

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

**CITY'S COUNTERPROPOSAL AND RESPONSE #2
(November 7, 2025)**

Items Listed in Sequential Order per Existing CBA

Note: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-1 Section 1.01 – Representation and Wage Schedules.
E-1

Union Proposed: Add Watch Commander classification.

Employer Proposed:
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”).

Union Response:
Agree to add Car 9/Watch Commander.

Need more discussion on implications of Detective Rank.

- Why?
- Job study?
- Classified position
- Qualifications
- Pay
- Eligibility for promotion to Lieutenant
- Duties?
- Impact on lieutenants job
- Uniformed status?
- Assignments/scheduling

11.7.2025: City Response: The City is working to diligently to provide a response.

U-2 Wages – Section 13.02, Appendix A.
E-3

Union Proposes:

Effective 1/1/2026	4.00% General Wage Adjustment ATB 1.50% Market Adjustment ATB
Effective 1/1/2027	3.00% General Wage Adjustment ATB 1.50% Market Adjustment ATB
Effective 1/1/2028	3.00% General Wage Adjustment ATB 1.00% Market Adjustment ATB

11.7.2025: City Response: The City does not agree to additional market adjustment for this contract cycle. The City has made significant wage adjustments during the last contract cycle that has made it competitive. Other than general wage adjustments, the City does not have the fiscal resources to support this proposal.

U-3 Wages – Section 13.02, Appendix A.

Union Proposed: Amend the wage schedule to reflect the Lieutenant in charge of the Homicide and Internal Affairs Unit replace the Supervisor of Licenses at salary grade 4.

Employer Response: Do Not Agree

Union Proposes: Renew prior proposal

11.7.25 Employer Response: City is taking this proposal under review.

U-4 Longevity Pay Schedule – Section 13.4, Appendix A

Union Proposed: Maintain the long-standing relationships by which the longevity pay schedule is adjusted in the same amounts and effective dates as adjustments to the wage schedule.

Employer Response: Economic Deferred

Union Proposes: Renew prior proposal

11.7.25 Employer Response: TA

U-5 Longevity Pay Schedule – Section 13.4, Appendix A.

Union Proposed: Add steps to the schedule to retain employees.

Employer Response: Do Not Agree

Union Proposes: Will withdraw if Employer agrees to U-28 (sick leave separation pay).

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-6 Night Differential – Section 13.5, Appendix A.

Union Proposed: To maintain the long-standing relationships by which shift differential is adjusted in the same amounts and effective dates as adjustments to the wage schedule.

Employer Response: Economic Deferred

Union Proposes: Renew prior proposal and modify the qualifying period for night differential from 4:00 p.m. to 6:30 a.m. (presently ends at 6:00 a.m.)

11.7.25 Employer Response: The City is willing to consider as part of a total package.

U-7 Lateral Hires – Section 13.08.

Union Proposed: Clarify who qualifies for lateral hire consideration by amending the preamble to Subd. 1 as follows:

Notwithstanding any provision of the Civil Service Rules to the contrary, the Chief may, upon the prior advice and consent of the Chief Human Resources Officer, use the following process to make offers of employment for the job classification of Police Officer to applicants with prior sworn law enforcement experience. “Prior law enforcement experience” means that the applicant has passed training and probation as a sworn officer at the law enforcement agency at which they were most recently employed.

Employer Response: Do Not Agree

Union Proposes: The Federation renews its proposal.

Rationale: Years ago when prior service credit was first added to the Labor Agreement, there were more stringent limitations on how much credit could be given based on years of service and the size of the department at which the candidate previously worked. Over time, more flexibility was given. However, recently this provision has been abused by management by giving “prior law enforcement credit” to people who failed to complete the rookie academy at their prior employer or failed to complete their FTO training. A case could be made that we shouldn’t even be hiring such folks in the first place, let alone starting them at a higher rate than other candidates. Prior service credit should only be given to candidates who actually passed their probation and were fully functional as police officers with another agency. Frankly, we cannot understand why the City would even want to pay more money for marginally qualified candidates.

11.7.25 Employer Response: The City would like to have further discussion on this proposal.

U-8 Section 13.10 (NEW) Patrol Premium.

