Test* and *Confirmatory Retest* mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. *Controlled Substance* means a drug, substance, or immediate precursor in Schedules I through V of [Minnesota Statute § 152.02](#).

C. *Conviction* - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. *Criminal Drug Statute* means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

- E. *Drug* means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.
- F. *Drug and Alcohol Testing*, *Drug or Alcohol Testing*, and *Drug or Alcohol Test* mean analysis of a body component sample approved according to the standards established by the *Minnesota Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- G. *Drug-Free Workplace* means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- H. *Drug Paraphernalia* has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.
- I. *Employee* for the purposes of this Article means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.
- J. *Employer* means the City of Minneapolis acting through a department head or any designee of the department head.
- K. *Federal Agency* or *Agency* means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.
- L. *Individual* means a natural person.
- M. *Initial Screening Test* means a drug or alcohol test which uses a method of analysis allowed by the *Minnesota Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.
- N. *Legitimate Medical Reason* means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a legitimate medical reason.
- O. *Medical Review Officer* means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.
- P. *Positive Test Result* means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer pursuant to Section 19.06 (D) of this Article.

- Q. *Reasonable Suspicion* means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- R. *Under the Influence* means having the presence of a drug or alcohol at or above the level of a positive test result.
- S. *Valid Sample with a Certified Result* means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

## CITY OF MINNEAPOLIS

### NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION) AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the *Drug and Alcohol Testing Article (Article 30)* of the Collective Bargaining Agreement between the City of Minneapolis and the Police Officers Federation of Minneapolis. I hereby consent to undergo drug and/or alcohol testing pursuant to Article 30, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the City of Minneapolis. I further understand that the results of this testing may affect my employment status as described in Article 30.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

\_\_\_\_\_  
Name (Please Print or Type)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



**ARTICLE 20**  
**FITNESS FOR DUTY**

Fitness for duty and return to duty procedures for bargaining unit members shall be set in accordance with the Police Department Policy and Procedure Manual.

**ARTICLE 21**  
**SAVINGS CLAUSE**

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

**ARTICLE 22**  
**COMPLETE AGREEMENT**

22.1 This Agreement, including Attachments, shall constitute the full and complete agreement and commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The parties agree that this Agreement supersedes all prior agreements, including any previous written letters of agreement, letters of understanding, or memorandums of understanding, however titled, excluding grievance settlement agreements.

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

22.2 The parties agree that the City may correct any misspelled words, mathematical errors, and other clerical errors or omissions in this Agreement at any time. The City must give notice to the Association of any corrections made. The Association may request a meet and confer meeting no later than five (5) business days after the notice is provided. If no meet and confer meeting is requested, the changes will become effective.


**ARTICLE 23**  
**TERM OF AGREEMENT- DURATION**

The provisions of this Agreement shall become effective upon full execution of this Agreement, or upon publication of City Council and Mayoral approval in the Journal of Proceedings, whichever is later, (“Effective Date”), and shall remain in full force and effect through December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than October 2, 2026, that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

**SIGNATORY PAGE**


**NOW, THEREFORE**, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

**FOR THE CITY:**

DocuSigned by:  
  
7A636F07EE10453...  
Rasheda Deloney  
Director, Labor Relations

08/05/2025  
Date

**FOR THE UNION:**


Signed by:  
  
E806BF7E5B5B488...  
Jonathon Kingsbury  
President

08/05/2025  
Date

Signed by:  
  
CBCF3561A12B421...  
Joe Ditsch  
Attorney for Union

08/05/2025  
Date

**APPROVED AS TO FORM:**

Signed by:  
  
90C7F1EE048042F...  
Assistant City Attorney  
For City Attorney

08/07/2025  
Date

**CITY OF MINNEAPOLIS:**

DocuSigned by:  
  
B599A2DA0E77408...  
City Coordinator

08/07/2025  
Date

**COUNTERSIGNED:**

Signed by:  
  
02E06E87C1584F0...  
Finance Officer

08/07/2025  
Date

## **ATTACHMENT A**

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### **CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS ASSOCIATION OF POLICE  
DEPUTY CHIEFS, ROGERS MINNESOTA  
(MPD Assistant Chiefs and Deputy Chiefs)**

