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Hand delivered and sent by email

Rasheda Deloney
Director of Labor Relations
Room 1 – City Hall
350 South Fifth Street
Minneapolis MN 55415

Re: Response to Repudiation Letter Dated September 12, 2025

Dear Rasheda:

I am writing in response to the "Repudiation Letter" presented to the Federation at our bargaining session on September 12, 2025.

Your "repudiation letter" seems to be premised on the erroneous presumption that an employer can issue a blanket repudiation of anything that it might be able to characterize as a past practice thereby placing the burden on the union to negotiate such practices into the agreement. This is absurd and, rather than constituting a valid repudiation of past practices, it is instead a repudiation of the Employer's obligation to bargain in good faith — in other words, a blatant unfair labor practice.

The fundamental principle that precludes an employer from evading its obligation to bargain was clearly articulated by Richard Mittenthal in his oft-cited article on past practices presented to the National Academy of Arbitrators. Mittenthal wrote:

> Consider *** a well-established practice which serves to clarify some ambiguity in the agreement. Because the practice is essential to an understanding of the ambiguous provision, it becomes in effect a part of that provision. As such, it will be binding for the life of the agreement. ***And the mere repudiation of the practice by one side during the negotiation of a new agreement, unless accompanied by a revision of the ambiguous language, would not be significant.*** For the repudiation alone would not change the meaning of the ambiguous provision and hence would not detract from the effectiveness of the practice. ***It is a well-settled principle that where past practice has established a meaning for language that is subsequently used in an agreement, the language will be presumed to have the meaning given it by practice. Thus, this kind of practice can be terminated only by mutual agreement, that is, by the parties re-writing the ambiguous provision to supersede the practice, by eliminating the provision entirely, etc.***

Mittenthal, *Past Practice and the Administration of Collective Bargaining Agreements*, Michigan Law Review, Vol. 59, Issue 7, p. 1041 (1961) (emphasis added).

In this context, I will address the five topics raised in the "repudiation letter." Before doing so, I note that many of these topics — such as payroll calculations, scheduling, critical incident reporting, and retroactive pay — directly affect wages, hours, and conditions of employment which are, as you know, mandatory subjects of bargaining under PELRA.

1. *Timekeeping System*. I am at a loss to understand why the employer feels the need to assert an adversarial position relating to timekeeping. If the issue relates to the desire or the need for the employer to account for time on a different basis than "minute-for minute" a more reasonable approach would be simply to provide some indication that there will be a change and an explanation necessitating the change. Is there a pending change to software that cannot accommodate minute-for-minute accounting? Does the present system create an undue administrative burden? Or, is the desire to find some way to move to a different system that allows the employer to cheat employees out of time? I would hope it is not the latter, but I also hope that you understand that an open discussion of issues – even if they are issues of inherent managerial rights – helps to build trust and collaborative labor relations. The absence of this discussion builds distrust. All that said, while we would appreciate understanding what might change and why it needs to change, I'm not sure this is an issue that the Federation would seek to address through contract language — meaning that, while we would like to have the conversation, it may be but need not occur at the bargaining table.

2. *Work Schedules.* While timekeeping may not be controversial (at least to the extent that any change will still result in fair and accurate compensation for hours worked), the assertion that the employer can unilaterally change the system for scheduling under the pretext of repudiating a "past practice" is tantamount to a declaration of war on the Federation, its contract, and its rights under PELRA. The means by which 28-day schedules are adopted is based upon decades of mutual reliance on these processes, many of which were established precisely to provide clarity, fairness, and operational stability within the context of the language of Section 18.02 of the Labor Agreement. Accordingly, this topic clearly falls within the scope of the principles articulated by Arbitrator Mittenthal as cited above. Thus, the specific means by which the parties implement the language of Section 18.02 cannot be unilaterally modified notwithstanding the misguided and underhanded attempt to do so by purporting to "repudiate a past practice." Rather, this well-established scheduling system can only be modified by mutual agreement achieved in bargaining.

   It is no secret that the Police Department has been directed to implement "platoon" scheduling. In fact, I wrote to you on March 3, 2025, (copy enclosed) specifically raising this issue and asserting the obligation to bargain over any attempts to change the provisions of Section 18.02 of the Labor Agreement. You responded by email acknowledging the City's obligation to bargain.

   Finally, even if there were a practice that could be unilaterally terminated (which the Federation adamantly denies), the union still has the right to bargain over a "practice" management seeks to terminate. However, to do so, the union must be informed of the

specific "practice" the employer is purportedly terminating. It is not the union's responsibility to guess the practices to which the employer is referring. Your "repudiation letter" fails to specify any specific scheduling "practice" that is being terminated. Thus, we are left to presume that there is none and the employer is merely using the "repudiation" notice to circumvent its obligation to bargain.

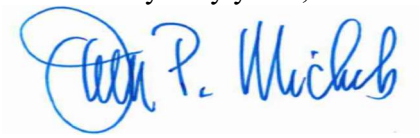
3. *Critical Incidents and Retro Pay to Separated Employees*. Again, the City has failed to specify the practice it purports to terminate. To the extent that the repudiation statement is merely to reiterate management's rights to adopt policies ***consistent*** with terms of the Labor Agreement, that right is not in dispute. Nevertheless, as stated above, it would be more beneficial to harmonious labor relations if the employer would engage the Federation in a discussion as to any proposed policy changes and the reasons the changes are deemed necessary rather than creating an adversarial posture by "marking its territory" and asserting the right to impose change. When management does that, it forces the Federation to respond in kind to protect its rights. As reflected in the tone of this responsive letter, such posturing by management is far more likely to harm the relationship rather than build it by undermining trust in the employer's willingness to respect the rights of the Federation and its members. Without that trust, it will remain extremely difficult for the City of Minneapolis to maintain, let alone restore, a fully staffed, professional, and committed police force.

4. *Blanket Repudiation.* For the reasons cited above, the "blanket repudiation" in paragraph 5 of your letter is ineffectual and constitutes nothing more than a ham-handed and clumsy attempt to impose the zipper clause that the employer could not achieve during bargaining in the last round.

The Federation is committed to negotiating a fair successor Labor Agreement. However, unilateral actions or declarations that undermine our rights and established norms will be met with all appropriate legal and contractual remedies, including but not limited to grievance arbitration and unfair labor practice charges.

We urge the City to reconsider this course of action and return to the bargaining table in the spirit of good faith and collaboration that PELRA requires. The Federation remains ready and willing to discuss the issues raised in your letter, but only through lawful, mutual, and respectful negotiations.

Very truly yours,



James P. Michels

cc: Greg Wiley
Lt. Sherral Schmidt, POFM President