THE CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

LABOR AGREEMENT

POLICE UNIT

For the Period:

January 1, 2012 through December 31, 2014

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

THIS AGREEMENT (hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***) is entered into between the City of Minneapolis, a municipal corporation incorporated under the laws of the State of Minnesota (the ***City***, the ***Employer***, or the ***Department***), and the Police Officers' Federation of Minneapolis (the ***Federation***).

It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the Parties hereto; to provide an orderly and peaceful means of resolving differences or misunderstandings which may arise under this Agreement; and to set forth herein the complete and full agreement between the Parties regarding terms and conditions of employment except as the same may be established by past practices which are determined to be binding by an arbitrator and not included in this contract. The Parties hereto agree as follows:

ARTICLE 1
RECOGNITION

Section 1.1 The City recognizes the Federation as the exclusive representative for the unit consisting of all sworn law enforcement personnel except those appointed to serve in the positions of Chief of Police, Assistant Chief of Police, Deputy Chief, Inspector and Commander. Prior to the ratification of this Agreement, the Employer shall provide to the Federation copies of its Table of Organization, including the number and rank of police personnel assigned to Department positions and applicable Minneapolis Civil Service Commission job specifications. Nothing herein shall be construed as a limitation upon the Employer's managerial prerogatives including the right to modify the Table of Organization (i.e., its organizational structure) and to select, direct and determine the number of personnel in accordance with the provisions of the *Minnesota Public Employment Labor Relations Act*, as amended, except as expressly set forth in this Agreement.

Section 1.2 Duty assignments shall be made by the Department which are consistent with Minneapolis civil service job classifications. Disputes which may arise over alleged *working out of class* violations (i.e., violations of Minneapolis Civil Service Commission Rule No. 4.04 or

the working out of class provisions of this Agreement), shall be first discussed by representatives of the Federation and the Department. If the issue is not resolved by such informal discussions, either party may proceed under the dispute resolution procedures set forth in Article 5 of this Agreement.

Section 1.3 Disputes which may occur over the inclusion or exclusion of new or revised or other classifications in the unit described in Section 1.1 above shall be referred to the State Bureau of Mediation Services for determination pursuant to the provisions of the *Public Employment Labor Relations Act*, as amended.

Section 1.4 Notwithstanding any provisions of this Agreement to the contrary, the Parties agree that pursuant to the provisions of *Laws 1961*, Chapter 108, Sections 1 through 4 as amended by *Laws 1969*, Chapter 604 and *Laws 1978*, Chapter 580 and the provisions of this Section, the Chief of the Department may appoint three (3) Deputy Chiefs of Police, five (5) Inspectors, the Supervisor of Morals and Narcotics, the Supervisor of Internal Affairs and the Supervisor of License Inspection to perform the duties and services he/she may direct, without examination. The Parties further agree that such persons shall serve at the pleasure of the Chief of Police; and, that any person removed from one of such positions pursuant to *Laws 1969*, Chapter 604, Section 2, has the right to return to his/her permanent civil service classification. Notwithstanding the foregoing, if the law is amended to so allow, the Chief of the Department may appoint up to five (5) Deputy Chiefs and up to eight (8) Inspectors.

Section 1.5 *Seniority* as provided for in this Agreement shall be established from the date of initial employment and assignment as described in Article 1, Section 1.1 of this Agreement. Time while absent from the Department without compensation, except while on disability leave or while on non-voluntary active military service, shall not be counted for seniority. Separate seniority lists to determine seniority within each rank shall be maintained and shall be computed from the date of promotion to that rank. In the event of promotion to supervisory positions not within the unit and upon return to the unit, all service so performed shall be computed for seniority purposes to the rank held upon return to the unit. In the event of a demotion to a lower rank, the seniority accrued in the higher rank shall be applied to the seniority of the lower rank to which demoted.

ARTICLE 2
PAYROLL DEDUCTION FOR DUES

Section 2.1 - Dues Deductions. The City shall, upon request of any employee in the unit, deduct such sum as the Federation may specify as the regular dues of the Federation. The City shall remit monthly such deductions to the appropriate designated officer of the Federation.

Section 2.2 - *Fair Share Fee* Deductions. In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the City agrees that upon notification by the Federation it shall deduct a *fair share fee* from all certified employees who are not members of the Federation. This fee shall be an amount equal to the regular membership dues of the Federation, less the cost of benefits financed through the dues and available only to members of the Federation, but in no event shall the fee

exceed eighty-five percent (85%) of the regular membership dues. The Federation shall certify to the City, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Federation to pay the fee.

Section 2.3 - Administration.

(a) The City shall annually select a single payroll period in each month for which all monthly membership dues and fair share fees 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 Federation respecting deductions to be made as well as notifications by the Federation 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 effected.

(c) The City shall remit such membership dues and fair share fee deductions made pursuant to the provisions of this Article to the appropriate designated officer of the Federation 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) Each month, the City shall provide to the Federation a report containing the following current information with regard to all employees covered by this Agreement pursuant to Section 1.1: name, home address, phone number, hire date, pay status (active or inactive) and the name of any employee who separated from service since the prior report with the reason for the separation. The City shall also provide to the Federation a copy of or electronic access to all transfer lists generated by the Department showing promotions, demotions, leaves of absence and changes in work location.

Section 2.4 - Hold Harmless Provision. The Federation 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
MANAGEMENT RIGHTS

The Federation recognizes the right of the City to operate and manage its affairs in all respects in accordance with applicable law 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.

ARTICLE 4
DISCIPLINE

Section 4.1 The City, through the Chief of the Minneapolis Police Department or his/her designee, will discipline employees who have completed the required probationary period only for just cause. The unit of measurement for any suspensions which may be assessed shall be in hours. Investigations into an employee's conduct which do not result in the imposition of discipline shall not be entered into the employee's official personnel file maintained in the Police Department and/or the City's Human Resources Department. For the purposes of this Article, disputes related to personnel file retention and/or reconciliation may be resolved through the procedures set forth in Article 5, Settlement of Disputes.

Section 4.2 Except as provided in Section 4.5, a suspension, written reprimand, transfer, demotion (except during the probationary period) or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 5 of this Agreement. In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Veteran's Preference, or Fair Employment. Except as may be provided by Minnesota law or by Section 5.10 of this Agreement, once a written grievance or an appeal has been properly filed or submitted by the employee or the Federation on the employee's behalf through the grievance procedure of this Agreement or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated.

Section 4.3 Pursuant to the terms and definitions set forth in the Minnesota Government Data Practices Act, the Chief of Police and/or the Human Resources Director or their respective designees shall be the "responsible authority" with regard to all "personnel data" gathered or maintained by the City with regard to employees governed by this Agreement. Employees shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the official personnel file. Upon the written request of employees, the contents of their official personnel file shall be disclosed to them, or with formal release, their Federation Representative, and/or their legal counsel.

Section 4.4 – Investigatory Interviews.

(a) Before taking a formal statement from any employee, the City shall provide to the employee from whom the formal statement is sought a written summary of the events to which the statement relates. To the extent known to the City, such summary shall include: the date and time (or period of time if relating to multiple events) and the location(s) of the alleged events; a summary of the alleged acts or omissions at issue; and the policies, rules or regulations allegedly violated. Except where impractical due to the immediacy of the investigation, the summary shall be provided to the employee not less than two (2) days prior to the taking of his/her statement. If the summary is provided to the employee just prior to the taking of the statement, the employee shall be given a reasonable opportunity to

consult with a Federation representative before proceeding with the scheduled statement.

(b) In cases where the City believes that providing the pre-statement summary would cause a violation of the Minnesota Government Data Practices Act or cause undue risk of endangering a person, jeopardizing an ongoing criminal investigation or creating civil liability for the City, the City shall notify the Federation's President or attorneys of the reasons it believes that the pre-statement summary should not be given.

(c) Nothing herein shall preclude an investigator, whether during or subsequent to the taking of a formal statement, from soliciting information which is beyond the scope of the pre-statement summary but which relates to information provided during the taking of the statement and which could form the basis of a disciplinary action.

(d) An employee from whom a formal statement is requested is entitled to have a Federation representative or an attorney retained by the employee, or both, present during the taking of such statement. The employee's representative(s) shall be allowed to advise the employee but shall not respond for or advocate for the employee nor disrupt the investigation proceedings. The Federation will ensure that its representatives at all times conduct themselves in a professional manner.

(e) For the purpose of this Section 4.4, a "formal statement" is a written, recorded or transcribed record, whether in a narrative form or in response to questions, which is requested to be provided by any sworn employee as part of an investigation of alleged acts or omissions by a sworn employee(s) which may result in the imposition of discipline against any sworn employee(s).

Section 4.5 – Discipline of Personnel With Rights to Return to Bargaining Unit.
[COMMANDER ORDINANCE] If a Commander is removed (un-appointed) from the position *as the result of discipline,* any discipline shall be imposed while the employee holds the rank of Commander and shall not be imposed *after* the employee is removed and returned to his/her last held permanently certified title. Such removal of a Commander shall not cause the demotion of another employee holding the rank of the last held permanently certified title and any reduction in the rank shall be by attrition. Further, if discipline is imposed on a Commander for reasons based on conduct that occurred while serving as a Commander, the employee shall not have access to the Settlement of Dispute procedures in Article 5 of this Agreement but may have access to the Civil Service Commission appeal process

ARTICLE 5
SETTLEMENT OF DISPUTES

Section 5.1 – Scope. This article shall apply to all members of the bargaining unit, but only as to resolution of grievances and not to interest arbitration.

Section 5.2 - Letter of Inquiry. Any employee may initiate a "letter of inquiry" for the purpose of requesting from the City or the Federation information on salary, working conditions and/or benefits. The request shall be presented to the Federation in writing. A Federation representative shall process the letter of inquiry. Where the Federation representative believes it necessary, may request in writing from the Director of Employee Services such information or interpretation necessary to enable the Federation to prepare a response to the inquiry. The Director of Employee Services shall respond to such request by the Federation within ten (10) days of receipt. The Federation then will respond to its member.

Section 5.3 - Informal Problem Resolution. From time to time, concerns regarding possible violations of this agreement may arise. Many of these concerns can be resolved informally. A concern that cannot be resolved informally and which is subsequently presented to the Employer formally pursuant to the procedures set forth in this Article is called a grievance.

Section 5.4 – Grievance Procedure. Grievances shall be resolved in the manner set out below. The City will cooperate with the Federation to expedite the grievance procedure to the maximum extent practical.

A "grievance" is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit. Any document or notice provided by one party to the other via email or other mutually acceptable electronic means shall satisfy the requirement that such document be provided in writing.

Subd. 1. - Step One.

To initiate a grievance, the Federation representative shall, within the time period specified below, inform the Employer in writing on the standard grievance form. If the Federation expressly requests a discussion with the grievant's immediate supervisor or other ranking officer with authority to resolve the grievance as designated by the Chief concerning the written grievance, such discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion with such Employer representative shall be held with one of the following:

a. The employee accompanied by a Federation representative;
b. The Federation representative alone if the employee so requests;
c. The employee alone on his/her own behalf.

Within ten (10) days after the grievance is filed or the discussion meeting concludes, whichever is later, the Employer shall give its decision in writing, together with the

supporting reasons to the Federation. Each step one decision shall be clearly identified as a "step one decision."

A grievance must be commenced at step one no later than twenty (20) calendar days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered, or twenty (20) calendar days from the receipt of the Employer's response to a related letter of inquiry, whichever is earlier.

A Class Grievance, one that impacts more than three (3) bargaining unit members, may be initiated at Step 2.

Subd. 2 - Step Two.

If the step one decision is not satisfactory, a written appeal may be filed by the Federation with the Employer, within twenty (20) days of the date of the step one decision. Upon request of the Federation, a meeting shall be held between the Chief of Police, and the Federation President. The meeting shall be scheduled by the Chief of Police, and held within twenty (20) days after receipt of the written appeal.

The Chief of Police, shall have the full authority of the City Council to resolve the grievance.

Within twenty (20) days after the step two meeting or receipt of the step two appeal, whichever is later, the Employer shall send a written response to the Federation. The step two decision shall clearly identify that answer as a "step two decision."

Subd. 3- Step Three - Regular Arbitration.

Within twenty (20) days of the date of the step two decision the Federation shall have the right to submit the matter to arbitration by informing the Director of Employee Services that the matter is to be arbitrated. . If the grievance has progressed through the process without an receipt of a written step two decision from the Employer in accordance with the provisions of Section 5.7, the Federation may at any time submit the matter to initiate arbitration by informing the Director of Employee Services that the matter is to be arbitrated; or the Employer may at any time make a written inquiry of the Federation as to the status of the grievance. If the Employer makes such inquiry, the Federation shall have twenty (20) days from the date of such inquiry to inform the Director of Employee Services that the matter is to be arbitrated.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The panel of arbitrators and the process for removing, replacing and renewing the arbitrators on the panel shall be reviewed by the parties within thirty (30) days of the ratification of this agreement or as soon thereafter as the parties are able to do so. Any changes to the panel or process shall be by mutual written 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 may 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 termination of an employee.

One observer representative of the Federation, the Grievant and all necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours. An additional Federation observer shall be allowed; however, the Federation shall provide the means for compensating the additional observer.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the City, the Federation and the employee(s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

Section 5.5 – Mediation. The City and the Federation, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

The objective of mediation is to find a mutually satisfactory resolution to the dispute. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

One representative of the Federation, the Grievant and all necessary employee witnesses shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during regular working hours.

The following procedures shall apply to mediations conducted under this Section:

(a) Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.

(b) Grievances that have been appealed to arbitration may be referred to mediation if both the Federation and the City agree.

(c) Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

(d) Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

(e) The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per day.

(f) Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.

(g) One (1) Grievant will have the right to be present for each grievance.

(h) The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

(i) The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

(j) Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

(k) If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.

(l) The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

(m) If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with "Step Three" of the grievance procedure.

(n) In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.

(o) By agreeing to schedule a mediation conference, the City does not acknowledge

that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

(p) The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

Section 5.6 - Expedited Arbitration. Upon the mutual agreement of the parties, any grievance to be arbitrated may be referred to expedited arbitration where the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such referral, the Federation and the City will make immediate (within twenty-four (24) hours) arrangements with the panel selected by the parties, or if none has been selected, with the Bureau of Mediation Services. The expedited arbitration procedure shall begin as soon as the parties and the arbitrator can initiate a hearing. It shall be the specific request of both the Federation and the City to have a decision within seven (7) days of the hearing, and that no briefs will be filed.

Section 5.7 - Time Limits; Communications. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. When practical, the preferred method of giving notices and communications under this Article shall be by email. The failure of the City to comply with any time limit herein means that the Federation shall be deemed to have processed the grievance to the next step of the grievance procedure. Failure of the Federation or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Notices or communications referenced under this Article shall be given:

To the Employer:	**To the Federation:**
Chief of Police	Its President
Assistant Chief	Its Representative who signed the grievance
Police Administration Secretary	Its Office Administrative Assistant
Director of Employee Services	

Section 5.8 - Arbitration Expenses. The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Association provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the cost of preparing the record. Further, if the party requesting the record requests submitting post-hearing briefs, such party shall at its cost provide a copy of the record to the other Party and to the Arbitrator.

Section 5.9 - Election of Remedy. Employees covered by Civil Service systems created under Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, may pursue a grievance through the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapters 43A, 44, 375, 387, 419, or 420 of Minnesota Statutes, by a home rule charter under Chapter 410 of Minnesota Statutes, or under Laws of Minnesota, 1941, Chapter 423, the employee may proceed through the

grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Section 5.10 – No Waiver of Rights Without Written Agreement. In order to facilitate the resolution of disputes or concerns in a more expedient and non-adversarial manner, the Parties desire to be able to discuss the resolution of such matters without having such discussions be construed as a waiver of either the Employer's right to exercise its unabridged managerial prerogatives or the Federation's right to negotiate over terms and conditions of employment. The parties acknowledge the holding of the Minnesota Supreme Court in *Arrowhead Public Service Union v. City of Duluth* [336 N.W.2d 68 (Minn. 1983), 116 LRRM (BNA) 2187] as follows:

> Without question, decisions concerning a City's budget, its programs and organizational structure, and the number of personnel it employs to conduct its operations are matters of [inherent managerial] policy. While a public employer must negotiate terms and conditions of employment, it is not required to negotiate matters of inherent managerial policy although it may do so voluntary. When, however, a public employer negotiates matters of inherent managerial policy which it has no obligation to negotiate and thereby relinquishes the right to determine policy with respect to its budget, its organizational structure and the number of personnel it should employ, *the public employer - like the collective bargaining representative which waives the statutory right to bargain over a mandatory subject of bargaining - must do so in clear and unmistakable language.* [emphasis added; citations omitted]

Therefore, it is not a prerequisite to substantive and/or meaningful discussions concerning a matter of interest to either the Employer or the Federation or the Parties jointly that the Parties agree as to whether the matter is a *term and condition of employment* or an *inherent managerial policy* as those terms are defined and referenced in *Minnesota Statutes* Chapter 179A, as amended. The Parties may freely discuss any such matters and may reach an understanding regarding the extent to which the matter may be resolved and/or the manner of resolution. However, unless the parties shall enter into a written agreement which contains clear and unmistakable language documenting a waiver of rights, neither the mere fact that the Parties had such discussions nor the existence of any understanding regarding resolution of the matter shall constitute or be construed to be a waiver of either: the Federation's right to at any time thereafter assert or contest that the matter is a term and condition of employment which is subject to collective bargaining and which may not be unilaterally imposed; or the Employer's right to at any time thereafter assert that the matter is one of inherent managerial policy not subject to mandatory collective bargaining prior to implementation.

Section 5.11 – Past Practices. Evidence of custom and past practice may be introduced for the following purposes:

(a) to provide the basis of rules governing matters not included in the written contract;

(b) to indicate the proper interpretation of ambiguous contract language; or

(c) to support allegations that clear language of the written contract has been amended by mutual action or agreement.