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### **LETTER OF AGREEMENT 2025 Health Plan**

**WHEREAS**, the City of Minneapolis (hereinafter “City”) and the Minneapolis Association of Police Deputy Chiefs, Rogers MN (MPD Assistant Chiefs and Deputy Chiefs) (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS**, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current CBA as it relates to the funding of the Health Plan beginning January 1, 2025;


**NOW, THEREFORE BE IT RESOLVED**, that the parties agree as follows for the period January 1, 2025 through December 31, 2025:

1. The City will offer a medical plan with six (6) provider options. Medica Elect is a managed care model, Medica Choice Passport is an open access model, and Vantage Plus with Medica, Park Nicollet and HealthPartners First with Medica, Ridgeview Community Network powered by Medica and Clear Value with Medica are accountable care organizations (ACOs). Medica Self-Insured (“Medica”) is providing certain administrative services, including claims processing, for all plan options. Notwithstanding any provision in the CBA to the contrary, coverage for an employee who meets the eligibility requirements set forth in the CBA shall start on the first day of the month following the employee’s date of hire, provided the employee has timely submitted the proper enrollment forms.
2. The City will continue a dual medical premium equivalent system that provides incentives for wellness program completion. The monthly medical premium equivalents for subscribers who earn the required wellness program points by August 31, 2024 (the “wellness premiums equivalents”) will be lower than the premium equivalents for subscribers who do not earn the required wellness program points by August 31, 2024 (the “standard premium equivalents”). Any changes to the wellness program requirements, including those implemented for 2025, will be as agreed upon by the Benefits Subcommittee of the Citywide Labor Management Committee. For 2025, the “wellness premium equivalent” will also apply to all employees who are newly enrolled in the medical plan after June 1, 2024. The wellness program requirements for 2025 (specifically the 3,000-point threshold to earn the incentive and the point structure are set forth on the MyMedica.com member portal) are as agreed upon by the Benefits Sub-committee of the Citywide Labor Management Committee.
3. For the period January 1, 2025 through December 31, 2025, the City will pay \$690.00 per month for employees who elect single coverage under the medical plan. For the period January 1, 2025 through December 31, 2025, the City will pay \$1,864.00 per month for employees who elect family coverage under the medical plan. The total monthly rate and the respective employer and employee monthly contributions for the period January 1, 2025 through December 31, 2025 are as set forth in Appendix A.

4. The City will continue the Health Reimbursement Arrangement (“the HRA”) which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees’ Beneficiary Association Trust (the “Trust”) through which the HRA is funded.
5. The Plan shall be administered by the City or, at the City’s sole discretion, a third-party administrator.
6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City’s discretion, from a third-party administrator in accordance with the conditions contained in the HRA. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet periodically to review the assets and investment options for the Trust.
7. The City shall pay the administration fees for HRA members who are current employees and other expenses pursuant to the terms of the HRA. HRA members who have separated from service will be charged the administration fee.
8. The City will make a contribution to the HRA in the annual amount of \$1,200.00 for employees who elect single coverage and \$2,400.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.
9. The Parties agree that, except for City contributions to the HRA, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or their health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.
10. Future cost sharing of medical premium equivalent costs between the employer and employees for the medical plan premium equivalents will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent an agreement to the contrary, the City shall bear 82.5% of any aggregate medical premium equivalent increase and the employees shall bear 17.5% of any aggregate medical premium increase.
11. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier or, so long as the City is self-insured, the third-party administrator of the City’s plan. The City and the Unions will also continue to work together each year to evaluate the health plan and related benefits so that the health benefits remains current, competitive, cost-efficient, and effective at meeting the needs of the City and employees.
12. This agreement does not provide the unions with veto power over the City’s decisions.
13. This agreement does not negate the City’s obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.
14. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.