Union Proposed: To incent employees to remain in patrol assignments, the Federation proposed a premium of 5% for employees permanently assigned to patrol or supervising patrol.

Employer Response: Do Not Agree

Union Proposes: Modify proposal to a 3% premium for employees permanently assigned to patrol or supervising patrol.

11.7.25 Employer Response: City not willing to consider. This job classification’s tasks and responsibilities have already been considered.

U-9 Section 13.11 (NEW) Specialty Pay.

Union Proposed: Any employee assigned to any of the following special assignments shall receive a premium of 2% in addition to their base rate of pay: Bomb Squad, SWAT, Crisis Negotiators, Mobile Command, SIC, or other assignments within the Special Operations and Intelligence Division for which specialized skills and/or training is required.

Employer Response: Do Not Agree

Union Proposes: The Federation is willing to withdraw this proposal if the employer agrees to U-2, U-3, U-4, and U-8 (economic proposals)

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-10 Section 13.12 (NEW) Second Language Premium.

Union Proposed: To discuss appropriate and equitable compensation for officers who are proficient in a language other than English.

Employer Response: May be interested. Suggested creating work group.

Union Proposes: Agreeable to create a work group to develop a joint proposal on this issue.

11.7.25 Employer Response: City encourages Federation to identify issues with City proposal. We are not interested in increasing incentives nor incurring additional costs. Once issues are identified, the city is open to meeting with a workgroup.

U-11 Section 13.13 (NEW) Education Premium.

Union Proposed: The Federation would like to discuss additional compensation for officers who have a Bachelors or Masters Degree in a field related to law enforcement.

Employer Response: Do Not Agree

Union Proposes: The Federation is willing to withdraw this proposal if the employer agrees to U-2, U-3, U-4, and U-8 (economic proposals)

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-12 Section 13.14 (NEW) Tuition Reimbursement.

Union Proposed: The Federation seeks a benefit similar to that enjoyed by other City employees.

Employer Response: Do Not Agree

Union Proposes: The Federation is willing to withdraw this proposal if the employer agrees to U-2, U-3, U-4, and U-8 (economic proposals)

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-13 Section 13.15 (NEW) Deferred Compensation Match.

Union Proposed: The Federation seeks to add an Employer match pending the outcome of coalition bargaining on the issue.

Employer Response: Part of BLMC Work Group

Union Proposes: Renew subject to BLMC Work Group

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-14 Section 13.16 (NEW) City Residency Incentive.

Union Proposed: The Federation would like to discuss annual residency stipend to incent people to live in the City of Minneapolis and a one-time relocation reimbursement for officers willing to move into the City.

Employer Response: Do Not Agree

Union Proposes: The Federation is willing to withdraw this proposal if the employer agrees to U-2, U-3, U-4, and U-8 (economic proposals)

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-15 Section 13.17 (NEW) Parking Assistance.

Union Proposed: The Federation would like to discuss free or reduced rate parking for employees who work downtown (equity with precinct employees who have free, secure parking).

Employer Response: Part of BLMC Work Group

Union Proposes: Renew subject to BLMC Work Group

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-16 Section 13.18 (NEW) – Interest on Retro Pay.

Union Proposed: The Federation is seeking language providing that interest at the statutory judgment rate be assessed on any retro compensation that is not fully paid within 60 days of:

- the approval of the labor agreement by the City Council; or
- an interest arbitration award; or
- a grievance arbitration award that results in back pay or other retroactive “make whole” provisions.

Employer Response: Do Not Agree

Union Proposes: Renew proposal.

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-17 Section 15.03 (NEW) - Employer Contribution to Post-Employment Health Care Savings Account.

Union Proposed: To attract and retain sworn personnel, a new benefit be added in the form of an annual employer contribution to the Employee’s PEHSP account in the amount of 2% of an employee’s base pay for the calendar year (including shift differential and other premiums such as FTO, but excluding overtime). The contribution would be 5% for an employee who has 10-years of sworn service with MPD and who is eligible to begin receiving a retirement annuity from PERA. The contribution is payable to any employee who remains in paid status (or unpaid military leave) as of December 31 of each year. Alternatively, the Federation proposes to discuss an employer contribution toward the premium for health insurance for retirees under the age of 65.