The extent to which such evidence of custom and past practice shall be considered to bind the parties is governed by generally accepted principles of labor relations applicable to the purpose for which the evidence is offered.

ARTICLE 6
STRIKES AND LOCKOUTS

Section 6.1 The Federation, 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.

Section 6.2 In the event the City notifies the Federation in writing that an employee may be violating this Article, the Federation shall immediately notify such employee in writing of the City's assertion and the provisions of this Article.

Section 6.3 Any employee who violates any provision of this Article may be subject to disciplinary action or discharge, pursuant to the *Minneapolis City Charter*, Chapter 19.

Section 6.4 The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Federation.

ARTICLE 7
SALARIES

Section 7.1 All salaries shall be computed and paid on a biweekly basis. The regular amount of pay shall be the biweekly rate regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or is on authorized paid leave.

Section 7.2

(a) Attached hereto and incorporated herein, shall be the schedule of wage rates for employees during the period January 1, 2012 through 11:58 p.m. December 31, 2013.

(b) Attached hereto and incorporated herein, shall be the schedule of wage rates for employees effective 11:59 p.m. December 31, 2013. This wage schedule shall remain in effect until a new schedule of wage rates for employees is established by the written agreement of the Parties.

The new salary schedule shall be implemented on the first day of the payroll period closest to the anniversary date.

Section 7.3 – Health Care Savings Account Contribution. Effective April 6, 2003 the Parties have adopted the 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 the contributions from the Employer, 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 12.5)

Section 7.4 - Longevity. A longevity payment shall be paid to each employee at the beginning of the eighth year of police service in the amount specified in the attached wage schedule, as applicable. Employees of record as of February 1, 1985 shall be regarded as having started at the *2nd Year* step for longevity progression purposes. The dollar amounts specified in the wage schedule shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule. An employee shall move to the next step in the longevity schedule on the anniversary of his/her employment with the Police Department.

Section 7.5 - Shift Differential. Employees in the Department who work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a shift differential in the amount specified in the attached wage schedule for all hours worked on such shifts. The dollar amount specified in the wage schedule shall be adjusted by the same percentage and at the same time as across the board increases in the base wages for the seventh step of the patrol officer wage schedule. (See wage schedule for amount)

Section 7.6 - 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. All such denials or delays shall

be subject to review under the provisions of Article 5 (*Settlement of Disputes*) of this Agreement. 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. If an employee is advanced to the next higher step within his/her pay range by reason of the elimination of the step he/she was in, the employee's anniversary date in the job classification he/she was in at such time shall be permanently adjusted to the month and day that such step advancement occurred.

Section 7.7 - Pay Upon Promotion. The salary of an employee who is promoted to a position which provides for a higher maximum salary than the employee's current position shall be the next increment higher than the salary last received by such employee in the lower classification; provided, however, that if the next increment is not at least four percent (4%) higher than the salary last received, the employee shall be advanced an additional increment if one so exists and thereafter shall increase in accordance with Section 7.6 of this article. The provisions of this subdivision shall also be applicable whenever an employee is detailed by the Minneapolis Civil Service Commission to perform all or substantially all of the duties of a higher-paid classification.

Section 7.8 – Prior Sworn Law Enforcement Experience. The initial placement on the salary schedule in the classification of Patrol Officer for a new hire with prior experience as a sworn law enforcement officer shall be made according to the following table which provides service credit based on the years of prior consecutive service and the size of the department in which the person served:

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

Prior service credit will be considered only if the new employee's last day of active service in the prior sworn position was within two years of the date of an offer of employment by the Minneapolis Police Department. If a new hire has prior sworn experience in more than one agency, credit will be given first with regard to service with the agency for which most recently worked. Credit will be given for an agency prior to the most recent agency only if the person's last day of sworn service in such prior agency was within five years of the date of an offer of employment by the Minneapolis Police Department and the employee had a break in service

between such two prior agencies of less than 6 months. Qualifying prior service credit in more than one agency may be aggregated, but in no event shall result in initial placement above Step 3 on the salary schedule. The new employee shall be entitled to future step increases thereafter pursuant to the provisions of Section 7.6.

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

Section 7.9 – Performance Premium. Supervisory employees are responsible for assuring that employees perform their jobs consistent with the expectations and values of the Minneapolis Police Department and the City of Minneapolis. As part of the performance evaluation process, supervisory employees are also responsible for communicating reasonable performance expectations prior to April 1 of each year, and for documenting and notifying employees of inappropriate conduct as soon after the conduct as possible, giving the employee guidance and time to correct behavior.

Employees in the ranks of patrol officer and sergeant shall be entitled to a lump sum payment upon receiving a satisfactory or higher performance evaluation using job expectations and performance standards established by the Chief of Police or his/her designee. The performance evaluation shall be completed with notification of satisfactory performance sent to payroll by November 15 with the premium being paid by December 31 of each year.

For sergeants and patrol officers and who have completed seven years of service with the Department, the performance premium shall be equal to two percent (2%) of the employee's base pay, exclusive of shift differential, overtime or other forms of additional compensation. For patrol officers who have not yet completed seven years of service with the Department, the performance premium shall be equal to one percent (1%) of the employee's base annual wage, exclusive of shift differential, overtime or other forms of additional compensation. The performance premium shall be prorated for each scheduling cycle during which no work was performed for the majority of the hours which would normally have been scheduled, excluding the use of sick leave, vacation leave, military leave (payable upon return), documented FMLA leave or compensatory time.

If a supervisor does not conduct a performance evaluation, the employee shall be considered to have received a satisfactory evaluation. An eligible employee who does not receive a satisfactory performance evaluation may, within thirty (30) days of receipt of the evaluation, appeal the subjective portions of the evaluation to the appropriate Bureau Head for a final decision. The issue of whether a performance evaluation was conducted shall be subject to the provisions of Article 5.

ARTICLE 8
CLOTHING AND EQUIPMENT ALLOWANCE

Section 8.1 Effective January 1, 2000, employees are eligible for an allowance of seven hundred fifty dollars ($750.00) per year. Effective as of January 1, 2001 and effective as of the first day of each calendar year thereafter, the allowance shall be adjusted by the percentage determined in accordance with the index described in Section 8.3, below. A newly hired employee shall be entitled, at any time during the first 18 months of his/her employment, reimbursement for the purchase price paid by him/her for clothing or equipment which comports with the list of approved clothing and equipment established by the Department upon the recommendation of the Uniform Committee. The maximum amount for which reimbursement is allowed shall be equal to three (3) times the annual clothing and equipment allowance in effect at the commencement of the new employee's employment. The reimbursement allowance shall be in lieu of the annual clothing and equipment allowance and, therefore newly hired employees shall not be entitled to the clothing and equipment allowance until after the third anniversary of their employment. Such an employee shall be entitled to the prorated portion of the annual clothing and equipment allowance for the calendar year in which his/her third anniversary occurs. If an employee leaves his/her employment with the Department prior to his/her third anniversary, the Department is entitled to recover from the employee an amount equal to 1/36 of the reimbursement allowance received by the employee during his/her employment times the number of full months by which the employee fell short of attaining his/her 36 month anniversary.

Section 8.2 The Chief of the Police Department shall, on or before May 1 of each year, submit to the City Coordinator for approval the name and rank of each employee on the payroll as of April 1 who is entitled to such an allowance. Such allowance shall be paid on or about June 1.

Section 8.3 The Employer shall maintain a Uniform Committee which shall consist of three (3) persons selected by the Employer and three (3) persons selected by the Federation. The duties of the Uniform Committee shall include developing and maintaining a list of clothing and equipment which must be obtained in order to commence employment with the Department. Beginning in January 2000, and continuing each January thereafter, the Committee shall calculate the cost of obtaining all of the clothing and equipment on such list. The Committee shall then prepare and maintain a cost index which measures the annual percentage change from year to year in the cost of purchasing the clothing and equipment on the list.

ARTICLE 9
HOURS AND SCHEDULING OF WORK

Section 9.1 – Definitions. For the purpose of this Article 9, the following words have the meaning defined below:

(a) "Precinct Employee," singular, or "Precinct Personnel," plural, means any employee whose permanent work location is at a precinct or in the Special

Operations Division ("SOD") , which for the purposes of this Article 9, shall be treated as a precinct.

(b) "Non-Bid Assignment" means an assignment of more than thirty days in duration to perform any one of the following functions: criminal investigations, limited duty, community response team, timekeeper, desk, mounted patrol, SAFE, D.A.R.E., STOP Patrol, school liaison/school patrol, or the sergeant supervising beat patrol; or an assignment for any employee whose permanent work assignment is at a location other than a precinct; or the supervisor of any of such functions. Additionally, the canine handler for a special-skilled canine paid for and/or controlled, in whole or in part by an outside law enforcement agency shall be included as a non-bid assignment.

(c) "Bid Assignment" means an assignment of more than thirty days in duration to: a function in which the primary job duties include uniformed patrol, 911 call response, and directed patrol; or a function at the rank of sergeant in which the primary job duties are supervising employees performing the aforementioned job duties.

(d) "Beat Assignment" means a Bid Assignment for officers having a rank of patrol officer for which the primary job duties are foot patrol or business patrol in a specific location.

(e) "Directed Patrol Assignment" means any Bid Assignment for officers having the rank of patrol officer for which the primary job duties are enforcing specific criminal laws or interdicting, detecting, or pursuing specific criminal activity as designated by the Department or a supervisor. "Directed Patrol" duties are separate and distinct from the duties of a Beat Assignment or a 911 Responder and may include precinct personnel assigned to traffic enforcement.

(f) "911 Responder" means any Bid Assignment other than a Beat Assignment, SOD Assignment or a Directed Patrol Assignment.

(g) "Eligible Employee" shall mean any employee who, as of October 15of any calendar year:

(1) is either:

(i) assigned to a specific precinct or is on an approved transfer list into a specific precinct; or

(ii) has completed his/her ten day program; or

(iii) has the rank of patrol officer, or is a sergeant assigned to supervise patrol officers serving in Bid Assignments; and

(2) is either:

(i) currently assigned to a Bid Assignment; or

(ii) has satisfied any applicable minimum service requirements for his/her current Non-Bid Assignment and given the required notice of intent to be included in the bid.

(h) "Newly Hired Employee" shall mean any employee at the rank of patrol officer who, as of October 31 of any calendar year, has not completed more than two years of actual work after the conclusion of his/her ten day program.

(i) "Day Watch" shall mean a bid assignment shift which starts between the hours of 0500 and 1200.

(j) "Night Watch" shall mean a bid assignment shift which starts between the hours of 1400 and 2100.

(k) "Commencement Date" shall be the date on which the new Bid Assignments take effect following the bidding process described in Section 9.4, subd. (b).

(l) "Payroll Year" shall mean the period from one Commencement Date to the next Commencement Date.

(m) "STOP Patrol" shall mean an assignment to any of the following primary duties within the SOD: 911 response; directed patrol; dignitary protection; or direct supervision of patrol officers engaged in the foregoing duties.

Section 9.2 - Normal Workday and Work Period.

(a) The normal workday shall be a shift of either eight (8) or ten (10) consecutive hours of work. Except as specified herein, the Department shall have the discretion to determine whether the normal workday for a specific assignment shall be eight (8) or ten (10) hours.

(b) The normal work period shall be one hundred sixty (160) hours of work in each twenty-eight (28) day scheduling period.

(c) Notwithstanding the foregoing, the Department may implement a "normal workday" consisting of a shift of twelve (12) consecutive hours of work for officers assigned to desk duty at the First Precinct and for officers assigned to Stop Patrol on the following terms and conditions:

(i) Each employee assigned to desk duty at the First Precinct or to STOP Patrol has the sole discretion to elect to work a twelve (12) consecutive hour shift or to work a shift consisting of either eight (8) or ten (10) consecutive hours of work. However, once made, such election by an employee shall remain in

effect for the duration of the precinct's bid year unless otherwise mutually agreeable to the employee and the Precinct Commander.

(ii) Pursuant to Sections 13.1 and 14.2 of the Labor Agreement, for employees who work a twelve (12) consecutive hour shift, a "day" of holiday leave and funeral leave shall be defined as twelve consecutive hours.

Section 9.3 - Work Schedules.

(a) The Department shall create a work schedule for all employees covered by this Agreement showing their assigned shift, the starting time therefore, their scheduled work days and their scheduled days off for the ensuing 28-day scheduling period. The following principles shall apply with regard to establishing the schedule:

(1) For employees working an assignment for which the normal workday is ten hours, each scheduling period shall include 16 days for which the employee is scheduled to work and 12 days for which the employee is scheduled to be off work.

(2) For employees working an assignment for which the normal workday is eight hours, each scheduling period shall include 20 days for which the employee is scheduled to work and 8 days for which the employee is scheduled to be off work.

(3) Employees working as assignment for which the normal workday is a shift of twelve (12) consecutive hours shall be scheduled as follows: for twenty-eight (28) day scheduling periods 1-5 and 10-13, employees shall work thirteen (13) twelve-consecutive hour shifts in each scheduling period: for twenty-eight day pay periods 6-9, employees shall work fourteen (14) twelve-consecutive hour shifts in each scheduling period. This work schedule provides for 2,076 hours of scheduled work during the payroll year. Because a standard payroll year consists of 2,080 hours of scheduled work, an officer working a 12-hour shift under this Agreement shall: work an additional shift of four hours at straight time within the payroll year and with the date, hours and assignment to be mutually agreeable to the employee and his/her supervisor; or the employee, at his/her sole discretion, may use four hours of accrued vacation or compensatory time in lieu of working the four hour shift.

(4) When a holiday falls within the 28-day scheduling period, the number of scheduled days of work during the scheduling period shall be reduced by one for each such holiday.

(5) Reasonable consideration shall be given to employee requests for days off consistent with the needs of the Department. To be considered, however,

an employee must submit his/her request not less than fifteen (15) days before the beginning of the next scheduling period. For employees assigned to STOP Patrol, reasonable consideration *may* be given to requests for days off.

(6) An employee may generally be scheduled to work up to six (6) days consecutively. If an employee is scheduled to work six (6) consecutive days, must generally be scheduled to have at least two (2) consecutive days off before he/she /she is scheduled to return to work. An employee's commander shall have the discretion to deviate from the maximum number of consecutive days of work or the minimum consecutive days off.

(b) Work schedules shall be posted no later than ten (10) calendar days prior to the beginning of the scheduling period.

Section 9.4 - Work Schedules and Assignments for Bid Assignments. The normal work schedule for Precinct Personnel serving in Bid Assignments shall be established and maintained pursuant to the requirements of this Section 9.4

Subd. (a) ***Posting and Establishing Assignments; Normal Work Day***. On or before October 31 of each year, each precinct commander shall post a schedule of all Bid Assignments based on the actual strength for the precinct as of that date. With respect to each Bid Assignment, the schedule shall identify: the supervising lieutenant; the starting time; the Commencement Date; whether the assignment is 911 Responder, Directed Patrol Assignment or Beat Assignment; and the geographical area, if any. The Commencement Date shall be between December 15 and January 15 and shall be determined each year to be the date that is: the first day of a twenty-eight (28) day scheduling period; and closest to January 1. If two scheduling periods start on dates that are of equal distance from January 1, the Commencement Date shall be the first date of the scheduling period that begins after January 1. Each Bid Assignment shall have a specific starting time which shall be within the range of starting times for either day watch or night watch. There may be more than one starting time for shifts within a watch and the number of Bid Assignments allocated to each watch shall be established at the sole discretion of the precinct commander based on the needs of the precinct. Once posted, such starting times shall remain fixed until the next Commencement Date, except as adjusted pursuant to the provisions of this Section 9.4. The normal work day for all 911 Responders and Directed Patrol Assignments and the sergeants and lieutenants that supervise them shall be ten (10) consecutive hours of work. The normal work day for Beat Assignments shall be either or eight (8) or ten (10) consecutive hours of work as determined in the sole discretion of the Department provided, however, that no more than twenty percent (20%) of the aggregate number of Bid Assignments for all of the precincts shall have an 8-hour work day.

Subd. (b) ***Bidding.*** Beginning on November 15 (or the first weekday thereafter if the 15th falls on a weekend) of each year, Eligible Employees shall be entitled to bid on all available Bid Assignments within their respective precincts for the upcoming payroll year. Bidding must be completed and the schedule for the upcoming year posted as soon as is practical and in no event later than twenty-one (21) days prior to the Commencement Date. The bidding priority of Eligible Employees shall be established within a precinct based on rank (first

Sergeant, and then Patrol Officer) and on seniority within rank as determined by the "appointment date in rank" as noted in the records maintained by the Department's Human Resources Unit. However, not less than seven days before Patrol Officers begin bidding, the precinct commander shall assign 911 Responder assignments to those patrol officers who have been selected to serve as canine officers, and may assign, at his/her discretion, employees who have volunteered for such an assignment to Directed Patrol or Beat Assignments. The number of such pre-bid assignments for volunteers to Directed Patrol or Beat Assignments shall not be more than 10% of the total number of Eligible Employees. Patrol Officers shall then be entitled to bid on the remaining Bid Assignments.

Subd. (c) ***Special Scheduling and Bidding Provisions for SOD Bid Assignments.*** On or before October 31 of each year, the supervisor in charge of the SOD shall post a schedule of all Bid Assignments based on the actual strength for the Division as of that date. With respect to each Bid Assignment, within a specialty the schedule shall identify: the starting time; the Commencement Date; and the geographical area, if any. Each Bid Assignment shall have a specific starting time which shall be within the range of starting times for either day or night watch. Once posted, such starting times shall remain fixed until the next Commencement Date, except as adjusted pursuant to the provisions of this Section 9.4. The normal work day for all SOD Bid Assignments shall be ten (10) consecutive hours of work; except with regard to canine officers. On a day for which the canine officer is scheduled to report for duty to his/her assigned position with the Department, the normal work day shall be a scheduled shift of nine (9) consecutive hours of work and one (1) hour of canine maintenance to be performed at the officer's discretion during his/her non-scheduled hours. Each canine officer shall also perform one (1) hour of canine maintenance each day at his/her discretion that his/her canine partner is in his/her custody even if the officer is not scheduled to work on that day. Accordingly, when a canine officer is excused from a scheduled work day by reason of using his/her accumulated sick leave, vacation or comp time on a day during which he/she will still perform canine maintenance duties, his/her respective account balance shall be reduced by nine (9) hours. Beginning on November 15 (or the first weekday thereafter if the 15th falls on a weekend) of each year, Eligible Employees shall be entitled to bid on all available Bid Assignments within their respective specialty areas (i.e., canine, traffic, etc.) for the upcoming payroll year. Bidding must be completed and the schedule for the upcoming year posted as soon as is practical and in no event later than twenty-one (21) days prior to the Commencement Date. The bidding priority of Eligible Employees shall be established within a specialty area based on rank (first Sergeant, and then Patrol Officer) and on seniority within rank as determined by the "appointment date in rank" as noted in the records maintained by the Department's Human Resources Unit.

