The City of Minneapolis Proposals for the contract titled

The City of Minneapolis and The Police Officers' Federation of Minneapolis, Labor Agreement, Police Unit

For the Period of January 1, 2026 to December 31, 2028

A three-year term

Proposals as of September 12, 2025

In addition, City refers to the Repudiation Letter.

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City Proposal 1: Section 1.01 – Representation, include Detective and Car 9 Lieutenant

Proposed Language:

Section 1.01 – Representation

The City recognizes the Federation as the exclusive representative for the unit consisting of employees serving in the following job titles: Police Officer, Sergeant, and Lieutenant, Detective, and Police Lieutenant Car 9 ("Watch Commander").

City Proposal 2: Section 11.02 – Grievance Procedure Subd. 3. Step Three, Regular Arbitration- Change to Strike Procedure

Proposed Language:

[second paragraph]

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators maintained in accordance with the Memorandum of Agreement attached hereto as Attachment <u>E.</u> Arbitrators shall be selected from the panel on a rotating basis, <u>with each Party having the right to exercise one strike</u>. If a grievance is referred to arbitration and no arbitrators on the panel are available to hear the case, <u>or if the parties mutually agree</u>, 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 Federation shall select an arbitrator using the alternate strike method with the party exercising the first strike selected by coin flip. In scheduling arbitration hearings, the parties will give priority to grievances contesting the discharge of an employee.

City Proposal 3: Section 13.02 – Wage Schedule

Proposed Language:

Wage proposal forthcoming.

City Proposal 4: Section 16.01 – Job Classifications - addition of Detective and Police Lieutenant Car 9.

Proposed Language:

Section 16.01 - Job Classifications

The parties recognize that work and methods of service delivery may change from time to time. The general responsibilities described below are intended to establish guidelines to determine to which job classification work should be assigned. However, these descriptions are not intended to be exhaustive or to limit the ability of the City to respond to changing demands. As determined by the Chief, in response to changing demands and needs within the City, members in any job classification may be assigned to perform Police Officer functions at any time for any duration. When so assigned, Detectives, Sergeants, and Lieutenants will continue to be paid commensurate with their job classifications during such assignments.

<u>Police Officer</u> - Front line sworn employee to perform the following as directed by a superior: patrol assigned areas, respond to 911 calls, detect, deter and conduct primary investigation of crimes, maintain law and order, make arrests, assist the public and assure public safety. May perform certain secondary investigative functions under the supervision and at the direction of a <u>Detective</u>, Sergeant or Lieutenant. Not <u>a</u> supervisor as defined by Minnesota Statute 179A.03, Subd. 17. For example, a Police Officer shall not assign cases, direct or evaluate the work of another Police Officer, authorize arrests or coordinate or direct the execution of search warrants or wire taps.

<u>Detective</u> - Perform secondary case investigation of crimes and assure public safety. <u>May supervise and direct subordinates.</u>

<u>Sergeant</u> - Administer the directives of superiors and guide the actions of subordinates in enforcing Federal, State and local laws for the Minneapolis Police Department; perform secondary case investigation of crimes and assure public safety. Supervisor as defined by Minnesota Statue 179A.03, Subd. 17. <u>Sergeants may also perform Detective work, when directed by a supervisor</u>.

<u>Lieutenant</u> - Commands and supervises major areas or programs as defined by the Chief, enforces compliance with departmental policies, procedures and goals. Supervisor as defined by Minnesota Statue 179A.03, Subd. 17.

<u>Police Lieutenant Car 9 ("Watch Commander") - Provides operational oversight during certain assigned shifts. Supervisor as defined by Minnesota Statue 179A.03, Subd. 17. Police Lieutenant Car 9 shall be selected at the Chief's discretion.</u>

City Proposal 5: Sections 16.02 and 17.02, Subd. 1. – Permanent changes.

Will propose language to make currently temporary Attachment J permanent.

Reason for the ratios and bidding requirements decades old and do not reflect needs or practice of a modern police department.

City Proposal 6: Section 19.02 – Promotions

Proposed Language:

Section 19.02 - Promotions

a. Examinations. Promotional examinations, as defined in Civil Service Rule 6.05, shall be offered to current sworn employees in the classified service who meet minimum qualifications to compete for promotion to the classes of detective, sergeant, and lieutenant. or captain. Promotional examinations under the Civil Service Rules shall not be required for

promotion to the class of Commander. The Human Resources (HR) Department shall be responsible for developing job-related examination components for all promotional examinations. In doing so, the HR Department will involve the police administration and the Federation to ensure the components consist of bona fide occupational qualifications. Examinations may consist of one or more of the following components: written test, oral interview, rating of education, skills, and/or experience, practical/work sample, performance history, physical performance, or other components so long as they have been discussed with the police administration and the Federation. The HR Department retains the discretion to establish the examination components and the relative weight of each component. The candidates advancing to successive components in the examination may be restricted to the most highly qualified candidates. Once the components and/or criteria are posted and applications are received, the Employer shall not deviate from the declaration without a legitimate business reason and after providing proper notice and rationale to the Federation for comment and to the candidates. Matters related to unilateral changes in the criteria and/or components after receiving application shall be subject to Expedited Arbitration as defined in Section 11.06, notwithstanding the "mutual agreement" provisions.