Employer Response: Do Not Agree

Union Proposes: Renew proposal.

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-18 Section 17.02, subd. 5 – Reassignment After Bid.

Union Proposed: The Federation would like to allow more flexibility for employees and precinct Inspectors after the Bid to accommodate special circumstances. The Federation proposes the following amendment to the language:

Subd. 5. Transfers into the Precinct or Assignment of New Employees After the Commencement Date

If, after the Commencement Date: an employee transfers into a Precinct to work in a Bid Assignment by any means other than pursuant to Subd. 4 of this Section, or an employee already in a Bid Assignment in the Precinct makes a written request for an accommodation due to special circumstances; the Inspector may (after consultation with the Federation in the case of a Precinct employee who has requested accommodation) assign the employee to any unclaimed vacant Bid Assignment or create a new Bid Assignment for the employee.

Employer Response: Considering

Union Proposes: Renew prior proposal.

11.7.25 Employer Counter:

If, after the Commencement Date: an employee transfers into a Precinct to work in a Bid Assignment by any means other than pursuant to Subd. 4 of this Section, or an employee already in a Bid Assignment in the Precinct makes a written request for a change due to special circumstances; the Inspector may (after consultation with the Federation in the case of a Precinct employee who has requested a change) assign the employee to any unclaimed vacant Bid Assignment or create a new Bid Assignment for the employee.

U-19 Article 17 – Sick Leave.

Union Proposed: The Federation proposes to amend the agreement based on the outcome of coalition bargaining regarding ESST.

Employer Response: Part of coalition bargaining.

Union Proposes: Renew proposal subject to coalition bargaining.

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-20 Article 17 – Weather Event Waiver.

Union Proposed: The Federation is willing to negotiate over the waiver reference in Minn. Stat. § 181.9447, subd. 12 as part of a total contract package.

Employer Response: Employer seeks the waiver.

Union Proposes: The Federation remains willing to accept the waiver subject to resolution of all issues.

11.7.25 Employer Response: Employer agrees there should be language consistent with Minn. Stat. § 181.9447, subd. 12.

U-21 Section 20.03, subd. 5 – FTO.

Union Proposed: Address:

- Language to identify what roles and responsibilities are included in being an FTO
- Language to identify the circumstances that would disqualify an officer from serving as an FTO
- Amending the compensation arrangement.
- Need for management to actually consider input from FTOs

Employer Response: Do not agree

Union Proposes: Renew prior proposal.

11.7.25 Employer Response: City not willing to negotiate this item.

U-22 FTO Pay – Section 20.03.

Union Proposed: Add language similar to that with shift differential and longevity that the dollar amounts adjust in the same amounts and dates as wage adjustments.

Employer Response: Do not agree

Union Proposes: Modify proposal to increase annual compensation to \$4,000 (presently \$3,000).

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-23 Article 22 – Vacation Accrual.

Union Proposed: Adopt changes to the accrual schedule resulting from coalition bargaining, or take floating holidays in lieu of additional vacation.

Employer Response: Part of BLMC Work Group

Union Proposes: Renew subject to BLMC Work Group

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-24 Article 22 – Vacation.

Union Proposed: Address the ability of employees to utilize their vacation benefit. Ideas include, but are not limited to: renewing the MOU on vacation carryover; amend the vacation credit pay provisions of Section 22.03(d); or increase the accrual cap, or a combination of these concepts.

Employer Response: Do not agree

Union Proposes: Renew existing MOA on vacation carryover.

11.7.25 Employer Response: City's position is unchanged.

U-25 Section 23.01 – Floating Holidays.

Union Proposed: Add any floating holidays granted to other City employees based on the outcome of coalition bargaining.

Employer Response: Part of BLMC Work Group

Union Proposes: Renew subject to BLMC Work Group

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-26 Section 24.04 – Military Leave With Pay.

Union Proposed: The Federation proposes to increase paid military leave to 20 days.

Employer Response: Do not agree

Union Proposes: Renew prior proposal.

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-27 Section 24.10 (NEW) – Paid Family Leave.