Subd. (d) ***Removal from a Bid Assignment.*** Once an Eligible Employee has successfully bid for a Bid Assignment, or a First Year Employee has been assigned to a Bid Assignment, the employee shall not be removed from the Bid Assignment unless: the employee agrees to accept another assignment; the employee is transferred or removed by reason of disciplinary action as described in Article 4; the employee is reassigned pursuant to the application of the inverse seniority provisions in this Section 9.4; or the retention of the employee in the assignment would unduly disrupt the operations of the shift to which he/she is assigned. Notwithstanding the foregoing, Eligible Employees in the rank of sergeant may be transferred from a Bid Assignment when necessary to satisfy the legitimate needs of the

Department so long as such transfers are not arbitrary and capricious.

Subd. (e) ***Filling Vacancies.*** When a vacancy in either a Bid Assignment or a Non-Bid Assignment within a precinct is to be filled with an employee other than a Newly Hired Employee, the precinct commander shall attempt to fill the vacancy by posting the vacancy and seeking a qualified volunteer first from within the precinct and then from outside the precinct. The precinct commander may select from the volunteers at his/her discretion; except where there is more than one qualified volunteer from within the precinct for a vacancy in a Bid Assignment, the precinct commander should give primary consideration to the most senior volunteer. Notwithstanding the foregoing, the precinct commander is not required to select the most senior person; but if the most senior person is not selected, the precinct commander shall inform such person as to the reason he/she/se was not selected. If no volunteer is forthcoming, the precinct commander may fill the vacancy by inverse seniority as applied throughout the precinct. This subdivision shall not apply with regard to filling vacant canine assignments.

Subd. (f) ***Transfers into the Precinct After the Commencement Date***. The assignment for an employee who transfers into a precinct after the Commencement Date of any payroll year will be established as follows. If there are vacancies in any Bid Assignment or Non-Bid Assignment, as determined by the posting made at the time of the bid for that year but subject to adjustment as provided in Subdivision (f), below, an employee transferring into a precinct, other than a Newly Hired Employee or a canine officer, shall be assigned to fill any such vacancy at the discretion of the precinct commander. If there are no vacancies in any existing Bid or Non-Bid Assignment, the commander may assign the employee to any assignment. Newly Hired Employees and canine officers who transfer into a precinct after January 1 shall be assigned to a 911 Responder assignment.

Subd. (g) ***Adjustments to Starting Times, Watches*****.** During May, June or July of each year, and again during the months of September or October, the Employer may adjust the starting time of shifts within each watch for employees assigned to a Bid Assignment provided that: (i) the Employer provides not less than thirty (30) days posted notice of such adjusted starting time; (ii) the adjusted starting time continues to fall within each watch; and (iii) the adjusted starting time does not deviate more than one (1) hour from the starting time specified in the posting prior to the bid. With regard to any Bid Assignment that becomes vacant during the year, the precinct commander may change the starting time and/or the watch prior to filling the assignment. After any adjustment pursuant to this Paragraph, the starting time of the assignment shall remain fixed for the remainder of the year unless the assignment shall become vacant. The Employer may make the May/June/July adjustment even if the assignment was adjusted prior thereto as a result of a vacancy.

Subd. (h) ***Inverse Seniority for First Year Employees***. Newly Hired Employee's shall not be subject to the application of inverse seniority under this Section 9.4.

Subd. (i) ***Integrity of Job Duties.*** While employees assigned to Non-Bid Assignments may occasionally be temporarily assigned to assist in the performance of duties normally associated with employees assigned to Bid Assignments, the Employer may not circumvent the provisions of this Article by the systematic reassignment of duties relating to Bid

Assignments to employees serving in Non-Bid Assignments.

Subd. (j) ***Retention of Shift Differential.*** When a Precinct Employee assigned to a Bid Assignment who was entitled to receive a night shift differential pursuant to Section 7.5 is permanently reassigned (a reassignment to last more than 30 consecutive calendar days) pursuant to the terms of this Section to an assignment that is not eligible for shift differential, such employee shall receive a lump sum payment in an amount equal to 348 hours times the hourly shift differential rate, as specified in the wage schedule appendix, in effect at the time of such assignment. Such payment shall be made regardless of the reason for the reassignment. An employee shall not receive more than one such reassignment payment bid per year.

Subd. (k) ***Special Operations Division.*** The SOD shall be treated as a precinct for the purposes of Subds. (e) through (j).

Section 9.5 - Work Schedules for Non-Bid Assignments.

Subd. (a) ***Establishing Assignments and Voluntary Details*.** The Employer retains the discretion to establish or eliminate as it deems necessary Non-Bid Assignments and voluntary details (specialty duties in addition to an employee's regular assignment), except that no more than 5% of the greater of: the total authorized strength of all sworn personnel of the Department; or the actual number of sworn personnel as determined on July 1 of each year; may be assigned to STOP Patrol. Upon establishing a Non-Bid Assignment or a voluntary detail, the Department shall develop an "Assignment Description" which shall include such information as the description of the duties associated with the assignment, the days of the week in a normal work week and the number of hours in the scheduled work day, the minimum qualifications or special skills needed to obtain the assignment, the rank which is necessary to obtain the assignment, the selection process for filling vacancies, the minimum length of service commitment for an employee who volunteers for the assignment and the process by which an employee may request to transfer to another assignment or be relieved from the voluntary detail. The Department retains the managerial right to modify the provisions of the Assignment Description or eliminate the assignment, subject to work-out-of class restrictions and the notice requirements of this Article as to the affected employees. The Department will use its best efforts to notify the Federation of such changes prior to implementing them.

Subd. (b) ***Filling Assignments.*** The Department retains the right to establish and modify in its sole discretion the selection process and the criteria used to select personnel to fill Non-Bid Assignments and voluntary details. However, the Department will give consideration to the expressed interests of affected employees.

Subd. (c) ***Scheduling.*** The Department retains the right to establish work schedules for Non-Bid Assignments, subject to the requirements of Sections 9.2 and 9.3. Except with regard to employees assigned to STOP Patrol, for units or work groups in which personnel are scheduled to work on Saturdays or Sundays or work a shift ending after 1900 hours, the Department will schedule night hours and weekends by seeking volunteers, by using an equitable rotation system or by offering employees the right to request days off prior to establishing the schedule as provided in Section 9.3.

Subd. (d) ***Minimum Length of Service for Non-Supervisory Personnel.*** The minimum length of service commitment for employees having the rank of patrol officer serving in any assignment or voluntary detail other than a Bid Assignment in a precinct shall be two (2) years, or such other period as stated in the Assignment Description as of the date on which the employee began the assignment. However, if the employee was involuntarily assigned to the position or if the employer substantially modifies the essential terms and conditions of the assignment as set forth in the Assignment Description after the employee has voluntarily accepted the assignment; the minimum length of service shall be one (1) year. In order to be eligible to bid for a Bid Assignment, even if the officer has satisfied his/her minimum service requirement, a patrol officer must notify his/her commander by July 1 of his/her intent to return to a Bid Assignment for the succeeding calendar year and, if not already assigned to a precinct, be approved for a transfer to a precinct. Notwithstanding the foregoing, the Department may delay a transfer or re-assignment from a Non-Bid Assignment until such time as a suitably trained replacement is available. An employee who has completed the minimum length of service commitment for a voluntary detail may notify the Department of his/her intention to resign from the voluntary detail at any time. The Department will honor such request and relieve the employee of the duties associated with the voluntary detail within one year of such written notice. The Department, in its sole discretion, may waive the minimum length of service requirement for any Non-Bid Assignment or voluntary detail.

Subd. (e) ***Special Provisions for STOP Patrol Assignments.*** Notwithstanding any other provision of the Labor Agreement to the contrary, assignments to STOP Patrol are completely voluntary, meaning that: employees cannot be assigned to STOP Patrol against the expressed desire of the employee or by inverse seniority; and employees shall be transferred from STOP Patrol upon written notice to the commanding officer of requesting a transfer. Such request shall be granted within the lesser of: 90 days from the date of the request; or 30 days prior to the annual precinct bid. Further, Newly Hired Employees may not be assigned to STOP Patrol.

Section 9.6 - Transfers.

Subd. (a) ***Transfers Initiated by the Department.*** The Department retains the right to transfer personnel serving in Non-Bid Assignments and to relieve an employee of the duties of a voluntary detail as it deems necessary, subject to the notice requirements of this Article 9, and such transfer decisions are not arbitrable. The Department's right to transfer Precinct Personnel serving in Bid Assignments is governed by Section 9.4. The Department agrees that, upon the request of an employee, it will advise the employee of the reason the employee is being transferred or relieved of voluntary detail duties.

Subd. (b) ***Transfers Initiated Upon the Request of an Employee.*** Subject to the provisions of Section 9.5, Subd (e), the Department acknowledges that it is its policy to use reasonable efforts to accommodate the request by an employee to transfer from one assignment to another. However, with regard to supervisory personnel (those serving in the rank of Sergeant and above), nothing shall give the employee an absolute right to transfer from one assignment to another and the Department is under no obligation to grant a transfer request. With regard to personnel having the rank of Patrol Officer, the Department will generally honor a transfer

request provided that the employee has satisfied any applicable minimum length of service requirements in his/her present assignment and the transfer will not unduly disrupt the operations of the Department. The decision to deny a transfer request is not arbitrable, except with regard to a transfer request made pursuant to Section 9.5 Subd (e).

Section 9.7 - Temporary Change in Shifts.

The Department shall have the right to temporarily depart from an officer's bid shift (hours of work) and his/her posted 28-day work schedule. However, hours worked that are different from an officer's bid shift and/or posted 28-day work schedule (including any hours which would have fallen within the posted schedule had no such departure been made) shall be compensated at the overtime rate pursuant to Section 10.2, except as otherwise specified in this Section 9.7. When such a change is to be made, the Department shall attempt to provide involved employee(s) with: as much advance notice as is possible; and a minimum of eight (8) off-duty hours between work assignments. Such temporary changes in an employee's shift shall not normally exceed thirty (30) calendar days. Nothing in this article shall be construed as a limitation or restriction upon the Department respecting the scheduling of employees and/or the operation of the Department in Public Safety emergency situations as declared by the Chief of Police or the Mayor of the City of Minneapolis.

Subd. (a) ***General Rule***

(i) *Changes Made for Training*. If the employer gives an employee written notice of a change in the employee's normal hours of work prior to the posting of the 28-day work schedule, there shall be no compensation if the change is to accommodate required training for the employee. Once the 28-day schedule is posted, the employer may change the hours of work on a scheduled work day without compensation to accommodate required training for the employee, provided the employer gives the employee at least 14 days advance written notice.

(ii) *No Compensation for Voluntary Changes.* No change of shift compensation is payable for changing an employee's hours of work or days of work if the change is voluntary. "Voluntary" means: a request initiated by an employee; or a request initiated by the employer for which an employee may decline without sanction. Changes for "Career Enrichment Assignments" are considered voluntary. The employer shall grant a shift-change request made by an employee who is on limited duty status resulting from a qualified IOD injury when such request is to allow the employee to attend physical therapy or a medical appointment relating to the injury during on-duty time.

(iii) *Limitation on Compensation With 14-Days' Advance Notice.* When the employer changes the hours of work for a block of consecutive scheduled work days after the posting of the 28-day schedule for reasons other than training or a voluntary change, the change of shift compensation shall be

payable only for the first day of the block of consecutive work days provided the employer gives the employee written notice of the change not less than 14 days in advance.

(iv) *Change of Shift Compensation Paid in Cash*. All change of shift compensation shall be payable in cash. An employee may not elect to be compensated in compensatory time for change of shift compensation. However, if an employee otherwise becomes entitled to overtime for working hours departing from the changed work schedule, such overtime shall be subject to all provisions of Article 10.

Subd. (b) ***Change in Shift – Fitness for Duty.*** Where an unplanned and immediate temporary change in shift is made necessary because of issues relating to the employee's physical or mental fitness for duty, the Department may, at its sole discretion:

(1) change the employee's assignment and work schedule and pay the compensation specified in Paragraph (a) of this section;

(2) change the employee's assignment using the same hours as specified on the employee's posted schedule thereby avoiding the obligation to pay additional compensation; or

(3) offer the employee another assignment with different hours which, if accepted, would be considered a voluntary change in shift for which no additional compensation is payable.

In such circumstances, the employee may use applicable accrued benefits.

Subd. (c) ***Change in Shift – Investigations.*** Where an unplanned and immediate temporary change in shift is made necessary because the employee is under investigation for alleged misconduct, the Department may, at its sole discretion:

(1) change the employee's assignment and work schedule and pay the compensation specified in Paragraph (a) of this section;

(2) change the employee's assignment using the same hours as specified on the employee's posted schedule thereby avoiding the obligation to pay additional compensation; or

(3) offer the employee another assignment with different hours which, if accepted, would be considered a voluntary change in shift for which no additional compensation is payable.

In such circumstances, the employee may use applicable accrued benefits. Any compensation payable under subparagraph (1) of this Paragraph (c) may be held in abeyance until the conclusion of the investigation and the final resolution of any resulting disciplinary action. If a

disciplinary action resulting in a penalty more severe than a letter of reprimand is sustained, the Department shall be relieved of any obligation to pay such compensation.

Section 9.8 – Assignment of Personnel. Prior labor agreements between the City and the Federation included a Memorandum of Understanding on the topic of "Duty Assignments" which provided, among other things, that only personnel at or above the rank of lieutenant could be assigned to command a unit. This provision was the subject of many grievances and at least two arbitration cases. The prior Memorandum of Understanding and arbitration decisions arising there under are hereby superseded by the provisions of this Section. The Federation hereby agrees that the Department shall have the right to establish and maintain working groups of employees performing related tasks, provided that: employees are assigned duties and responsibilities consistent with their civil service job classifications and the provisions of Section 30.2 of this Agreement, or are receiving additional compensation when working out-of-class; and the Department has articulated a clear chain of command for such work group. The Department agrees that the number of sergeants in the Department shall not be reduced below twenty-three and one-quarter percent (23.25%) of the greater of the total authorized strength of all sworn personnel of the Department; or the actual number of sworn personnel as determined on July 1 of each year. The Department agrees that the number of lieutenants in the Department shall not be reduced below four and one-half percent (4.5%) of the greater of the total authorized strength of all sworn personnel of the Department; or the actual number of sworn personnel as determined on July 1 of each year.

ARTICLE 10
OVERTIME

Section 10.1 - Overtime. This article is intended to define and provide the basis for the calculation of overtime pay or compensatory time off, as applicable. Nothing herein shall be construed as a guarantee of overtime work. All employees may be required to work overtime.

Section 10.2 - Overtime and Overtime Pay.

Subd. (a) ***Definition of Overtime***. *Overtime* is defined as any hours of work which deviate from an employee's posted work schedule as described in Section 9.3 of this Agreement unless such deviation is voluntary on the part of the employee or is made necessary by required training activities as provided under Section 9.7 of this Agreement (*Temporary Change in Shifts*), in which case no overtime shall be deemed to have been worked. All overtime, with the exception of off-duty arrest and extension of duty to perform required job functions, must be approved prior to the employee working the overtime. When an employee requests compensation for overtime worked and the Employer disputes whether the employee is entitled to compensation for such hours or to compensation for such hours at the overtime rate, the Employer shall notify the employee of the denial of the compensation request. The Employer shall not change an employee's hours in the timekeeping or payroll system without timely notice to the employee.

Subd. (b) ***Overtime Pay***. Except where an employee has elected to receive overtime pay in the form of compensatory time off, all overtime shall be paid in cash at the rate of one and one-half (1½) times the employee's regular hourly rate. Where compensatory time has been elected, one and one-half (1½) hours of compensatory time shall be accrued for each hour of overtime worked. An employee shall be entitled to elect to receive compensatory time off in lieu of cash payment for overtime at any time the employee's compensatory time bank is 60 hours or less. If the employee's compensatory time bank is more than 60 hours, the Employer shall have the discretion to decide whether to grant or deny a request to receive additional compensatory time off for overtime work. However, overtime worked by an employee to backfill for another employee who is using compensatory time off shall always be compensated in cash.

As a general rule, the department does not allow officers of a higher rank to work in an overtime capacity for officers of a lower rank. However, in instances where it becomes necessary for an officer to backfill for an officer in a lower rank taking compensatory time off under Section 10.2, subd. (d), the officer of higher rank shall always be compensated in cash at 1.5 times the hourly rate for the top step of the wage schedule for the rank of the position being filled.

Subd. (c) ***Payment of Accumulated Compensatory Time***. Once per year, the City shall liquidate the entire compensatory time bank of each employee by cash payment for such accumulated compensatory time. Payment for such time will be made on or before the last paycheck in December and will be based on the number of hours of compensatory time in the employee's compensatory time bank as of the last day of the first payroll period in November at the regular hourly rate of pay for the employee in effect as of the date on which payment is made. Notwithstanding the foregoing, when an employee is promoted to the rank of lieutenant or above, the Employer, in its sole discretion, may liquidate all or any portion of the employee's entire compensatory time bank by paying the employee such hours at his/her current hourly rate (the rate in effect immediately prior to the promotion).