City Proposal 7: Section 22.05 – Scheduling Vacations, language cleanup

Proposed Language:

Section 22.05 - Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's immediate supervisor with particular regard for the needs of the Employer, the seniority of employee in their rank, and, insofar as practicable, the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action- except as referenced in Section 12.01. A vacation request may only be approved to the extent that the employee has sufficient time in their vacation account.

City Proposal 8: Section 26.05, Subd. 1(b)— Special Provisions Regarding Critical Incidents

Proposed Language:

Subd. 1. Definitions

The following terms as used herein shall have the following meanings:

- 1. *Critical incident*. An incident involving any of the following situations occurring in the line of duty:
- a. the use of Deadly Force, as defined by Minn. Stat. §609.066, by or against a Minneapolis Police Officer; or

b. a situation in which a person who is in the custody or control of an officer dies or sustains substantial great bodily harm.

City Proposal 9: Section 33.01 – Term of Agreement and Renewal

Proposed Language:

Delete current 33.01 and include the following:

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, [YEAR]. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than [DATE], that it desires to modify or terminate the Agreement.

City Proposal 10: Attachment A – Medical Screening for Air Purifying Respirators

Consider language to match current parties' practice in this area.

City Proposal 11: Attachment D – Duty Status Review Process

Consider language to match current parties' practice in this area.

City Proposal 12: Attachment G - Extend Case Investigator LOA permanently

Continue to have the ability to use civilian personnel to assist with criminal investigations on a permanent basis.

City Proposal 13: Attachment J – Letter of Agreement

Will be making proposal in this area, in permanent language change. Will then seek removal of this LOA.

City Proposal 14: Attachment K – Regarding Preservation of Right Regarding Squad Car Video and Audio

Seeking deletion. By its own terms it no longer applies.

City Proposal 15: NEW Attachment L - LOA PROPOSAL — Language Access Premium Rate of Pay

CITY OF MINNEAPOLIS
And
POLICE OFFICERS FEDERATION
OF MINNEAPOLIS

LETTER OF AGREEMENT Language Access Plan Premium Rate of Pay

WHEREAS, the City of Minneapolis ("Employer") and the Police Officers Federation of Minneapolis ("Federation") are parties to a Collective Bargaining Agreement currently in effect; and

WHEREAS, the population of the City of Minneapolis is becoming increasingly diverse; and

WHEREAS, the Minneapolis City Council has adopted a Language Access Plan ("Plan") to make City programs, services and activities more accessible to members of the public with limited-English language proficiency; and

WHEREAS, the Employer wishes for City employees who possess and use specific language skills in providing City services to be eligible to receive additional compensation for use of those skills.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

 Applicable Languages. Languages other than English to which this Letter of Agreement applies are Spanish, Somali, Hmong, Amharic, Vietnamese, Lao, American Sign Language, and Oromo ("other language"). Additional languages may be designated if identified by the Minneapolis Police

- Department and authorized by the Chief with consultation from the City's Chief Human Resources Officer.
- 2. Utilization of Skills in Other Languages. In its sole discretion, the Employer may provide additional compensation (known as the "Language Pay Plan Premium") to qualified employees who intermittently utilize skills in other languages providing City services to members of the public with limited-English proficiency under the following conditions:
 - a. An employee's supervisor assigns an employee to use the employee's other language skills; and
 - b. The employee's use of the other language skills is advantageous to the employee's job performance; and
 - c. Use of the other language skills will allow access to, or provide City services to, members of the public with limited-English proficiency; and
 - d. Employees authorized to receive the Language Pay Plan Premium shall have their name and language skill identified in the CAD system to increase utilization through the dispatch process.
- 3. Demonstration of Proficiency. In order to be qualified for the premium described herein, employees must demonstrate proficiency in the other language at the competency level required by the Employer. The Employer, in its sole discretion, will establish and maintain language proficiency levels required by the department based upon business needs.
- 4. Premium Rate of Pay. Effective January 1, 2026, employees shall be compensated at a rate of \$46.153 per two-week period in which there are hours of work including the utilization of the language skill as described in this LOA.
- 5. Duration. This LOA is effective through a trial period of December 31, 2028. After that time, this LOA will lapse, but the parties may agree to either renegotiate the terms or incorporate this language into the collective bargaining agreement.
- 6. This Letter of Agreement shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceedings, except in a proceeding

arising from claims brought under this Letter of Agreement. The parties shall not ever assert or claim that this Letter of Agreement is precedent in any current or future personnel action or administrative procedure or litigation of any kind.

- 7. The terms of this Letter of Agreement shall not be construed to place any limits on management rights so long as such rights are not in conflict with a stated term of this Letter of Agreement.
- 8. The parties agree that this Letter of Agreement constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein. All other terms and conditions of the Labor Agreement will remain in force.
- 9. This Letter of Agreement is expressly conditioned on approval by the Minneapolis City Council and Mayor of Minneapolis.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:		FOR THE FEDERATION:		
Rasheda Deloney	Date	Sherral Schmidt	Date	
Director, HR Labor Relations		President		
		James P. Michels	Date	
		Attorney		