Union Proposed: The Federation is willing to amend the labor agreement based on the outcome of coalition bargaining, so long as it addresses:

- Employee portion of payroll tax no more than the lesser of 50% of the State plan or 50% of a qualifying replacement plan maintained by the city.
- Allows for the use of vacation/sick leave/comp time to supplement the PFL benefit.
- Allows for intermittent leave (would also apply to Section 24.08 Paid Parental Leave) in increments more flexible than two-week blocks. ‘
- Allows for benefit in the event of a still birth on the same terms as a live birth (would also apply to Section 24.08)
- Add term to 24.08 that there is no “claw back”

Employer Response: Part of coalition bargaining.

Union Proposes: Renew proposal subject to coalition bargaining.

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U19, U23, U25, U27 and U31.

U-28 Section 28.02 – Sick Leave Separation Pay.

Union Proposed:

- a. Changing the percent of payout as follows:
 - Completed 26 years – 60%
 - Completed 27 years – 70%
 - Completed 28 years – 80%
 - Completed 29 years – 90%
 - Completed 30 years – 100%
- b. Increase cap on what can be paid out to 1,200

Employer Response: Deferred as economic item.

Union Proposes: Renew prior proposal.

11.7.25 Employer Response: In light of the union's economic proposals, the city is not willing to consider. The City does not have the fiscal resources to support this proposal.

U-29 Section 29.01 – Fitness Premium (new item).

Union Proposed: Pay a premium of fifty cents an hour to an employee who meets the fitness standards in Section 29.01.

Employer Response: Do Not Agree

Union Proposes: The Federation is willing to withdraw this proposal if the employer agrees to U-2, U-3, U-4, and U-8 (economic proposals)

11.7.25 Employer Response: City not willing to consider. The City does not have the fiscal resources to support this proposal.

U-30 Section 29.02 - Health Club Reimbursement

Union Proposed: Revise the reimbursement amount consistent with the process provided in Section 29.02.

Employer Response: Conceptual agreement to reflect current amount and retain re-consideration process.

Union Proposes: Renew proposal.

11.7.25 Employer Response: TTA

U-31 Article 30 – Drug and Alcohol Testing.

Union Proposes: Amend the contract based on the outcome of coalition bargaining. We may also need to address addition language/issues unique to law enforcement.

Employer Response: Part of coalition bargaining.

Union Proposes: Renew proposal subject to coalition bargaining.

11.7.25 Employer Response: Placeholders will not be discussed at every negotiation session. U13, U15, U17, U23, U25, U27 and U31.

U-32 Section 33.01 – Duration

Union Proposed: The length of the contract is dependent upon the economic package.

Employer Response: Seeks 3-year agreement.

Union Proposal: duration depends on economic package.

11.7.25 Employer Response: City renews response

U-33 Attachments

	<u>Union</u>	<u>Employer</u>	<u>Union</u>
A. Respirators	Renew	See E-10	Need more info
B. Health Plan	2026 MOA	TA	
C. Job Bank	Renew	TA	
D. Duty Status	Renew	See E-11	Need more info
E. Arbitrator panel	Renew	See E-2	See E-2
F. Commander	Renew		
G. Case Investigator	Renew	See E-12	Renew
H. Max Vacation Accrual	Renew	Sunset	Renew- Reject
I CSOT	Renew	Sunset	Renew-Reject
J. Temp. Staffing Agt	May be willing to renew	See E-13	Willing to renew
K. Preservation of Rights	Renew	See E-14	Renew

11.7.25 Employer Responses for Attachments:

Attachment F

There seems to be a typo for this dated MOA.

- Typo in 1.b. – Should say agree to abolishment of Captain rank.

Attachment G

The City seeks a permanent change to the contract language. If no permanent change is agreed to, the City would like to extend this LOA through the contract cycle.

Attachment J

The City seeks a permanent change to the contract language. If no permanent change is agreed to, the City would like to extend this LOA through December 31st 2030.

Attachment K

By its own terms it was written for an MVR system that is no longer in use. Without the MOA, the parties are in the same position: each can make the same arguments referenced within the MOA. The union can argue that it feels that the City must bargain impacts of technology, and the City can argue that implementation of technology is an inherent managerial right per statute Minn. Stat 179A.07 and need not be bargained, that case law has established that video like BWC has been determined to be an inherent managerial right, and that impacts would be inextricably intertwined with implementation.