Subd. (d) ***Compensatory Time Off***. An employee who gives notice of the intent to use compensatory time at least seven (7) calendar days in advance shall be granted compensatory time off on the requested date(s) without regard to whether granting such request would cause the employee's shift, precinct, unit or division to fall below the Department's minimum staffing levels. However, the Employer shall not be obligated to grant compensatory time off for consecutive calendar days unless the employee has given notice on or before the due date for requesting days off for the scheduling period in which the compensatory time off is to be taken. An advance request for compensatory time off may be denied for days on which days off and vacations have been cancelled for all of the personnel in the employee's shift, precinct, unit or division. The Employer retains the sole discretion to grant or deny requests to take compensatory time off when the request is made less than one week in advance or, for consecutive days, later than the day for the submitting requests for days off.

Section 10.3 - Call-Back Minimum. Employees called to work during scheduled off-duty hours shall be compensated in the form of compensatory time off at the rate of one and one-half (1½) hours for each hour worked with a minimum of four (4) hours' compensatory time off earned for each such call to work. The minimum of four (4) hours shall not apply when such a

call to work is an extension of or early report to a scheduled shift. This provision shall not apply to situations arising out of Section 9.7, *Temporary Change in Shifts*.

Section 10.4 - Standby. Employees properly authorized and required by Department rules to standby for duty shall be compensated at the rate of one (1) times the regular hourly rate, except as specified in the Memorandum of Agreement regarding standby status for specialized investigators attached hereto as Attachment "E." Time shall be calculated to the nearest one-half (½) hour. If standby status is canceled prior to 6:00 p.m. on the day preceding the scheduled standby status, the Department shall not be obligated to compensate an employee for standby status. If standby status is canceled after 6:00 p.m. on the day preceding the scheduled standby status, but before 9:00 a.m. on the day of the scheduled standby status, the Department shall be required to compensate the employee for one (1) hour of standby. If standby status is canceled after 9:00 a.m. on the day of the scheduled standby status, the Department shall be required to compensate the employee for the greater of: two (2) hours of standby; or the compensation specified under this Section 10.4 for time actually served on standby status.

The City shall have three business days to approve or deny the Officer's request for compensation. If not denied within three business days of an Officer's request for any court related compensation, such compensation shall be deemed approved.

Section 10.5 - Court Time and Preparation.

(a) Employees will be compensated for all time required in court or proceedings of the Civilian Review Authority, including time required in *standby* status in anticipation of such appearances when:

(1) The court case is within the scope of the employee's employment and the employee is under subpoena or trial notice for the appearance, a copy of which has been provided to the Department; or

(2) The employee's appearance is required by the Civilian Review Authority.

(b) An employee will be permitted necessary time in consultation with attorneys while on-duty, provided:

(1) The case is within the scope of the employee's employment and,

(2) Prior approval of such on-duty consultation is received from the employee's immediate supervisor.

(c) Employees shall be compensated for all off-duty time spent in consultation with attorneys where:

(1) The City (i.e., the Minneapolis City Attorney, an involved county attorney and/or federal authority) requires the employee's attendance at such meeting, and

(2) The consultation cannot reasonable be rescheduled to the involved employee's normal on-duty hours, and

(3) The same *scope of employment* and *prior approval* criteria outlined in Paragraph 10.5(b), above, are satisfied.

Section 10.6 - Special Overtime Practices.

Subd. (a) ***Employees Serving in Other Agencies by Contract***. The City may enter into an agreement with other law enforcement agencies or other governmental agencies, for the purpose of authorizing employees covered under this Agreement to provide services at the direction of such other agency. An employee who participates in such a program remains an employee of the City. Therefore, such an employee is subject to the rules and regulations of the Department and is entitled to the rights and benefits of this Agreement; except as follows:

(1) such assignment shall be considered "voluntary" so that the scheduling and shift change provisions of Sections 9.3 and 9.7 shall not apply; and

(2) the employee shall obtain prior approval of his/her supervisor in the Minneapolis Police Department before working overtime which would result in compensation to the employee in excess of any amount for which the agency to which he/she/she is assigned is obligated by contract to reimburse the City.

Subd. (b) ***Field Training Officers***. As compensation for the additional duties associated with the assignment, an employee who serves as a Field Training Officer (FTO) shall be paid a premium equal to one and one-quarter (1 1/4) hours at straight time for each work day or part thereof in which he/she/she acts as an FTO with the responsibilities for reporting on the performance of the trainee. An employee may elect to receive such compensation in cash or compensatory time. Such election shall be made at the beginning of the FTO program, or as soon thereafter as is practical, and shall be irrevocable for the duration of the FTO program for that class of recruits. Such compensation shall be in addition to the employee's regular compensation for the hours actually worked. The Department will attempt to staff its FTO program with volunteers, but reserves the right to reject a volunteer who it determines is not appropriate to serve as an FTO and to assign employees to FTO duties if the needs of the Department cannot be fully staffed by volunteers. The Department will use its best efforts to reasonably limit the number of consecutive months during which it will involuntarily assign an employee to FTO duties.

Subd. (c) ***Buy-Back Policing***. Participation in the Department's *Buy-Back* is voluntary. An employee who works buy back shall be paid cash compensation for all hours worked therein at one and one-half (1 ½) times the employee's regular hourly rate or, if working under the contract between Hennepin County and the Department for the detox van or a contract between the Department and an officially recognized community organization under the Neighborhood Revitalization Program, the rate specified in such contract.

For purposes of this unique overtime practice, Buy-Back Policing shall mean community crime prevention, special investigative, and other law enforcement activities normally within the scope of the authority conferred upon the Department by the City Charter. Additional activities may be added only upon the express written agreement of the Parties.

Buy-back opportunities shall be available to all employees in the ranks of patrol officer, sergeant and lieutenant on a non-discriminatory, consistent basis. Each precinct shall maintain a system of posting buy-back opportunities that includes a description of the duties and the available dates and times so that any interested and eligible employee can sign-up for such duties. The employer shall designate a precinct affiliation for non-precinct employees who desire to work buy-back assignments. Buy-back assignments shall be available, subject to reasonable restrictions to ensure fairness to all eligible employees, on a "first-come, first-served" basis among the employees working at or affiliated with the posting precinct. If the buy-back assignments cannot be filled from within the precinct, the employer may fill such assignments by providing an equal opportunity for volunteers from outside the precinct.

Subd. (d) ***Canine Maintenance Compensation.***

(1) Canine Maintenance Premium. As compensation for the additional canine maintenance duties associated with the assignment to canine officer, an employee who serves as a canine officer shall be paid in cash as follows with regard to the one (1) hour of required canine maintenance: on a day on which a canine officer is scheduled to work, the one (1) hour shall be paid at straight time (one times the officer's regular hourly rate); and on a day that the officer is not scheduled to work, the officer shall be paid at the premium rate of one and one-quarter (1 ¼) times the officer's regular hourly rate.

(2) Veterinary Care. Time spent in obtaining veterinary care for a canine shall be treated as hours worked. A canine officer shall use his/her best efforts to arrange for veterinary care during his/her scheduled duty time. However, if the time of day during which the officer is obtaining veterinary care departs from his/her posted work schedule, such departure shall be considered as a "voluntary change of shift" under Section 9.7 of the Labor Agreement.

(3) Canine Squad Cars. The parties acknowledge that to facilitate transportation of a canine and to provide an additional benefit to canine officers for canine maintenance at home and during off-duty hours, canine officers shall be provided with a squad care that may be used to transport the officer and his/her canine between work and home. The Department retains the discretion to determine the type of vehicle and the equipment installed thereon, except that the vehicle and equipment shall be consistent with Department standards for use in marked patrol and 911 response.

Section 10.7 – Holidays. When an employee works "overtime," as defined by Section 10.2, Subd. (a) of the Labor Agreement on one of the "Major Holidays", as defined by Section 13.3, or

as an extension of a shift that begins on a Major Holiday; the effective rate of pay for such overtime hours is 2.25 times the employee's normal (non-holiday) hourly rate. The employee may, subject to the provisions of Section 10.2, elect to receive cash or compensatory time for overtime worked on a holiday.

Section 10.8 - No Duplication of Overtime. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 11
LAYOFF AND RECALL FROM LAYOFF

Section 11.1 - Layoffs and Bumping. Whenever it becomes necessary because of lack of funds or lack of work to reduce the number of employees in any rank, the Chief of Police shall immediately report such pending layoffs to the City Coordinator or his/her designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Definitions.

1. A "lay off" is when an employee loses his/her position due to a lack of funds or work even if the action results in the demotion of the employee rather than interruption of his/her employment.

2. "Bumping" is when an employee who is laid off exercises his/her right to take a position in a lower rank from an employee with less Classification seniority.

Subd. (a) ***General Order of Layoff***. Layoffs shall be made in the following manner:

(1) *Permit* employees shall be first laid off;

(2) Temporary employees (those certified to temporary positions) shall next be laid off;

(3) Persons appointed to permanent positions shall then be laid off.

Subd. (b) ***Layoff Based on Classification Seniority***. The employee first laid off shall be the employee who has the least amount of classification seniority in the rank in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing.

Subd. (c) ***Bumping***. Employees above the rank of patrol officer who are laid off shall have their names placed on a demotion list for their classification. Such employees who

have at least two (2) years of City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to the next lower rank previously held permanently by the laid off employee. If the laid off employee cannot properly displace any employee in the next lower rank, such laid off employee shall have the right to displace (bump) the employee of lesser City seniority who was the last certified to progressively lower ranks previously held permanently by the laid off employee and in which job performance was deemed by the Employer to be satisfactory. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Section 11.2 - Notice of Layoff. The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days notice prior to the contemplated effective date of a layoff.

Section 11.3 - Recall from Layoff. A Patrol Officer who has been laid off may be reemployed without examination in a vacant position of the same rank within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the eligible's name being removed from the layoff list. However, the eligibility of an employee on the layoff list shall be extended for a period of military service while laid off upon notice to the Employer by the employee of such military service. An employee who was laid off and had his/her name placed on a demotion list shall be entitled to return to the job classification from which he/she was laid off before a vacancy in such job classification is filled from a promotional list.

Section 11.4 - Effect on Appointed Positions. Employees who hold a rank within the classified service but are serving in an unclassified or appointed position within the City cannot be displaced (*bumped*) within the meaning of this article by other bargaining unit employees during the time such employees hold their appointed positions. Subject to the provisions of Section 4.5, in the event such a person is removed (un-appointed) from his/her appointed position he/she shall have the right to return to his/her last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank. To the extent such removal causes there to be an excess above the authorized strength at such rank, the excess shall be reduced through attrition. Notwithstanding the foregoing, if a Commander is removed by reason of the elimination of a Commander position(s) as part of a department-wide reduction in staffing that includes a reduction in the number of personnel in the ranks of Lieutenant, Sergeant and/or Patrol Officer due to budgetary reasons, the "attrition" requirement of the preceding sentence shall not apply.

Section 11.5 - Exceptions. The following exceptions may be observed:

(a) Mutual Agreement. If the Employer and the Federation agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the City Coordinator or his/her designated representative, employees will be laid off and reemployed upon that basis.

(b) Emergency Retention. Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to fourteen (14) calendar days longer to complete an assignment.

ARTICLE 12
VACATIONS

Section 12.1 - Eligibility: Full-Time Employees. Vacations with pay shall be granted to permanent employees who work one-half (½) time or more. Vacation time will be determined on the basis of continuous years of service, including time in a classified or unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

(a) Credit During Authorized Leaves of Absence. Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

(b) Credit During Involuntary Layoffs. Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

(c) Credit During Periods on Disability Pension. Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1996) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

(d) Credit During Military Leaves of Absence. Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 12.2 - Vacation Benefit Levels. Eligible employees shall earn vacations with pay in accordance with the following schedule:

Employee's Credited Continuous Service	**Vacation Hours per Year**
One through Four Years	96 Hours

Five through Seven Years	120 Hours
Eight through Nine Years	128 Hours
Ten through Fifteen Years	144 Hours
Sixteen through Seventeen Years	168 Hours
Eighteen through Twenty Years	176 Hours
Twenty-One or more Years	208 Hours

Section 12.3 - Vacation Accruals and Calculation. The following shall be applicable to the accrual and usage of accrued vacation benefits:

(a) Accruals and Maximum Accruals. Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including four hundred (400) hours. Accrued benefits in excess of four hundred (400) hours shall not be recorded and shall be considered lost.

(b) Negative Accruals Permitted. Employees certified to permanent positions shall be allowed to accrue a negative balance in their vacation account. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. The anniversary date for increase in such employee's vacation allowance shall be January 1, of the year in which the employee's benefit level is changed. Employees separating from the service will be required to refund vacation used in excess of accrual at the time of separation, if any.

(c) Vacation Usage and Charges Against Accruals. Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

(d) 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"), employees may elect to receive payment for up to forty (40) 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. 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.

Section 12.4 - Vacation Pay Rates.

Subd. (a) ***Normal***. The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Paragraph (b), below.

Subd. (b) ***Detailed (Working Out of Class) Employees***. Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Section 12.5 - 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 his/her 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.

Section 12.6 – Payment for Unused Vacation on Separation. The value of any vacation balance due upon voluntary separation shall be deposited into the employees Post Employment Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

ARTICLE 13
HOLIDAYS

Section 13.1 - General. Each permanent, full-time employee shall be entitled to twelve (12) days leave per year in lieu of holiday leave. These twelve (12) days will be used as directed by the Chief of Police in the current year giving reasonable consideration to the request of the employee. The following days shall be observed as paid holidays for all permanent, full-time employees:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus 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 scheduled to work on the holiday, the employer shall schedule a day off with pay as an alternate

holiday for the employee during the same 28-day scheduling period as the actual holiday. At the employer's sole discretion, it may pay the employee in cash for one normal workday in lieu of scheduling an alternate day off. Employees who are eligible for holiday pay shall also receive one (1) floating holiday per calendar year. Floating holidays may not be carried over if not used during the calendar year.

Section 13.2 - 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 benefits available in which case the employee shall be required to take such holidays as vacation; or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of his/her religious holiday of his/her 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.

Section 13.3 – Compensation for Work on Holidays.

Subd. (a). *Major Holidays.* The "regular hourly rate" for all hours worked during any shift which begins on Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (the "Major Holidays") is 1.5 times the employee's hourly rate in effect for work days other than such holidays. The additional compensation payable for working on a Major Holiday shall be payable in cash. Compensation for overtime worked on a Major Holiday is subject to the provisions of Section 10.7.

Subd. (b). *Other Holidays.* In lieu of additional compensation with regard to the other holidays recognized in Section 13.1, commencing with the 2011 payroll year, and continuing thereafter, on the first day of the payroll year each employee shall be credited with a holiday time bank consisting of the number of hours of two (2) regular work days. The employee's "regular work day" shall be determined based on the employee's assignment as of the first day of the payroll year. Requests for holiday time off shall be considered by supervisors on the same basis as vacation requests. Holiday time does not carry over from year to year and, therefore; holiday time banks will revert to zero as of 11:59 p.m. on the last day of each payroll year. Accrued but unused holiday time off at the time of an employee's separation from service shall be forfeited and, therefore, no compensation shall be payable for such accrued time.

ARTICLE 14
LEAVES OF ABSENCE WITH PAY

Section 14.1 - Leaves of Absence With Pay. Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 14.2 - Funeral Leave. A leave of absence with pay of three (3) working days shall be granted in the event a permanent employee suffers a death in his/her immediate family. "Immediate family" means the employee's parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, stepchild, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, grandparent or grandchild, or members of the employee's household. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

Section 14.3 - Jury Duty and Court Witness Leave. After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal workday, he/she/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave. This section shall not apply to: a) any absence arising from the employee's participation in litigation where such participation is within the scope of the employment of such employee - such absences shall be compensated pursuant to the terms of Section 10.5 (*Court Time and Preparation*) of this Agreement; or b) any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant - such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 14.4 - Military Leave With Pay. Pursuant to applicable Minnesota statutes, eligible employees shall be granted leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 14.5 - Olympic Competition Leave. Pursuant to applicable Minnesota statutes, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 14.6 - Bone Marrow Donor Leave. Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

Section 14.7 - Injury on Duty. The Chief of Police, with approval of the Civil Service Commission if necessary, shall grant an employee Injury On Duty (IOD) leave of absence with pay for a physical disability incurred in the performance of law enforcement duty for a period of up to one hundred eighty (180) calendars days in accordance with the length of the disability. Disability incurred in the performance of duties peculiar to law enforcement will apply only to leave necessitated as the direct and approximate result of an actual injury or illness whether or not considered compensable under the Minnesota Workers' Compensation law. Disability resulting from each new injury or illness incurred in the performance of law enforcement duty, or a recurrent disability resulting directly from a previous injury or illness sustained in the performance of law enforcement duty, will be compensable pursuant to, and where otherwise not in conflict with, the provisions of this section. Such leave will not apply to disabilities incurred as the direct result of substantial and wanton negligence or misconduct of the disabled employee. The following conditions shall apply to IOD leave:

(a) When employees exhaust the one hundred eighty (180) days as provided in this section but remain disabled, they will be required to then expend their regular earned sick leave and vacation leave in order to obtain compensation during the period of continuing leave of absence resulting from the disability. When the employee has exhausted his/her sick leave and vacation and still is disabled, the Employer may grant the employee additional disability leave in an amount up to ninety (90) working days. To be eligible for such additional IOD leave, the City's health care provider must certify that the employee will be able to return to the full performance of his/her duties at the expiration of such extended leave.

(b) When an employee returns to work following his/her use of earned sick leave or vacation or during the period which they are on extended leave as provided above, regular earned sick leave will be restored to the employee as follows:

Sick Leave Days at the Time of Exhaustion of the Original 180 Days	Restored Days (Maximum)
0 - 59	0 (no sick leave restored)
60 - 99	20
100 - 199	45
200 or More	90

Section 14.8 - Return from Leaves of Absence With Pay. When an employee is granted a leave of absence with pay under the provisions of this article, such employee, at the expiration of such leave, shall be restored to his/her position.