**THE PARTIES** have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER:**

DocuSigned by:  
  
 7A636F07EF10453...  
 Rasheda Deloney  
 Director, Labor Relations

08/05/2025  
 Date

**FOR THE UNION:**

Signed by:  
  
 C8CF3561A12B421...  
 Joe Ditsch  
 Attorney for Union

08/05/2025  
 Date

City of Minneapolis  
2025 Medical Plan

Medical Plan	Full Cost	City Contribution		Employee Contribution		HRA/VEBA Contribution	
Wellness Rate		Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Annual
Full-time Employees							
Medica Elect							
Single	\$758.00	\$690.00	\$345.00	\$68.00	\$34.00	\$100.00	\$1,200.00
Family	\$2,116.00	\$1,864.00	\$932.00	\$252.00	\$126.00	\$200.00	\$2,400.00
Medica Choice Passport							
Single	\$832.00	\$690.00	\$345.00	\$142.00	\$71.00	\$100.00	\$1,200.00
Family	\$2,304.00	\$1,864.00	\$932.00	\$440.00	\$220.00	\$200.00	\$2,400.00
Vantage Plus with Medica (ACO)							
Single	\$718.00	\$690.00	\$345.00	\$28.00	\$14.00	\$100.00	\$1,200.00
Family	\$2,006.00	\$1,864.00	\$932.00	\$142.00	\$71.00	\$200.00	\$2,400.00
Park Nicollet and HealthPartners Medical Group First with Medica (ACO)							
Single	\$696.00	\$690.00	\$345.00	\$6.00	\$3.00	\$100.00	\$1,200.00
Family	\$1,944.00	\$1,864.00	\$932.00	\$80.00	\$40.00	\$200.00	\$2,400.00
Ridgeview Community Network powered by Medica (ACO)							
Single	\$696.00	\$690.00	\$345.00	\$6.00	\$3.00	\$100.00	\$1,200.00
Family	\$1,944.00	\$1,864.00	\$932.00	\$80.00	\$40.00	\$200.00	\$2,400.00
Clear Value with Medica (ACO)							
Single	\$696.00	\$690.00	\$345.00	\$6.00	\$3.00	\$100.00	\$1,200.00
Family	\$1,944.00	\$1,864.00	\$932.00	\$80.00	\$40.00	\$200.00	\$2,400.00
Standard Rates		Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Annual
Full-time Employees							
Medica Elect							
Single	\$816.00	\$690.00	\$345.00	\$126.00	\$63.00	\$100.00	\$1,200.00
Family	\$2,276.00	\$1,864.00	\$932.00	\$412.00	\$206.00	\$200.00	\$2,400.00
Medica Choice Passport							
Single	\$890.00	\$690.00	\$345.00	\$200.00	\$100.00	\$100.00	\$1,200.00
Family	\$2,466.00	\$1,864.00	\$932.00	\$602.00	\$301.00	\$200.00	\$2,400.00

<b>Vantage Plus with Medica (ACO)</b>							
Single	<b>\$776.00</b>	\$690.00	\$345.00	\$86.00	\$43.00	\$100.00	\$1,200.00
Family	<b>\$2,158.00</b>	\$1,864.00	\$932.00	\$294.00	\$147.00	\$200.00	\$2,400.00
<b>Park Nicollet and HealthPartners Medical Group First with Medica (ACO)</b>							
Single	<b>\$754.00</b>	\$690.00	\$345.00	\$64.00	\$32.00	\$100.00	\$1,200.00
Family	<b>\$2,096.00</b>	\$1,864.00	\$932.00	\$232.00	\$116.00	\$200.00	\$2,400.00
<b>Ridgeview Community Network powered by Medica (ACO)</b>							
Single	<b>\$754.00</b>	\$690.00	\$345.00	\$64.00	\$32.00	\$100.00	\$1,200.00
Family	<b>\$2,096.00</b>	\$1,864.00	\$932.00	\$232.00	\$116.00	\$200.00	\$2,400.00
<b>Clear Value with Medica (ACO)</b>							
Single	<b>\$754.00</b>	\$690.00	\$345.00	\$64.00	\$32.00	\$100.00	\$1,200.00
Family	<b>\$2,096.00</b>	\$1,864.00	\$932.00	\$232.00	\$116.00	\$200.00	\$2,400.00
<b>Delta Dental Plan</b>		City Contribution		Inactive/Retiree Contribution			
<i>Full-time Employees</i>		<i>Monthly</i>		<i>Monthly</i>			
Active - Single & Family		\$74.00		-			
COBRA - Single		-		\$37.00			
COBRA - Family		-		\$100.00			