In other words, the Attachment K MOA has no practical effect at all, as the City argued during the last bargaining cycle. It should be removed for brevity and to avoid confusion.

If the Federation feels that the MOA has an effect, it should identify instances where it would have effect. If an actual effect of this MOA still exists (which the City feels it does not), this MOA should be simplified to address that specific concern, and not reference dated agreements and technologies that are no longer used.

U-34 Miscellaneous/Housekeeping

Update dates and eliminate obsolete language

11.7.25 Employer Response: TA

U-35 Article 18 – Work Schedules
NEW

Union Proposal: No change to existing language.

The City has placed this issue on the table under the pretext of a termination of a past practice. To the extent there is any past practice, it is of a nature that cannot be unilaterally terminated. Further, the City's notice fails to articulate the practice that it purports to terminate. Thus, the "repudiation notice" is ineffective and is merely a sham that repudiates nothing other than the City's obligation to bargain in good faith. If the City wants to change how officers are scheduled to work, it must bargain for changes to Article 18. In fact, the obligation to bargain was recognized by the Labor Relations Director in her email dated March 12, 2025, in response to a letter from the Federation's attorney dated March 4, 2025. These points are more fully addressed in the Federation's letter response to the city's repudiation letter.

11.7.25 Employer Response: See City's repudiation letter response.

U-36 Section 24.08 – Parental Leave.

NEW The Federation would like to discuss modifying the intermittent leave rules to address a specific problem that has arisen when employees on leave receive a court subpoena.

11.7.25 Employer Response: City is open to discussion.

E-1 Representation – See U-1

11.7.25 Employer Response: Please see city response U1

E-2 Section 11.02, Subd. 3 – Grievance Procedure

Employer Proposed:

[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 E. Arbitrators shall be selected from the panel on a rotating basis, with each Party having the right to exercise one strike. If a grievance is referred to arbitration and no arbitrators on the panel are available to hear the case, or if the parties mutually agree, 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.

Union Response: TA on Employer proposal.

E-3 Wages – See U-2

11.7.25 Employer Response: Please see city response U2.

E-4 Section 16.01 – Job Classifications – Detective and Police Lieutenant Car 9

Employer Proposes:

Amend language as follows:

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.

Police Officer - 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 Detective, Sergeant or Lieutenant. Not a 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.

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

Sergeant - 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. Sergeants may also perform Detective work, when directed by a supervisor.

Lieutenant - 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.

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.

Union Response: See U-1 for questions and concerns regarding Detective job classification.

11.7.25 Employer Response: Please see city response U1

E-5 Sections 16.02, 17.02, Attachment J

Employer Proposes: Incorporate terms of Attachment J into permanent amendment to contract language.

Union Response: Willing to agree to renew Attachment J as part of total settlement package. Do not agree to permanently amend Sections 16.02 and 17.02.

11.7.25 Employer Response: City renews proposal

E-6 Section 19.02 – Promotions

Employer Proposal: Amend language as follows:

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.

Union Response: Agree to delete references to Captains and Commanders. Need more discussion on addition of detectives. See U-1.

11.7.25 Employer Response: Please see city response U1

E-7 Section 22.05 – Scheduling Vacations

Employer Proposal: Amend language as follows:

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.

Union Response: TA on Employer proposal.

E-8 Section 26.05, Subd. 1(b) – Critical Incidents

Employer Proposal: Amend language as follows:

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.

Union Response: TA on Employer proposal.

E-9 Section 33.01 – Term of Agreement and Renewal

Employer Proposal: Amend language as follows:

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.

Union Response: Do not agree

11.7.25 Employer Response: As you aware, this language is consistent with other city CBA's. Please identify the issues.

E-10 Attachment A – Medical Screening for Air Purifying Respirators

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

Union Response: Need discussion to understand how practice differs from language.

11.7.25 Employer Response: Please see union attachment reflecting proposed edits.

E-11 Attachment D – Duty Status Review Process

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

Union Response: Need discussion to understand how practice differs from language.