ARTICLE 15
LEAVES OF ABSENCE WITHOUT PAY

Section 15.1 - Leaves of Absence Without Pay. Leaves of absence without pay may be granted to permanent employees when authorized by Minnesota statute or by the Employer pursuant to the provisions of this article upon written application to the employee's immediate supervisor or his/her designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 15.2 - Leaves of Absence Governed by Statute. The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

(a) Military Leave. Employees shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes. (See also, *Military Leave With Pay* at Article 14, Section 14.4 of this Agreement.)

(b) Appointive and Elective Office Leave. Leaves of absence without pay to serve in an unclassified or appointed City position or as a Minnesota State Legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes. A vacancy created by a leave to allow an employee to serve in an appointed position or an elected position, other than in the Minnesota Legislature, shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. A vacancy created by a leave to allow an employee to serve in an elected office in the Minnesota Legislature shall be deemed a "temporary vacancy," meaning that that the vacancy may be filled by a detail under Section 30.5, so long as the legislative office is deemed "part-time." If an employee returns from such a leave, he/she shall have the right to return to his/her last-held civil service rank. The return of such person shall not result in the removal (bumping) of another person in such rank, except when the person is returning to the rank of Captain. To the extent such return from a leave of absence under this Section causes there to be an excess above the authorized strength at the rank of Patrol Officer, Sergeant or Lieutenant, the excess shall be reduced through attrition.

(c) School Conference and Activities Leave. Leaves of absence without pay of up to a total of sixteen (16) hours during a school year for the purpose of attending school conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

(d) Family and Medical Leaves

(1) General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993, as amended,* and the regulations promulgated there under (which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this paragraph), leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(A) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

(B) when they are unable to perform the functions of their positions because of temporary sickness or disability,

(C) when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition, and/or

(D) military family leave meeting the requirements of a "qualifying exigency leave" or "military caregiver leave."

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see subparagraph (6), below), such leaves are without pay. The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.

(2) Eligibility. Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least one thousand forty-four (1,044) hours during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (a) and (c) above.

(3) Notice Required. Employees must give thirty (30) calendar days notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

(4) Intermittent Leave. If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of*

Ordinances Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

(5) Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

(6) Relationship Between Leave and Accrued Paid Leave. Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leaves under this subdivision.

(7) Reinstatement. Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 15.3 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 15.3 - Leaves of Absence Governed by this Agreement. Employees may be granted leaves of absence for the purpose set forth in this section provided that such leaves are consistent with the provisions of this section. Except as otherwise provided in this Section 15.3: a leave of absence granted may not be renewed or extended without the expressed mutual consent of the Parties; an employee on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for his/her classification if no vacancies exist in such classification; and an employee on leave of less than six (6) months will, at the expiration of the leave, return to a position within his/her classification.

(a) Temporary illness or injury. A leave of absence for illness or injury to the employee or to provide care for a member of the employee's immediate family may be granted for up to 12 months. The employer may require that the condition be properly verified by medical authority. Upon the expiration of the leave, the employee will return to a position, determined at the discretion of the Chief, within his/her job classification. If the employee is physically unable to return to work upon the expiration of the leave, he/she will be placed on a medical layoff upon exhausting all accrued leave banks (vacation, sick leave, compensatory time). An employee may remain on the medical layoff/recall list for up to three (3) years.

If an employee is able to return to work upon the determination that he/she is fit for duty prior to the expiration of the layoff, he/she shall have the right to return to a vacancy in his/her last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below his/her last-held civil service rank where there is a vacancy and shall be considered "on layoff" from his/her last-held civil service rank, subject to recall to the next available vacancy in that rank.

The vacancy created by a leave of absence for temporary illness or injury shall be considered a "temporary vacancy," meaning that the vacancy may be filled by a detail under Section 30.5 for up to twelve (12) months. The vacancy shall be deemed "permanent," thus requiring the termination of a detail, if the employee is unable to return to work upon the expiration of the leave or, prior to the expiration of the leave, the employee separates from service.

(b) *Education.* A leave of absence may be granted to allow an employee to pursue an educational opportunity that benefits the employee to seek advancement opportunities within the City or carry out job-related duties more effectively. The leave may be granted for a period of up to 12 months and may, at the discretion of the Chief, be renewed one time for up to an additional 12 months. A vacancy created by an initial education leave of twelve (12) months or less shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 30.5. A vacancy created by an initial education leave of more than twelve (12) months or any renewal of an initial education leave shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. If an employee returns from such a leave, he/she shall have the right to return to a vacancy in his/her last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below his/her last-held civil service rank where there is a vacancy and shall be considered "on layoff" from his/her last-held civil service rank, subject to recall to the next available vacancy in that rank.

(c) *Other Employment.* A leave of absence of up to six (6) months may be granted to allow an employee to serve in a position with another employer where such employment is deemed by the Employer to be in the best interests of the City and will be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 30.5. If the employee does not return to work immediately following the expiration of such leave, the vacancy created by the employee's decision to pursue other employment shall become a "permanent vacancy" meaning that any detail that had been used to fill the vacancy must terminate and the resulting vacancy may no longer be filled by a detail. If an employee returns from such a leave, he/she shall have the right to return to a vacancy in his/her last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below his/her last-held civil service rank where there

is a vacancy and shall be considered "on layoff" from his/her last-held civil service rank, subject to recall to the next available vacancy in that rank.

(d) Candidate for Public Office. A leave of absence of up to 12 months may be granted to allow an employee to become a candidate in an election for public office. A leave of absence without pay commencing thirty calendar days prior to the election is required, unless exempted by the Employer. A vacancy created by such a leave of six (6) months or less shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 30.5. A vacancy created by such a leave of more than six (6) months shall be deemed a "permanent vacancy" meaning that the vacancy may not be filled by a detail. If an employee returns from such a leave, he/she shall have the right to return to a vacancy in his/her last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below his/her last-held civil service rank where there is a vacancy and shall be considered "on layoff" from his/her last-held civil service rank, subject to recall to the next available vacancy in that rank.

(e) *Personal Convenience.* A leave of absence of up to six (6) months may be granted for the personal convenience of the requesting employee. A vacancy created by such a leave shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 30.5. If the employee does not return to work immediately following the expiration of such leave, the vacancy created by the employee's absence shall become a "permanent vacancy" meaning that any detail that had been used to fill the vacancy must terminate and the resulting vacancy may no longer be filled by a detail. If an employee returns from such a leave, he/she shall have the right to return to a vacancy in his/her last-held civil service rank. If there is no vacancy, the employee shall be entitled to a vacancy in the highest rank below his/her last-held civil service rank where there is a vacancy and shall be considered "on layoff" from his/her last-held civil service rank, subject to recall to the next available vacancy in that rank.

(f) *Additional Parenting Leave*. A leave of absence of up to twelve (12) consecutive weeks may to granted to an employee who has exhausted his/her FMLA leave resulting from the birth or adoption of a child and who requests additional parenting leave. A vacancy created by such a leave shall be deemed a "temporary vacancy" meaning that the vacancy may be filled by a detail under Section 30.5. During an additional parenting leave, an employee shall continue to accrue seniority and shall be entitled to work off-duty jobs in uniform under the same terms and conditions that apply to active employees. If both parents of the child work for the City of Minneapolis: the additional parenting leave of up to twelve (12) weeks shall be split between the parents (to the extent that both parents request the additional leave); and the Employer shall continue to pay the Employer portion of the health insurance premium, HRA/VEBA contribution and dental insurance premium for an employee who has elected such coverages while such employee is on the additional parenting leave.

(g) *Holiday Donation for Federation Business*. Employees shall be relieved from their regularly scheduled duties to engage in Federation activities in accordance with the terms of this section.

(1) Federation Personnel – Full Time. The Federation President and/or any personnel he/she/ may designate to work exclusively on Federation business on a permanent basis (the "Full-Time Personnel") will be assigned to the Human Resources Unit of the Administrative Services Division and shall continue as employees of the Department with all rights, benefits and obligations relating thereto.

(2) Federation Personnel – Temporary. Members of the Federation Board of Directors or other Federation members (the "Temporary Personnel") shall, from time to time, be relieved from performing their regularly assigned work duties to allow them to engage in Federation business.

(3) Notice of Designation to Perform Federation Business. In order to minimize the disruption to the Department which may be caused by the absence of an employee on leave to conduct Federation business, the Federation shall provide advance written notice to the Department as follows:

(A) if the employee will be working exclusively on Federation business for more than six consecutive months (the "Full-Time Personnel"), such notice shall be given as soon as practical but in no event less than sixty days prior to the commencement of the assignment to the Federation;

(B) if the employee will be working exclusively on Federation business for more than one but less than six consecutive months, such notice shall be given as soon as practical but in no event less than thirty days prior to the commencement of the assignment to the Federation;

(C) if the employee will be working on Federation business for all or part of less than thirty-one consecutive days, such notice shall be given as soon as practical but in no event less than fifteen days prior to the posting of the schedule for the scheduling period in question.

Notwithstanding the foregoing, if the employee is seeking a leave from his/her regular work duties to work on Federation business of a nature for which neither the Federation nor the employee could sufficiently plan in advance, the Federation shall give such notice as soon as is practical.

(4) The parties agree that the Department retains the right to limit an unplanned leave for Temporary Personnel to three consecutive workdays. For the purpose of the foregoing limitation, "work days" are days on which the affected employee was scheduled to work at his/her regular assignment. The Federation agrees that it will not seek a leave of absence of more than thirty-one consecutive days for Temporary Personnel to work exclusively on Federation business during the months of June, July and August. These limitations shall not apply to the Full-Time Personnel.

(5) The Federation shall have the right and responsibility to direct the activities of personnel while such personnel are engaged in Federation business pursuant to this paragraph. To preserve the right of the Federation to assign the duties of the Full-Time Personnel, the Department shall not order Full-Time Personnel to perform duties for the Police Department, except for: training required for such Full-Time Personnel to retain their POST license and/or good standing as employees of the Minneapolis Police Department; being interviewed under *Garrity* by Internal Affairs; or required participation in criminal or civil litigation relating to duties performed by the employee as a Minneapolis Police officer (collectively the "Mandatory MPD Duties").

The Department may *request* Full-Time Personnel to perform duties for the Department other than the Mandatory MPD Duties. The Full-Time Personnel may accept or decline such requested duties. If accepted, such duties shall be compensated at the "overtime" rate unless the parties enter into a prior written agreement that provides for compensation at the "straight-time" rate.

Full-Time Personnel may volunteer for overtime opportunities in the Department (such as Buyback, MOU shifts, etc.) on the same basis as other MPD personnel and shall be paid at the overtime rate for such work. Full-Time Personnel may also work off-duty jobs, subject to the terms of the MPD Policy and Procedure Manual. Notwithstanding the provisions of this subsection:

(a) Except with regard to Buyback and MOU Shifts which are always compensated at the overtime rate just as they are for all other employees, Full-Time Personnel shall not be compensated at the overtime rate for any work for the Department unless they are in paid status (time spent on any combination of Federation business, MPD duties and use of accrued time off banks, with the exception of compensatory time) for at least 80 hours during the same pay period in which the Department work is performed; and

(b) the first eight (8) consecutive hours per shift of time engaged in Mandatory MPD duties shall always be compensated at the straight

time rate and consecutive time in excess of eight (8) hours shall be compensated at the overtime rate.

(6) Donated Time Account. Once each payroll year, one (1) holiday from the total number of holidays allowed pursuant to Article 13 of this Agreement shall be debited from the account of each member of the Federation and shall be credited to a Donated Time Account. The payroll section of the Minneapolis Police Department shall maintain an up-to-date and accurate system of accounting for the accumulation and use of donated time. The payroll section shall contact the Federation office at least once per month to advise the Federation of the balance in this account. Any discrepancies in accounting will be corrected promptly. Up to four hundred (400) hours of unused donated time may be carried over to the next payroll year. Each payroll period, the Federation will contact the Payroll Clerk in the Human Resources Unit to report the hours worked during the payroll period by the full-time and temporary Federation personnel. The number of hours absent from duty and which are spent on Federation business will be debited from the donated time account. Time relating to the following shall be compensated by the City and shall not be debited from the donated time account: work performed for the Department, including the Mandatory MPD Duties by Full-Time Personnel, voluntary work performed by Full-Time Personnel and the regular assigned duties of Temporary Personnel; and use of vacation days, sick days, and compensatory time. . The parties acknowledge that the start time and/or end time entered into the payroll system may or may not reflect the start or end time of Federation Hours actually worked.

Nothing herein shall preclude the Federation from compensating members for the performance of Federation business under certain circumstances, determined in the sole discretion of the Federation, by directing the application of hours from the Federation Time Bank on more than an "hour for hour" basis provided such compensation bears a reasonable relationship to hours actually worked on Federation Business. The rate of compensation payable with regard to hours debited from the Federation Time Bank shall be the regular hourly "straight-time" rate of the individual employee for such hours as established pursuant to the terms of this Agreement.

(h) *Special Rule for Patrol Officers.* An employee in the rank of Patrol Officer who is eligible to return to work following a leave of absence granted under this Section 15.3, shall have the right to return to work as a Patrol Officer regardless of whether a vacancy exists at the time he/she is ready to return to work, except when there is no vacancy due to a reduction in the number of budgeted "full time employees" in the rank of Patrol Officer that occurred while the employee was on a leave of absence. In that event, the employee may, at the time he/she is eligible to return to work, displace an employee in the rank of Patrol Officer with lesser seniority and the employee with the least seniority may be laid off subject to the provisions of Article 11.

(i*) Consecutive Leaves of Absence Prohibited.* Unless the Parties mutually agree, an employee who is granted a leave of absence for one of the circumstances described in subparagraphs (b) through (e) of this Section 15.3 must return to work and remain in paid status for at least six (6) months before he/she may be granted another leave of absence for one of the circumstances described in subparagraphs (b) through (e) of this Section.

Section 15.4 – Budgetary Leaves of Absence.

Budgetary leaves of absence may be granted to employees when, in the Employer's sole discretion, it is necessary to reduce its operating budget. Such leaves shall be without pay, however, seniority, vacation, sick leave, and insurance benefits shall not be interrupted or lost on account of the leave. Budget leaves may not be: 1) imposed involuntarily on employees or 2) approved for any other purpose. At the expiration of a budgetary leave, the employee shall return to his/her department in a position within his/her classification.

a. *Continuous Leave.* An employee may request a leave of absence for a continuous period of not less than four weeks and not more than 12 months. Such leave shall be taken in increments of not less than one week. To be eligible for the leave, the employee must notify the Employer in writing on or before November 1 of the year prior to the calendar year in which the leave is to occur. Such written notice shall include the requested starting and ending date of the leave. Once granted by the Employer, the employee must take such leave during the period requested and may not return to work unless the Employer, in its sole discretion agrees.

b. *Intermittent Leave.* An employee who has not taken or committed to a continuous budgetary leave during any calendar year, may request an intermittent unpaid leave of absence for up to 90 days during any calendar year. Such leave may be taken intermittently in increments of not less than one day and not more than 90 days.

(1) *With Binding Commitment.* Intermittent budgetary leave *shall* be granted (subject to the business needs of the Department) if requested by the employee in writing on or before November 1st for leave to be taken in the following payroll year. The written request must specify the number of days of unpaid leave to be taken by the employee. Once the request is received by the Employer, the employee must take unpaid leave in the amount requested, unless the Employer in its sole discretion, agrees. To take the time off, the employee shall notify the Employer at least 30 days before the beginning of the 28-day scheduling period of the days he/she wants off during that scheduling period. Requests for leave made on less than 30 days notice may be granted or denied by the Employer on the same terms as a request for vacation, however, the Employer shall use its best efforts to

accommodate the requests of the Employee. If the Employee has not exhausted his/her leave or designated the days on which he/she will be off on or before September 1, the Employer may schedule the time off at its discretion, but shall attempt to do on days mutually agreeable to the employee.

(2) *Without Binding Commitment*. Intermittent budgetary leave *may* be granted if requested by the employee after the deadlines set forth in subsection (1), above. Notwithstanding such request, the employee is not obligated to take such leave. However, the Employer is also not obligated to grant the request. Requests for unpaid intermittent leave without a binding commitment shall be subordinate to requests for vacation and compensatory time off. The employee shall attempt to give the Employer as much advance notice as is reasonably practical.

c. During such budgetary leave of absence, an employee shall continue to accrue vacation, sick leave and seniority and the Employer shall continue to pay the Employer's portion of any health, dental or life insurance premiums in effect with regard to such employee immediately prior to the commencement of such leave. Similarly, the employee shall continue to pay any monthly employee portions in order to maintain benefit levels.

d. During an intermittent budgetary leave, an employee shall be entitled to work off-duty jobs in uniform under the same terms and conditions that apply to active employees.

Section 15.5 – Background Check for Employees Returning to Work After Extended Absence. Prior to reinstating to active duty status an employee who is reinstated pursuant to Section 30.7 or is returning from a leave of absence, layoff or disciplinary action that lasted six months or more, the Employer shall conduct a background check on the employee. In determining whether the employee has passed the background check, the Employer shall use the same standards as are used to determine whether to disqualify a new hire. The employee shall cooperate by providing to the background investigator(s) such information as is reasonably related to evaluating the employee's fitness for duty. The Employer shall complete the background check as soon as is possible after the employee has provided written verification that the reason for his/her absence has expired or terminated and that he/she/she is available to report for duty. Except in cases of reinstatement pursuant to Section 30.7, if the background check is not completed within 14 days after the employee has provided such written verification of availability, the Employer shall place the employee in paid status (even if the employee is not cleared to return to active duty) effective as of the 15th day after such notice is received; unless the Employer was unable to complete the background check solely because of the employee's failure to cooperate with the investigator(s). Notwithstanding the foregoing, where reinstatement occurs as a result of a grievance or other appeal of disciplinary action, the employee shall be returned to paid status as of the effective date of such award or order. Upon determining that the employee has passed the background check, the Employer shall reinstate the employee to active duty status.

ARTICLE 16
ADMINISTRATIVE LEAVE

Section 16.1 – Placement on Administrative Leave.

Subd. (a) ***Critical Incident – Involved Officers.*** Involved Officers, as defined below, shall be placed on a mandatory paid administrative leave for a minimum of three calendar days. The duration of the leave shall be as specified in 16.2.

Subd. (b) ***Critical Incident – Witness Officers.*** A Witness Officer, as defined below, may request to be placed on paid administrative leave for up to three calendar days following the Critical Incident. The decision to grant the request shall be made at the sole discretion of the Chief or his/her designee. The duration of the administrative leave for a Witness Officer shall be as specified in Section 16.2.

Subd. (c) ***Traumatic Incident***. An officer who participates in or observes an incident which may have a lasting psychological impact on an officer, as determined by his/her supervisor, may request to be placed on administrative leave. Administrative leave of up to one full work day may be granted by the employee's immediate supervisor. A leave of up to three (3) full work days may be granted by the employee's division or precinct commander.

Subd. (d) ***Pending Investigation of Allegations of Misconduct.*** The Chief or his/her designee, at his/her sole discretion, may place an employee on a paid administrative leave of absence pending the investigation of allegations against the employee which, if true, would likely result in the termination of the employee's employment.

Subd. (e) ***Work Day Defined for Leave Resulting From a Critical Incident.*** Each day of the initial period of administrative leave (up to seven days for an Involved Officer (Critical Incident); and up to three days for a Witness Officer (Critical Incident) or an officer experiencing a Traumatic Incident) shall be considered a fully paid regularly scheduled "work day." The officer's schedule may be adjusted in order to avoid, to the extent possible, the administrative leave from creating an overtime obligation for excess hours in a payroll period. If the leave is extended beyond seven days (three days for a Witness Officer or an officer experiencing a Traumatic Incident), the period of the additional paid leave shall be scheduled such that the officer receives his/her regular pay, but no overtime pay.

Section 16.2 – Duration of Leave.

Subd. (a) ***Critical Incident.*** The duration of administrative leave for an Involved Officer shall be not less than three calendar days. The leave may extend to a maximum of seven calendar days following the critical incident at the discretion of the Chief or his/her designee. The leave may be extended beyond seven days if requested by the Involved Officer and approved by the Chief or his/her designee. The duration of administrative leave for a Witness Officer shall not exceed three calendar days. The leave may be extended beyond three days if requested by the Witness Officer and approved by the Chief or his/her designee. The foregoing limitations on the maximum duration of administrative leave shall not apply when:

(1) the officer is unfit for duty as determined pursuant to Article 24; or

(2) there is sufficient reliable evidence to support a preliminary conclusion that the officer may have engaged in conduct relating to the incident which, if true, would constitute a terminable offense. In such case, following the expiration of the seven calendar days, the administrative leave shall be considered to be a leave pending investigation.

Subd. (b) ***Pending Investigation.*** The duration of the administrative leave shall be at the discretion of the Chief or his/her designee, except that the administrative leave shall not exceed thirty calendar days without the mutual agreement of the Federation. Notwithstanding the foregoing, there is no time limit on the duration of administrative leave resulting from allegations of off-duty criminal conduct not related to the employee's status as a police officer.

Section 16.3 – Off-Duty Employment and Buy Back While on Administrative Leave. An officer shall not work a uniformed off-duty job or Buy Back while on Administrative Leave under this Article. An officer may work an approved non-uniform, non law-enforcement off-duty job while on a "pending investigation" administrative leave at the sole discretion of the Chief or his/her designee.

Section 16.4 – Return to Work Following Administrative Leave.

Subd. (a) ***Critical Incidents and Traumatic Incidents.*** Upon the conclusion of the administrative leave, a precinct employee on leave from a bid assignment shall return to his/her bid assignment in his/her precinct and shift and to the normal duties relating thereto, subject to the customary supervisory discretion with regard to assignment matters. Upon the conclusion of the administrative leave, a non-precinct employee or a precinct employee on leave from a non-bid assignment shall return to his/her previous work location and work schedule.

Subd. (b) ***Pending Investigation*.** Upon the termination or expiration of administrative leave and any resulting disciplinary suspension, the officer shall return to work as follows:

(1) *No Discipline or Minor Discipline; Bid Assignment.* When no discipline is imposed or the resulting disciplinary action is not higher than Level B, a bid-assignment employee shall be returned to his/her bid assignment and to the duties relating thereto, subject to the normal supervisory discretion with regard to assignment matters..

(2) *Non-Bid Assignments or More Severe Discipline.* When the employee was in a non-bid assignment or when a bid-assignment employee receives discipline at Level C or D, the employee may be assigned to any appropriate assignment and duties commensurate with his/her rank.

Subd. (c) ***Off-Duty Employment; Buy Back***. Upon the termination or expiration of administrative leave and any resulting disciplinary suspension, the employee may return to any approved off-duty employment and may work Buy Back assignments.

Section 16.5 – Expedited Arbitration. Disputes arising from alleged violations of Sections 16.1 through 16.4 shall be subject to the Expedited Arbitration provisions of Article 5 of this Agreement at the request of the Federation notwithstanding the "mutual agreement" provisions in Article 5.

Section 16.6 – Special Provisions Regarding Critical Incidents.

Subd. (a) ***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 bodily harm.

(2) *Compelled Statement.* A statement or written description of events that is required to be given pursuant to the Minneapolis Police Department ("MPD") Policy and Procedure Manual or the lawful order of a supervisor and for which the person so obligated is subject to discipline if the statement or description is not given.

(3) *Witness officer*. An officer who witnesses a critical incident but who apparently did not engage in any conduct constituting a critical incident.

(4) *Involved officer*. An officer who appears to have engaged in conduct constituting a critical incident.

(5) *Police Report*. For the purpose of this Section, a statement in the form of a CAPRS report or a Q & A interview statement as determined by the Chief or his/her designee.

Subd. (b) ***Communications With and Among Officers Following A Critical Incident.*** Neither Witness Officers nor Involved Officers shall voluntarily talk to or be asked to voluntarily talk to anyone about the incident, except to:

(1) provide details to enable the primary responders or investigators to secure the scene;

(2) facilitate the commencement of the investigation;

(3) apprehend suspects;

(4) allow for officer or civilian safety at the scene; or

(5) consult with legal counsel.

Subd. (c) ***Initial Consultation With Legal Counsel*****.** Witness Officers and Involved Officers shall be allowed a reasonable opportunity to consult with legal counsel before being asked to give a voluntary statement to an MPD Supervisor or an investigator. Immediately after consultation with legal counsel, the legal counsel will inform the ranking investigator or designee if the officer is willing to give a voluntary statement. If the Officer requests, he/she shall be allowed to consult with legal counsel before giving a compelled statement.

The provisions of this subdivision shall not apply to the information described under subdivision (b) of this section.

Subd. (d) ***Statements and Reports*****.**

1. *Voluntary Statements to Investigators.* Voluntary statements to investigators, whether written or oral, may be made at the discretion of the Officer.

2. *Police Reports.* Regardless of whether the officer gives a voluntary statement to investigators, each Witness Officer shall complete a Police Report as soon as practical following the critical incident, unless relieved of the obligation to do so

by the ranking investigator, the Chief or his/her designee. Regardless of whether the officer gives a voluntary statement to investigators, each Involved Officer shall complete a Police Report as soon as practical, but in all instances, prior to the expiration of administrative leave, unless relieved of the obligation to do so by the ranking investigator, the Chief or his/her designee. An employee may be required to give both a CAPRS and a Q & A Statement when it is determined that a Q & A Statement is required, if feasible, the lead investigator will advise the Federation Representative before advising the employee. If a Q & A Statement is to be given before the employee is relieved from duty for his/her work shift, the Q & A Statement shall be taken within a reasonable time.

Subd. (e) ***Firearms and Equipment.*** Both Witness and Involved Officers shall make themselves available for a firearms inspection. If investigators request, an officer shall surrender his/her firearm and any other requested equipment. An officer who surrenders his/her firearm or equipment and who requests a replacement for items surrendered, shall be provided by the Department with a replacement firearm and/or equipment as soon as reasonably possible. Unless a supervisor has a reason to believe that the officer poses a threat to himself/herself or to others or unless directed by the ranking investigator, firearms should not be taken from officers at the scene of the Critical Incident.

Subd. (f) ***Psychological Debriefing.*** Witness Officers shall be encouraged and allowed to meet with the Mental Health Professional, as defined in the Critical Incident Policy (Section 7-810.01 of the MPD Policy and Procedure Manual as of 10/27/04), selected by the officer from the approved list. Involved Officers shall be required to meet with the Mental Health Professional selected by the officer from the approved list. Such meeting or meetings shall be considered on-duty time, and the City shall pay the fees of the Mental Health Professional pursuant to Article 24, Section 24.6 of the Collective Bargaining Agreement. If, after consultation, the Mental Health Professional renders an opinion that the officer is not yet fit for duty, the officer shall be placed on Injured on Duty ("IOD") Status, pursuant to Minneapolis Civil Service Rule 15.19(A). If the Mental Health Professional determines that the officer is not able to return to work in any capacity after the officer has exhausted IOD benefits, he/she may continue to be eligible for paid time off pursuant to applicable provisions of the Labor Agreement, other Civil Service Rules or State Law. Any disputes concerning the Officer's fitness for duty shall be resolved in accordance with Article 24, Section 24.8, of the Collective Bargaining Agreement.

Subd. (g) ***Continuing Consultation with Legal Counsel; Cooperation with City Attorney.*** Witness and Involved Officers are entitled to consult with their legal counsel during the pendency of the critical incident investigation, up to and including any grand jury proceedings. Such reasonable and

necessary meeting or meetings shall be considered on-duty time and the fees of the legal counsel may be eligible to be paid by the City pursuant to Minn. Stat. §466.76 and the City's legal fees policy. Officers shall be personally responsible for payment of any legal fees which exceed the hourly rate provided for in the City's legal fees policy. Both Witness and Involved Officers are required to meet with and otherwise cooperate with the Civil Division of the City Attorney's Office as requested with regard to the investigation and subsequent defense of any civil litigation that may arise from a Critical Incident.

ARTICLE 17
SICK LEAVE

Section 17.1 - Sick Leave. Permanent employees who regularly work twenty (20) or more hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness, temporary physical disability, or illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this article.

Section 17.2 - Definitions. The term *illness*, where it occurs in this article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

(a) Ocular and Dental. Necessary ocular and dental care of the employee shall be recognized as a proper cause for granting sick leave.

(b) Chemical Dependency. Alcoholism and drug addiction shall be recognized as an illness. However, sick leave pay for treatment of such illness shall be contingent upon two conditions: 1) the employee must undergo a prescribed period of hospitalization or institutionalization, and 2) the employee, during or following the above care, must participate in a planned program of treatment and rehabilitation approved by the Employer in consultation with the Employer's health care provider.

(c) Chiropractic and Podiatristic Care. Absences during which ailments were treated by chiropractors or podiatrists shall constitute sick leave.

(d) Illness or Injury in the Immediate Family. Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child, their spouse, *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142, parents, dependents other than their children and/or members of their household. The utilization of sick leave benefits under the provisions of this Paragraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in

advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Paragraph 15.2(d) (*Family and Medical Leaves*) of this Agreement.

Section 17.3 - Eligibility, Accrual and Calculation of Sick Leave. If permanent employees who regularly work more than twenty (20) hours per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of ninety-six (96) hours per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

Section 17.4 - Sick Leave *Bank* - Accrual. All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Ninety-six (96) hours of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims, including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically-prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

Section 17.5 - Interrupted Sick Leave. Permanent employees with six (6) months of continuous service who have been certified or recertified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this article. Employees returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statutes.

Section 17.6 - Sick Leave Termination. No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 17.7 - Employees on Suspension. Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 17.8 - Employees on Leave of Absence Without Pay. An employee who has been granted a leave of absence without pay, except a military or budgetary leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 17.9 - Workers' Compensation and Sick Leave. Employees shall have the option of using available sick leave accruals, vacation accruals, compensatory time accruals or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave, vacation or compensatory time is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the

employees shall receipt for such compensation payments. If sick leave, vacation or compensatory time is used, the employees' sick leave, vacation or compensatory time credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave, vacation or compensatory time will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 17.10 - Notification Required. Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

ARTICLE 18
SICK LEAVE CREDIT PAY AND SEVERANCE PAY

Section 18.1 - Sick Leave Credit Pay Plan. An employee who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave accrued but unused under the terms and conditions set forth below.

(a) Eligibility. An employee who has an accumulation of sick leave of four hundred eighty (480) hours or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect: whether he/she wants to receive cash payment for all or any portion of his/her sick leave that is accrued but is unused during the calendar year immediately following the election (the "Accrual Year"); and, if payment is to be made, the method of payment (regular or optional) as described below. The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the method of payment or the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be

considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year. If an Eligible Employee elects to receive payment, but does not specifically elect the optional method, the optional method shall NOT be used.

(c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

i. *At Least Four Hundred Eighty (480) Hours, But Less Than Seven Hundred Twenty (720) Hours*. With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least four hundred eighty (480) hours but less than seven hundred twenty (720) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused sick leave hours earned during the Accrual Year in excess of four hundred eighty (480) hours. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Seven Hundred Twenty (720) Hours, But Less Than Nine Hundred Sixty (960) Hours.* With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours but less than nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused sick leave hours earned during the Accrual Year in excess of seven hundred twenty (720) hours. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iii. *At Least Nine Hundred Sixty (960) Hours*. With regard to an Eligible Employee who, as of December 31 of the Accrual Year, has accumulated at least nine hundred sixty (960) hours of sick leave, payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form; or the number of unused sick leave hours earned during the Accrual Year in excess of nine hundred sixty (960) hours. The amount of the

payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iv. *Optional Payment Method*. Payment shall be made for the lesser of: the number of hours indicated by the employee on his/her election form or the number of unused sick leave hours earned during the Accrual Year, with regard to an Eligible Employee who:

1. has elected to receive payment under the optional method; and

2. as of December 31 of the Accrual Year, has accumulated at least seven hundred twenty (720) hours of sick leave but has not accumulated enough aggregate hours to receive payment for all of the hours he/she accrued during the Accrual Year at the rate specified in subparagraph ii. or iii., above.

The amount of the payment under the Optional Method shall be based on the percentage of the employee's regular hourly rate that would apply to *all* of the hours for which the employee is to be paid (namely, the next lower rate than that for which the employee was otherwise qualified).

(d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 18.2 Accrued Sick Leave Benefit Pay Plan. Employees who separate from positions in the qualified service and who meet the requirements set forth in this article shall be paid in the manner and amount set forth herein.

(a) Payment for accrued but unused sick leave shall be made only to employees who:

i. have separated from service; and

ii. as of the date of separation had accrued sick leave credit of no less than four hundred eighty (480) hours; and

iii. as of the date of separation had:

1. no less than twenty (20) years of qualified service as computed for pension eligibility purposes, or

2. who have reached sixty years of age, or

3. who are required to separate because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than four hundred eighty (480) hours accrued sick leave dies prior to separation, he/she/she shall be deemed to have separated because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of four hundred eighty (480) hours and a maximum of one thousand nine hundred twenty (1920) hours.

(d) Such severance pay shall be paid in a lump sum following separation from employment but not more than sixty (60) days after the date of the employee's separation.

(e) 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of separation.

(f) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the remaining payments shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 19
INSURANCE BENEFITS

Section 19.1 - Group Health Insurance.

Subd. (a) ***Enrollment and Eligibility***. Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the City's available indemnity insurance plans or one of the available Health Maintenance Organization plans and shall be provided with the coverages specified therein. Coverage under the selected plan shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. Eligible employees may waive coverage under the Employer's available indemnity insurance plans and its available HMO plans by providing written evidence satisfactory to the Employer that they are covered by health insurance or have HMO coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts of insurance and/or HMO contracts between the Employer and the providers of such coverage.

Subd. (b) ***Employer and Employee Contributions – Health Insurance.*** Contributions toward the cost of premiums for health insurance shall be governed by the Letter of Agreement, which is attached to this Collective Bargaining Agreement and hereby incorporated by reference as "Attachment "C".

Subd. (c). ***Participation in Negotiating Health Care Costs.*** The Minneapolis Board of Business Agents shall be entitled to select up to five representatives to participate with the Employer in negotiating with Health Care Benefit 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 representatives of its employees.

Section 19.2 - Group Life Insurance. Permanently certified full-time employees shall be enrolled in the Employer's group term life insurance policy and shall be provided with the coverages specified therein in the face amount of ten thousand dollars ($10,000.00). Coverages shall become effective no later than the first day of the calendar month immediately following the completion of 30 days of employment. The Employer shall pay the required premiums for the above amounts and the City shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 19.3 - Group Dental Insurance. Permanently certified full-time employees shall be enrolled, along with their eligible dependents in the City's group dental insurance policy and shall be provided with the coverage specified therein. Coverage shall become effective no later than the first day of the calendar month immediately following the completion of thirty (30) days of employment. The City shall pay the required premiums for the policy on a single/family *composite* basis.

Section 19.4 - MinneFlex. Employees who have established enrollment eligibility under the provisions of Paragraph 18.1(a), (*Enrollment and Eligibility*) of this article, shall be provided an opportunity to participate in the City's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 20
UNION COMMUNICATION

The City shall provide reasonable bulletin board space at precincts, divisions and remote locations for use by the Federation in posting notices of Federation business and activities. The Federation may communicate with its members regarding Federation business and activities via reasonable use of the City's email system. The Federation shall work with the City to minimize the disruption to the City's information technology systems that may be caused by such email communications. The parties agree that the purpose of providing the Federation with bulletin board space and access to the email system is to foster effective communication relating to union business and is not to serve as a soap box to air complaints, offer political commentary or exchange personal messages among co-workers. Therefore, such union communications shall not contain anything that is political, offensive, obscene or that otherwise violates the City's Employee Policy on Electronic Communication.