11.7.25 Employer Response: The City is working to diligently to provide a response.

E-12 Attachment G – Case Investigator LOA

Employer Proposes: Incorporate terms of Attachment G into permanent amendment to contract language.

Union Response: May be willing to agree to renew Attachment G as part of total settlement package. Do not agree to permanently add to contract.

11.7.25 Employer Response: Please see City Response under U33

E-13 Attachment J – Letter of Agreement

Employer Proposes: Incorporate terms of Attachment J into permanent amendment to contract language.

Union Response: May be willing to agree to renew Attachment J as part of total settlement package. Do not agree to permanently add to contract.

11.7.25 Employer Response: Please see City Response under U33

E-14 Attachment K – Regarding Preservation of Rights

Employer Proposes: Delete Attachment K

Union Response: Do not agree.

11.7.25 Employer Response: Please see City Response under U33

E-15 (NEW) ESST Waiver

11.7.25 Employer proposes:

The parties agree to waive the application of Minn. Stat. 181.9447, subd. 3, for absences from work in excess of the minimum amount required in Minn. Stat. 181.9446. The parties further agree to waive the application of Minn. Stat. 181.9447, subd. 1, clause (4), for absences due to an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.

The City reserves the right to add additional issues during the course of negotiations upon notice to the Employer (consistent with the Ground Rules) and to withdraw or modify its position on any issue until a final agreement is reached on all issues.

ATTACHMENT A

CITY OF MINNEAPOLIS

And

**THE POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

LETTER OF AGREEMENT Medical Screening for Air Purifying Respirators

The City of Minneapolis (hereinafter “Employer”) and The Police Officers’ Federation of Minneapolis (hereinafter “Federation”) (collectively, “Parties”) are signatories to a Labor Agreement effective January 1, 2023 through December 31, 2025 (the “Labor Agreement”). This Letter of Agreement outlines additional agreements previously reached by the Parties, which the Parties agreed during the course of collective bargaining to affirm and append to the Labor Agreement.

RECITALS

The Employer has determined that all sworn personnel should be fitted for Air Purifying Respirators (“APRs”).

The Occupational Safety and Health Administration (“OSHA”) regulations provide that before fitting employees for an APR, the employee must provide medical information by completing a questionnaire or having a physical examination.

The Employer desires to use the medical information questionnaire for screening and to require all sworn personnel to complete the questionnaire.

The Federation has asserted that the requirement that all employees complete the questionnaire constitutes a “term and condition of employment” as defined by the Minnesota Public Employees Labor Relations Act (“PELRA”).

The Federation has asserted concerns that the disclosure of medical information may have an adverse impact on the employment status of some of its members.

The parties desire to minimize the potential for future disputes and to proceed with providing APRs to all eligible employees on the terms and conditions set forth herein.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

The Employer may require all sworn employees in ~~the rank of Police Officer, Sergeant and, Lieutenant~~ to complete the Respirator Certification Questionnaire (the "Questionnaire") and the Respirator Fit Test, ~~in the form attached hereto as Exhibit A;~~ provided that the same policies, practices and requirements as set forth herein are applied to all sworn personnel employed by the Department.

Upon completion of the questionnaire, the employee will electronically submit it to Third Party Vendor for review by a medical team and medical director. The employee and the Health and Safety Coordinator will be notified of all questionnaires pass and fail results. Questionnaires will be maintained by Third Party Vendor and MPD Health and Safety Coordinator.

~~Upon completion, the employee will place the Questionnaire in a sealed envelope and return the envelope to their supervisor. All such envelopes will remain sealed and be sent to the City Doctor for review and evaluation. After they are reviewed, the Questionnaires will be returned to the Human Resources unit of the Department because the City Doctor does not have the capacity to store all of the Questionnaires. The Questionnaires will be enclosed in an enveloped marked "confidential" and stored by the Human Resources unit in a locked file cabinet. Other than filing and storing the documents and retrieving them at the request of the employee or the City Doctor, no MPD personnel will review or be allowed access to the contents of the Questionnaire. Further, the contents of the Questionnaire cannot be used against the employee in any action having an adverse impact on the employee's employment status.~~

If, based on the information in the Questionnaire, the ~~City Doctor~~ Third Party Vendor has concerns as to whether the employee would be able to safely wear a tight-fitting APR mask, the employee may be required to be examined by the City Doctor.