ARTICLE 21
EXAMINATION TIME

When an employee is scheduled to take a Minneapolis Civil Service promotional examination during his or her regular scheduled hours of duty, the City shall grant reasonable time off to take the examination except in emergencies as declared by the Chief of Police and the Mayor of Minneapolis. If such an emergency occurs, the City shall request the Civil Service Commission to reschedule the examination.

ARTICLE 22
RULES AND REGULATIONS

It is understood that the City, through its various Departments, has the right to establish reasonable work rules and regulations. The City agrees to enter into discussion with the Federation on additions to or changes in the existing rules and regulations prior to their implementation. The City further agrees that changes shall be effective three (3) calendar days after posting.

ARTICLE 23
PHYSICAL FITNESS PROGRAM

Section 23.1 Fitness Testing.

Subd. (a) ***Purpose***. The purpose of the fitness testing program is to improve the level of physical fitness for the Department by establishing fitness goals for all sworn personnel and a system of assistance and incentives to encourage everyone to attain these goals.

Subd. (b) ***Definitions***.

(1) Test - shall mean the entire testing protocol consisting of all of the five elements described in Paragraph (d), below.

(2) Component - shall mean any one of the five elements of the test described in Paragraph (c), below.

(3) Test Score - shall mean the cumulative numerical measure of performance on all components.

(4) Component Score - shall mean the numerical measure of performance on any component.

(5) Attempt - the act of taking the test or any component, as mandated pursuant to this agreement.

Subd. (c) ***Test Components***. The physical fitness test shall consist of the following components:

(1) Option of Bench Press or pushups to measure upper body strength;

(2) Option of Leg Press or vertical jump to measure lower body strength;

(3) Sit-ups to measure trunk muscular fitness;

(4) Option of GXT Test or 1.5 mile run to measure aerobic power; and

(5) 300 meter run to measure anaerobic power.

The employee may satisfy the aerobic power component by satisfactorily performing either a GXT Test or 1.5 mile run. The employee at his/her sole discretion may select either the GXT Test or the 1.5 mile run. If the employee selects the GXT Test, he/she/she must agree in writing that the test administrator may disclose a numerical test score to the MPD. If an employee selects to do the run, he/she still is entitled to take one GXT Test per year for his/her own personal benefit and the results of such GXT Test need not be disclosed to the MPD.

The employee may satisfy the upper body strength component by attaining the standards for either the flat weight or percentage of body weight as measured by the bench press or performing the requisite number of push-ups. The employee may satisfy the lower body strength

component by attaining the standards for either the flat weight as measured by the leg press or performing the required vertical jump. The employee must select either the bench press or push-ups and the leg press or vertical jump prior to taking the test.

Subd. (d) ***Fitness Goals***. The fitness goals have been determined and validated as appropriate job-related measures by a consultant with recognized expertise in establishing fitness standards for law enforcement officers. The fitness goals for each component of the test shall be the same as the requirements for successful completion of the academy, but shall not be more stringent than the following:

COMPONENT	GOAL
Upper Body Strength	Bench Press – 150 Pounds; or Bench Press – 82% of body weight; or Push-ups – 28
Lower Body Strength	Leg Press – 356 Pounds; or Vertical Jump – 16 inches
Sit-ups	35
300 Meter Run	69 Seconds
GXT Test (VO2)	35
1.5 Mile Run	14:43 (minutes:seconds)

Subd. (e) ***Frequency of Testing***. An employee may be required to take the test once per calendar year upon 90 days advance notice. If the employee takes the test, but does not meet each of the Goals, he/she, at the employee's option, may retest at any time the test is given by the Department during the year. However, an employee may not retest on more than two components within less than 60 days of a prior attempt. An employee who elects to retest and who has attained the Goal on at least three of the Components within 90 days of the retest shall be considered to have attained each of the Goals by retesting only those Components for which he/she did not initially meet the Goal. An employee who elects to retest and who must take the cardiovascular Component, may opt to take the GXT Test at City expense only twice per year (this limitation includes the initial Test).

Subd. (f) ***Testing Mandatory; Excused Absences***.

(1) Physical fitness testing shall be mandatory for all sworn personnel.

(2) Subject to the terms of this Paragraph, an employee may seek to be excused from testing. Justifiable reasons for not taking the Test in any given month shall include, but are not limited to, situations in which the employee is:

(A) physically or medically unable to perform;

(B) on a leave of absence (whether paid or unpaid) or pre-approved vacation; or

(C) assigned to a work detail which causes the employee to be unable to take the Test.

(3) An employee seeking to be excused from testing must notify his/her commander in writing prior to the scheduled testing session of such request and the reason for the request. The commander shall have the discretion to grant requests for reasons (B) and (C) above. The commander shall also have discretion to grant requests for short-term, minor physical conditions subject to the restrictions set forth below. If the commander determines that the employee should be excused, he/she shall notify the testing administrator in writing (with a copy to the employee). The notice shall also specify the employee's new test date. When so excused by his/her commander, the employee is not required to report for testing.

(4) If the employee's request to be excused because of a physical or medical condition is refused by his/her commander, the commander shall refer the employee to the City's health care professional who shall make the determination as to whether the employee is able to take the test.

(5) The City's health care professional may excuse the employee from testing if the professional determines that the employee is suffering from a condition which prevents the employee from performing the test safely or to the best of his/her ability. The employee shall be tested as soon as is practical after the City's health care professional has certified that the employee is able to perform the Test safely and to the best of his/her ability. When evaluating an employee's ability to take the test, the City's health care professional may simultaneously evaluate the employee to determine his/her physical fitness for duty.

Subd. (g) ***Failure to Take Test.*** Failure to take the Test, except when excused pursuant to the provisions of Subd. (f), shall be considered insubordination. The first such offense shall be considered a Category B violation under the Department's disciplinary guidelines, however, the maximum disciplinary sanction for a first violation shall be a letter of reprimand. The principles of progressive discipline shall apply to subsequent violations. In addition to any discipline imposed, a new test date shall be assigned to the employee.

Subd. (h) ***Testing Incentive***. An employee who takes the test as required or is excused from testing by the Employer shall receive the following:

(1) The Employee shall be eligible to retain his/her health club membership subject to the terms of Section 23.2, subd. (b).

(2) The employee shall be eligible for reimbursement for the cost of a single membership at the club of his/her choice pursuant to the terms of Paragraph 23.2 (h), below.

(3) These benefits shall become effective four times per calendar year on the following "Entry Dates": on the first day of the first payroll period after January 1, April 1, July 1 and October 1

Subd. (i) ***Fitness Improvement Assistance***. The Department will make a variety of resources available to employees who seek assistance in improving and maintaining their level of fitness. These resources will include written materials on exercise, diet, smoking cessation and other relevant health and wellness issues; educational programming; and personal consultations to evaluate an employee's needs and to recommend an appropriate program for improvement. The Department and Federation will continue to review other ideas to improve fitness such as a mentoring program, individual or team competitions or other assistance/motivational programs.

Subd. (j) ***Fitness Level as Factor in Performance***. An employee's performance on the Test relative to the Goals will be considered as a factor in the evaluation of the employee's overall job performance.

Subd. (k) ***Suspension of Testing.*** Notwithstanding any provisions of this Section 22.1 to the contrary; the Department, at its sole discretion, may postpone for a period of up to three months or suspend for more than three months or for an indefinite period the administration of the annual fitness test. If the Department exercises its right to postpone testing, the employees for whom testing was postponed shall be tested at the next available opportunity upon the resumption of testing. If the Department exercises its right to suspend testing, it shall notify the Federation in writing not less than one month prior to the month in which testing is to be suspended. Such suspension of testing shall remain in effect until the Department notifies the Federation in writing that testing shall be resumed. Such notice of the resumption of testing shall be given not less than 90 days prior to the resumption of testing. If testing is suspended during any portion of a calendar year, *all* employees shall be treated during such calendar as though they had taken the test. The foregoing shall apply to: employees who did not take the test; and any employees who took the test at any time during the calendar year, whether prior to the suspension of testing or after the resumption of testing, without regard to whether he/she achieved the Goal for each Component.

Section 23.2 - Health Club Memberships and GXT Test.

Subd. (a) ***Eligibility***. All police officers of the City are eligible for a single membership at the facility selected pursuant to the terms of this Agreement (the "Primary Facility") and an annual voluntary GXT Test or other preventative medical test mutually agreed upon by the parties (the "Annual Test"). The club membership dues and the cost of the Annual Test for all eligible employees shall be paid by the City. Because the Annual Test is voluntary, the results shall not be provided to the employer by the test administrator. Therefore, any follow-up medical treatment resulting from the Annual Test shall be at the discretion and the expense of the employee. Nothing herein shall limit or affect any rights or benefits under Workers' Compensation statutes, disability benefit statutes or other applicable laws.

Subd. (b) ***Club Usage***. After each calendar quarter (March 31, June 30, September 30, December 31) the Employer may cancel the club membership of an employee who does not use the Primary Facility or an Alternate Facility an average of six (6) times per month during the three-month period. The Employer shall advise the employee before the cancellation become effective. An employee may request a waiver if he/she was temporarily unable to use the facility due to illness, injury or other compelling circumstances. However, the consideration of a waiver is solely at the discretion of the Employer and is not grievable.

Subd. (c) ***Reinstatement*** After an employee's membership to the Primary Facility or to an Alternate Facility has been cancelled pursuant to Paragraph (b), above, and after a 90-day waiting period following the effective date of cancellation, he/she may request reinstatement on a form to be supplied by the Department. If an employee has previously had his/her club membership cancelled and was subsequently reinstated, to be reinstated at a future date, the employee must pay a reinstatement fee of $50.00. Reinstatement shall be effective upon the next Entry Date as referenced in Section 22.1, Subd. (h)(3).

Subd. (d) ***Membership Upgrades***. Any employee who is eligible for a single membership may upgrade his/her membership to a family membership (or other type of upgraded membership) at the employee's option. The employee shall bear the additional cost of any such upgrade.

Subd. (e) ***New Hires***. Newly hired officers shall become eligible for membership upon completion of their training.

Subd. (f) ***Retirement***. Officers who separate from service with the Police Department during a calendar year by reason of retirement shall continue to be eligible for membership for the remainder of the calendar year.

Subd. (g) ***Selection of Primary Facility***. The Primary Facility shall be one that is mutually agreeable to the City and the Federation. In order to control its costs, the City may solicit bids or proposals from potential providers of the Primary Facility upon first obtaining the Federation's approval as to the specifications of the solicitation for bids or the request for proposals, however, the selection of the successful bid/proposal shall be made jointly by the City and the Federation.

Subd. (h) ***Alternate Facilities***. An employee who takes the test or is excused from taking the test by the Employer during any calendar year shall be eligible for reimbursement for the membership dues to an alternate health club pursuant to the terms of this Paragraph. The City and Federation shall, by mutual agreement, establish and maintain a list of participating health club facilities (the "Approved List"). An eligible employee may elect to opt out of the membership to the Primary Facility and instead maintain a membership at any facility on the Approved List (the "Alternate Facility"). Such an election shall become effective on the next Entry Date after the election and continue in effect until the next Effective Date after the employee revokes such election or ceases to be eligible for the benefit. All elections and revocations may be made only once per year, must be made in writing and must be delivered to the Department not less than one month before the applicable Effective Date (or as soon thereafter as practical for employees who become eligible in June or December). An eligible employee who elects to maintain a membership at an Alternate Facility shall be entitled to reimbursement from City in an amount up to the annual cost of a single membership to his/her choice of Alternate Facility. The reimbursement shall be funded as follows: solely by the City to the extent of the amount paid by the City per employee for a single membership to the Primary Facility; and the balance, if any, from any Sick Leave Credit Pay designated by the Employee pursuant to Section 17.1.

Subd. (i) ***No Workouts During Working Hours***. No employee may work out while on duty, except as authorized by the Chief or his/her designee(s).

ARTICLE 24
DRUG AND ALCOHOL TESTING

Section 24.1 - 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 the Federation, 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.

Section 24.2 - 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.

Section 24.3 - 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**.

Section 24.4 - 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 draw 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 his/her lawful duties.

More than one Agent of the Employer shall be involved in determinations under subsections A.1. and A.2. of this Section 24.4.

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 he/she 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.

Section 24.5 - 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 24.5. 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.

Section 24.6 - 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 subdivisions.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 Federation 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 his/her 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.

Section 24.7 - 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.

Section 24.8 - 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 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 his/her 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 his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her 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 warning, 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 24.4.B.

Section 24.9 - 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.

Section 24.10 - Appeal Procedures.

A. Employees may appeal discipline imposed under this Article through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing Article which are appealed to the Minneapolis Civil Service Commission, available appeal procedures are as follows:

(1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

(2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

(3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal must be submitted in writing to the Minneapolis Civil Service Commission, Room #100 Public Service Center, 250 South 4th Street, Minneapolis, MN 55415-1339.

Section 24.11 - 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.).

Section 24.12 - Distribution. Each employee engaged in the performance of any federal grant or contract shall be given a copy of this Article.

Section 24.13 – 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 24.6.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 24)*. 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 24, 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 24.

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

_____ Date_____
Signature

_____ Date_____
Witness

ARTICLE 25
FITNESS FOR DUTY

Section 25.1 - Statement of Policy and Purpose. The Minneapolis Police Department and its employees know that the performance of law enforcement duties is inherently demanding and that such duties are sometimes performed under dangerous conditions and/or in a stressful environment. It is, therefore, important to the Department for the safety of its employees and the public to ensure that all personnel in the service of the Department are medically, psychologically and emotionally fit for duty. It shall be the policy of the Minneapolis Police Department to require fitness for duty examinations in accordance with the provisions set forth herein.

It is the purpose of this Article 25 to establish standards and procedures for identifying and diagnosing officers of the Department who may suffer from medical, psychological or emotional conditions which impair their ability to perform their job duties satisfactorily. This Article shall be administered in a manner which is consistent with the Department's desire to treat affected employees with dignity and respect under such circumstances and to provide information and assistance to them concerning their fitness for duty.

It is the goal of the City of Minneapolis to have healthy and productive employees and to facilitate successful treatment for those employees experiencing debilitating health problems. In furtherance of this goal, the Department is committed to applying this Article to promote rehabilitation, rather than discipline, while minimizing the interruption to the employee's life and career and to the employer's operations.

Section 25.2 - Circumstances Requiring Fitness For Duty Examinations. The Department may require an employee to be examined under this Article in the circumstances described below:

(a) Where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that an employee may not be medically, psychologically or emotionally fit to perform the essential functions of the position to which he or she is assigned without accommodation. Such reasonable suspicion must be based upon: the observations of at least two supervisors or co-workers who have first-hand knowledge; or upon reliable information provided to a supervisor that the employee is currently exhibiting conduct which reasonably demonstrates that the employee may be suffering from a physical or mental condition which prevents the employee from effectively performing his/her duties. The decision to require an employee to be examined will be made by a supervisor at or above the rank of Inspector for precinct personnel, or at or above Captain or Commander for non-precinct personnel, after due diligence to confirm the reliability of the information.

(b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the Department's observation or control for a period longer than six (6) calendar months.

(c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.

(d) Where an employee has been involved in a critical incident where the potential for physical or psychological trauma to the employee was significant.

(e) Where the employee contends he/she is not medically, psychologically or emotionally fit for duty.

The provisions set forth in paragraphs (b) and (c) above shall not apply to psychological evaluations. However, a Health Care Professional evaluating an employee's physical fitness for duty may recommend that an employee he/she has examined be referred for a psychological evaluation, subject to the provisions of Section 25.4 below.

Nothing under this Article 25 shall establish a basis for Drug or Alcohol Testing. Drug and Alcohol testing shall be governed solely by Article 24 of this Agreement and applicable law. However, if the Health Care Professional evaluating the employee reasonably believes the employee, due to alcohol or drug use, may pose a danger to him/herself or others, the Health Care Professional will notify the Employer of such danger and indicate the symptoms or signs the Employer should look for to minimize the danger. If the danger is considered immediate, the Health Care Professional will summon a ranking member of the MPD administration.

Section 25.3 - Procedures Prior to Exam.

Step 1 – Documentation of Referral Notice and Information to Employee

When any one of the circumstances for examination exists and the related requirements have been satisfied, as set forth in Section 25.2, the Chief or his/her designee shall provide written notice to the employee of the referral for a fitness for duty evaluation. Such notice shall specify: which of the circumstances set forth in Section 25.2 provide the basis for the referral; the name and contact information of the physician or clinic to be conducting the exam; the reason why the doctor is being asked to evaluate and the suspected impact upon the employee's ability to effectively perform his/her duties (not required if the referral is made under 25.2(b)); and the date and time of the appointment. The notice shall be given in advance of the appointment so that the employee has an opportunity to consult with the Federation and/or his/her personal advisor. At the same time as such notice is given, the Employer shall along with the notice, give the employee a copy of all information to be provided by the Department to the Health Care

Professional and a summary of all oral communication therewith, unless it is believed that the information in the report is likely to cause harm to the employee or to others, in which case the Federation will be informed of the decision.

Step 2 – Employee's Duty Status

At such time as the Department determines that an employee shall be required to submit to a fitness for duty evaluation and/or during the time any controversy concerning the employee's fitness for duty is being resolved, the Department may, in its sole discretion, reassign the employee to other duties or relieve the employee from duty. In the latter event, the employee shall be placed on paid leave of absence status which may be revoked if the employee fails to fully cooperate with the Department or its examining physicians and/or other licensed medical providers.