If the City Doctor determines, whether by review of the Questionnaire or physical examination of the employee, that the employee cannot wear an APR, the employee will not be issued this type of mask and accommodations will be made for the employee to be provided with an alternative form of respiratory protection, if needed. Further, such a determination will have no adverse impact on the employee's employment status or eligibility for promotion unless the City Doctor discovers a serious, threatening health condition that would prevent the employee from safely and fully performing their duties as a police officer.

If the City Doctor discovers, whether by review of the Questionnaire or physical examination of the employee, evidence of a serious, threatening health condition that the doctor believes could prevent the employee from safely and fully performing their duties as a police officer, the City Doctor shall refer the employee to their personal physician. The employee shall have twenty-one (21) days from the date of referral by the City Doctor to obtain and submit to MPD Human Resources written verification from their personal physician that they are fit for duty. Employees who do not timely submit such written verification shall be referred to the City Doctor for a fitness for duty evaluation. The employee's personal physician will be provided with documentation as to the essential function of a Police Officer, ~~Sergeant, or Lieutenant,~~ as applicable, so they are able to make an informed decision as to the employee's duty status.

If the City Doctor discovers, whether by review of the Questionnaire or physical examination of the employee, evidence of a condition the nature of which the City Doctor believes may be immediately life-threatening, the City Doctor shall refer the employee to their personal physician. In such circumstances, the employee must be evaluated by their person physician before they can return to work

in any capacity. For the day on which such referral is made and for the next two full days thereafter, the employee shall be placed on paid “administrative leave,” except to the extent that they were not scheduled to work such days or had previously taken such days off. The employee may not return to work until they have obtained and submitted to MPD Human Resources written verification from their personal physician that they are fit to return for full duty or to return to work in some limited capacity. If the employee is not declared fit to return to work prior to the expiration of the Administrative Leave, they may use accrued vacation, sick leave or compensatory time. If the employee’s condition requires treatment and results in restrictions on their activities for more than one week, the employee must be examined by the City Doctor before returning to work even when the employee’s own physician has declared them fit for duty. Depending on the determination of the City Doctor, the employee may be declared fit for full duty, fit for limited duty or not fit for duty. If the employee is declared fit for limited duty, the employee may be placed on limited duty status and may be given a limited duty assignment if their commander determines that there is limited duty work for the employee to do.

The CBA shall remain in full force and effect. Further, Article 31 of the CBA shall apply with regard to the implementation of this Agreement, except that:

The failure of the employee to obtain and submit to MPD Human Resources written verification from their personal physician that they are fit for duty within the time period set forth in paragraph 5, above, shall constitute a circumstance in which the Department may require a fitness for duty evaluation under Section 31.02 of the CBA.

Where the City Doctor refers the employee to their personal physician for an immediately life-threatening condition and where that condition requires treatment and results in restrictions on the employee’s activities for more than one week, such events shall constitute a circumstance in which the Department may require a fitness for duty evaluation under Section 31.02 of the CBA.

The dispute resolution provisions of Section 31.07 of the CBA shall apply to any dispute between the employee’s doctor(s) and the City Doctor regarding the employee’s fitness for full and unrestricted duty that may arise from the implementation of this Agreement.

The Third Party Vendor and City Doctor shall not disclose to the Department or to any of its personnel (other than the affected employee) any specific information from the Questionnaire or from any subsequent examination of any employee. Notwithstanding the foregoing, the City Doctor may advise the Chief of Police, Health and Safety Coordinator and/or Deputy Chief of Professional: is not eligible to wear an APR; has been referred to be evaluated by their personal physician within 21 days; or has been referred to be evaluated by their personal physician for an immediately life-threatening condition that renders the employee unfit for duty.

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

FOR THE CITY OF MINNEAPOLIS:

FOR THE FEDERATION:

Rasheda Deloney Date

James P. Michels Date

Director, Labor Relations

Brian O'Hara
Chief of Police

Date

Attorney for Police Federation

Sherral Schmidt
President, Police Federation

Date