Section 25.4 - Psychological Evaluations; Reasonable Basis; Appeals. No psychological evaluations shall be required in the absence of a recommendation by the Department's examining physician or other licensed medical provider who has a reasonable basis for requiring the psychological evaluation. If able the Department and/or Department's examining physician shall inform the employee of such reasonable basis at the time he/she is ordered to report for the required psychological examination unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

If the employee disputes the accuracy or legitimacy of the facts upon which the Department's examining physician or other licensed medical provider has relied on concluding that a reasonable basis exists for the required psychological evaluation, the employee may file a grievance contesting the requirement that he/she submit to the examination. In such event, the employee shall not be required to report for the psychological evaluation until the grievance has been resolved under the expedited arbitration procedures of the Collective Bargaining Agreement. The arbitrator's authority shall be limited to making findings of fact with regard to the disputed facts underlying the reasonable basis. The arbitrator does not have the authority to overturn the medical opinion of the examining physician or other licensed medical provider. The Department may relieve the employee from duty without pay or reassign the employee to other duties during the pendency of the grievance resolution proceedings but shall not discipline or discharge the employee for refusing to submit to the psychological evaluation unless the employee refuses to undergo psychological evaluation after an arbitrator has determined, or the Department and the Federation agree, as to the accuracy or legitimacy of the underlying factual basis for the referral. If an employee is relieved without pay, he/she may use available benefits in order to continue in paid status. If an employee is relieved without pay and it is subsequently determined that the Department lacked a reasonable basis to require a psychological evaluation, the Department shall make the employee whole by paying the employee for lost work days and/or restoring his/her benefit banks.

Section 25.5 - Examining Physicians; Costs. The physicians and/or other licensed medical providers relied upon by the Department in the administration of this Article shall be selected

and contracted by the Department. To minimize the delay in evaluating the employee, the Department shall have more than one physician and/or licensed medical personnel to conduct fitness for duty evaluations. The Department shall bear all costs associated with fitness for duty examinations required under this Article and all time required by such examinations shall be regarded as "work time" under the Fair Labor Standards Act and the provisions of this Collective Bargaining Agreement.

Section 25.6 - Medical Records; Private. All medical data and records relied upon by the Department in the administration of this Article shall be classified as private data on individuals as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et. seq. All reports, correspondence, memoranda or other records which contain medical data on an employee shall be made available only to the Chief of the Department, those who have the authority and responsibility to represent the interests of the Department in claims involving the Department in any forum or otherwise and others who may specifically be authorized by the employee to receive such data. The Department shall request an opinion from the Office of the City Attorney in instances where questions arise over the proper distribution or handling of medical data relied upon by the Department in the administration of this Article or in connection with the Department's response to any finding that an employee is not fit for duty.

Section 25.7 - Adverse Findings; Appeals. Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes the following:

(a) A statement as to whether the employee, is medically and/or psychologically able to perform the essential functions of the job; and

(b) A statement of what, if any, work restrictions the employee has.

(c) A prognosis for recovery.

A copy of the examining physician's written report shall be provided to the Chief of the Department, those who have authority and responsibility to represent the interests of the Department in claims involving the Department in any forum or otherwise, and others who may specifically be authorized by the employee to receive such data.

In addition to the report provided to the Chief of the Department, the employee may also at the discretion of the examining physician, be provided with additional information including:

(a) A specific diagnosis of the medical condition and the reasons why such problem renders the employee unfit for duty;

(b) A statement of any accommodation that would enable the employee to perform the essential functions of his/her job; a specific treatment plan, if any; and

(c) A prognosis for recovery and a specific schedule concerning re-examination;

unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

In the event the employee disagrees with the determination of the examining physician or other licensed medical provider that he/she is not medically, psychologically, or emotionally fit for duty, the employee may submit medical information from a physician or other licensed medical provider of his/her own choosing. The employee shall be responsible for all costs associated with the second opinion unless such costs are covered by the employee's medical insurance. Where the employee's physician and the Department's physician have issued conflicting opinions concerning the employee's fitness for duty, the Department shall encourage the two physicians to confer with one another in an effort to resolve their conflicting medical opinions. If they are unable to do so within fifteen (15) calendar days after the date of the second opinion, the dispute concerning the employee's fitness for duty may be submitted by either party to a neutral examining physician or other licensed medical provider (the "Neutral Examiner") who has expertise regarding the medical, psychological or emotional disorder involved and who is knowledgeable of the environment in which law enforcement duties are performed. The decision of the Neutral Examiner shall be final and binding on the parties. If the Neutral Examiner determines it necessary, the employee shall submit to an evaluation by the Neutral Examiner. If the Neutral Examiner determines that the employee is not fit for duty, he/she shall issue a written report which includes the information specified above. Notwithstanding the Provisions of 25.6, the cost of the Neutral Examiner, to the extent not covered by insurance, shall be split equally between the City and the Federation. The dispute resolution procedures outlined herein shall not apply to Workers' Compensation cases. The Federation and the Department shall establish a list of not less than three qualified Neutral Examiners. In the event the services of a Neutral Examiner are required, the employee shall select the Neutral examiner from the established list.

Section 25.8 – Layoff for Medical Reasons. When an employee who has been found to be not medically or psychologically fit for duty has exhausted his/her eligibility for Family Medical Leave, sick leave, vacation, and compensatory time banks, the employee may be laid off for medical reasons until he/she is again capable of resuming the duties. The employee's recall from layoff shall be governed by Section 11.3; however, the Department may require a satisfactory medical report from the City's health services provider(s) before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay (Medical Leave of Absence) may be more appropriate.

ARTICLE 26
LEGAL COUNSEL

Section 26.1 - Legal Counsel. The City shall provide legal counsel to defend any employee against any action or claim for damages, including punitive damages, subject to limitations set forth in *Minnesota Statutes* §466.07, based on allegations relating to any arrest or other act or omission by the employee provided: the employee was acting in the performance of the duties of

his or her position; and was not guilty of malfeasance in office, willful neglect of duty or bad faith.

The City may undertake its obligation to its employee by assigning the matter to the City Attorney or by employing outside counsel at its discretion. However, where there is a conflict of interest between the City and its employee, the City Attorney may represent or assign outside counsel based upon the provisions of this article. The decision on whether a conflict exists shall be decided in the first instance by the City Attorney. The City shall pay the costs and expenses associated with such separate and independent counsel in instances where the limitations set forth in *Minnesota Statutes* §466.07 do not apply.

Where the City determines that its position is in conflict with that of its employee, the City shall notify the employee of the conflict and advise the employee that he or she is entitled to select independent counsel pursuant to the procedures set forth in this article.

Where the employee believes that his or her position in the litigation is in conflict with that of the City, the employee may request that he or she be represented by independent counsel. The employee shall make such request in writing and such request shall specify the facts upon which the employee relies in asserting the conflict. The City shall have five (5) business days from the date it receives such request to grant or deny the request and notify the employee in writing of its decision. If denied, the City shall state in such notice the factual and/or legal basis upon which the request is denied. If the request is not denied within the five (5) business day period, it shall be deemed granted.

If the City timely denies the request for independent counsel, the employee may appeal the decision within five (5) business days of the date on which he or she receives the City's decision by giving written notice of appeal to the City. The appeal shall be heard by a neutral third person who possesses the knowledge and experience necessary to determine whether a conflict of interest exists and who has been mutually selected by the City and the Federation. The Parties may present evidence and testimony before the decision maker. The hearing and review of the decision shall be governed by the Uniform Arbitration Act, *Minnesota Statutes* §572.01, et seq.

An employee entitled to independent counsel under this article may select counsel from among the attorneys on the list approved by the City and the Federation. The Federation shall propose attorneys for the list subject to approval by the City based on the City's fee schedule. Such approval shall not unreasonably be withheld. Notwithstanding approval by the City, no firm shall be entitled to be placed on the list until it has agreed to undertake representation in such matters at the standard hourly rate negotiated by and among the Federation, the City, and all approved firms. The list of approved attorneys shall contain not less than three firms.

Section 26.2 - Assignment of Judgment for Costs. Each defendant represented by City-paid counsel shall assign to the City any judgment for costs or disbursements awarded in favor of such defendant.

Section 26.3 - Liability Insurance. The City may, at its option, maintain a standard policy of liability insurance covering employees against the actions and claims referenced in Section 25.1 above. The City shall pay all premiums for such coverage.

ARTICLE 27
NEW OFFICER ORIENTATION

The President of the Federation, or his/her designee, shall be granted one (1) hour of regularly scheduled new Officer orientation class time for the purpose of explaining the rights and obligations of employees under the *Public Employment Labor Relations Act of 1971*, as amended.

ARTICLE 28
WORK ASSIGNMENTS

If an employee's permanent work assignment is changed from one precinct or division to another, the employee shall be sent specific written notice of the reason for the transfer at least ten (10) calendar days before it becomes effective. A work assignment is "permanent" if it continues for more than thirty (30) consecutive calendar days. The Change in Shift compensation provisions of Section 9.7 shall not apply in the event of a permanent transfer even though an employee's work schedule in the new assignment may differ from his/her posted schedule in the prior assignment. However, if the Department fails to give the required advance notice of the transfer, all hours worked during the period commencing with the first day of work after the effective date of the transfer and ending with the 10th day following the date on which the notice was given, shall be considered Overtime and, therefore, subject to the provisions of Section 10.2 of this Agreement.

ARTICLE 29
NON-DISCRIMINATION AND HARASSMENT PREVENTION

In the application of this Agreement's terms and provisions, no bargaining unit employee shall be discriminated against in an unlawful manner as defined by applicable City, State and/or Federal law or because of an employee's political affiliation or membership in the Federation.

The Employer and the Union reaffirm the Employer's obligation to maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Union shall continue to develop and refine policies that prohibit harassment and abuse in the workplace by any employee, manager or supervisor. The Employer agrees to investigate all allegations of violations to that policy. Upon finding that a violation of the policy has occurred, the Employer shall take appropriate remedial and/or corrective action and where appropriate, encourage the resolution of any resulting dispute through an established *alternative dispute resolution* (ADR) system.

ARTICLE 30
INCORPORATION OF CIVIL SERVICE RULES

Section 30.1 – Probationary Period. Police Officers shall serve a twelve month probationary period upon initial hire. Completion of probation requires twelve (12) full months of actual work.

Section 30.2 – 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.

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 Sergeant. Not supervisor as defined by Minnesota Statute 179A.03, subd. 17. For example, a Patrol Officer shall not assign cases, direct or evaluate the work of another Patrol Officer, authorize arrests or coordinate or direct the execution of search warrants or wire taps.

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.

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.

Section 30.3 – Working Out of Class.

a. *General Rule*. Generally, an employee is considered as working within the correct class if at least sixty percent of his/her assigned duties are those commonly attributed to that class. If it is found that for a period of five consecutive scheduled work days or more an employee spends more than forty percent of the time performing assigned duties and responsibilities that are normally those of a different class than that to which the employee was certified or is assigned the responsibility for performing at least forty percent of the duties of such different class regardless of the percentage of the time spent relative to his/her regular duties; the employee shall be treated as if he/she had been detailed to the correct classification for the duration of the assignment of such duties or, alternatively in the Department's sole discretion, the duties assigned to that employee shall be reassigned to an employee in the correct classification. In

either event, the employee who was working out of class shall receive compensation for the duration of the assignment of the out of class work as if the employee had been properly detailed to the position in accordance with Section 30.5. In all cases the period of compensation shall run from the first work day on which he/she assumed the out of class duties to the day on which such out of class duties were reassigned.

b. *Exceptions.* No out of class compensation shall be payable to an employee who performs out of class work due to a career enrichment or limited duty assignment provided the scope and duration of such assignment is approved by the Department and the Federation prior to the assumption of the duties by the employee.

c. *Watch Commander*. The employer may assign watch commander duties to a sergeant who has received watch commander training. When a sergeant is assigned watch commander duties, he/she shall receive a pay differential equal to the difference between the hourly rate of a first step lieutenant and the hourly rate of a top step sergeant for time worked as a watch commander.

d. *Dispute Resolution.* Effective upon ratification of this agreement by both parties, a Committee shall be formed to review the type and amount of work associated with a specific assignment to promoted sworn personnel in the police department to determine: whether the work is more appropriately performed by an employee of a different rank; and/or whether the work is excessive compared to most other employees of the same rank.

i. *Committee Structure.* The Committee shall consist of five members. Two members will be selected by the Police Chief and two selected by the Federation. The fifth member will the HR Generalist assigned to the Police Department. Membership may change from case to case; however, the parties are encouraged to balance continuity and experience against knowledge of specific circumstances. The Committee may invite additional people with knowledge of a situation to attend meetings to assist the Committee. However, such additional people will not be members nor participate in decision making or reaching consensus.

ii. *Committee Tasks.* The Committee will establish and publish the criteria by which it will evaluate the issues within the scope of its authority. The Committee will then use these criteria to evaluate matters brought before it on a case by case basis. Upon reviewing a case, the Committee shall make a written recommendation as to its findings and an appropriate remedy, if any. The Committee shall attempt to reach a decision by consensus. If consensus is not possible, a written recommendation shall still be prepared including statements of the differing opinions. The written report shall be prepared by the HR Generalist, subject to review and

comment by the Committee members. The Committee does not have the authority to implement or require implementation of its recommendation(s). The Committee shall complete its work within thirty (30) days of the initial referral of the matter to the Committee.

iii. *Final Authority of Chief.* The Chief of Police shall have the final authority on issues raised by the group, subject to right of the Federation to assert a grievance under the Collective Bargaining Agreement. The Chief shall act upon the recommendation of the Committee and advise the Committee of his/her decision within thirty (30) days of receipt of the Committee's recommendation.

iv. *Grievances.* A grievance arising from a dispute regarding matters within the scope of authority of the Committee may not be filed until after the Committee has first considered the issue or after the deadline for the Committee to complete its work has passed. If an issue is not resolved after the Committee has made its recommendation and a grievance is filed by the Federation, both parties shall retain all rights or positions they would have had in the grievance notwithstanding the existence of the Committee. However, the recommendations of the Committee may be offered as evidence in an arbitration hearing.

Section 30.4 – 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 sergeant, 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

applications shall be subject to Expedited Arbitration as defined in Section 5.6, notwithstanding the "mutual agreement" provisions.

b. *Disqualification.* The Human Resources Department may refuse to examine, refuse to certify, or remove from a list of eligible candidates an individual in accordance with the provisions of Civil Service Rules 6.12 and 7.04

c. *Ties.* Whenever two or more candidates have the same score on the overall examination, the Human Resources Department may break the tie in accordance with the provisions of Civil Service Rule 6.13.

d. *Eligibility Lists.* The Human Resources Department may determine the expiration date of a list of eligible candidates for the classes of sergeant, lieutenant and captain. The expiration date for the list of eligible candidates shall be provided on the job posting for these classes.

e. *Ranking of Eligible Candidates*. Eligible candidates for the classifications of sergeant, lieutenant and captain shall be ranked from highest to lowest based upon their composite examination score.

f. *Certification; Rule of 3.* Upon receiving a requisition to fill a vacancy, the Human Resources Department will certify and send to the Department the names of the three top-ranking eligible candidates for a single vacancy and one additional person by rank order for each additional vacancy. Certification shall be made first from a layoff list generated from abolishment of a position, then from a medical layoff list and then from the examination list.

g. *Probation.* Employees promoted to a different job class must serve a probationary period of six months of actual work in the promoted class. Completion of probation requires working six full months under the direct control and supervision of an MPD supervisor. However, temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary period. When an employee is promoted to the rank of Sergeant, the employee shall complete a three (3) month orientation program before the probationary period begins. The purpose of the orientation program is to provide the employee with an introduction to duties he/she may be assigned to perform in the rank of Sergeant but may not have experienced while a patrol officer. As a component of the orientation program, the employee shall serve at least one month in an assignment where the primary duties are investigations and at least one month in an assignment where the primary duties are supervising patrol officers.

Because the promotion or change to a different job class requires employees to demonstrate different job skills or assume additional responsibilities, their job performance in the new classification is to be evaluated by the Department as if they were new employees. Employees who demonstrate inappropriate conduct or are

substandard in the performance of their new responsibilities are subject to removal and reassignment to the classification in which they served before promotion. Such action taken prior to the completion of probation is not grievable.

However, employees who exhibit misconduct or who are substandard in the performance of their responsibilities for reasons which would also affect their performance in the prior job may be subject to disciplinary action up to discharge. Permanent employees may grieve such actions.

Section 30.5 – Temporary Assignments (Details). The Department may assign (detail) an employee on a temporary basis for up to six (6) months, or such other period as may be expressly established by the terms of this Agreement, if: the vacancy is pending classification or appointment from a list of qualified candidates; or the vacancy is of a temporary nature. The detail shall terminate once the condition upon which the detail was based no longer exists. If a detail used to fill a temporary vacancy terminates by reason of the vacancy being deemed "permanent" and there is no current list of qualified candidates to fill vacancies in the rank, a new detail of not more than six (6) months may be initiated, provided: the Employer shall proceed as soon as possible to establish a list of qualified candidates; the detail shall terminate not less than thirty (30) days after the establishment of a list of qualified candidates is established; and the period of the combined details does not exceed twelve (12) months. In no event shall a detail be used to fill a vacancy for more than twelve (12) months.

The department retains the sole discretion to determine which employee to select. So long as the selection was based upon an articulable business reason, the selection is not grievable. It is the department's responsibility to inform the person approved for temporary assignment that the assignment does not confer any permanent change in status. The salary of an employee who is detailed to work in a higher classification shall be set at the salary step of the schedule for the new job classification that is the closest to representing a pay increase of 5% over the salary last received by such employee in the lower classification. If the employee would have been entitled to a step increase in the lower classification within 120 days of the date on which he/she accepts the detail, such step increase shall be considered before applying the 5% provision of the preceding sentence. If the detailed employee becomes eligible for a step increase in his/her permanently certified position while serving the detail, the detail wage shall be recalculated using the "5% rule" above. A detailed employee is not eligible for step progression other than outlined in the previous sentence. Upon the conclusion of the detail, the employee shall be returned to the pay step on which he/she would have been had the detail not occurred. Disputes arising from alleged violations of this Section 30.5 shall be subject to the Expedited Arbitration provisions of Article 5 of this Agreement at the request of the Federation notwithstanding the "mutual agreement" provisions in Article 5.

In a situation where a detail is not formally made but an employee is assigned to perform all or substantially all of the duties of an absent higher ranking officer for two or more calendar weeks, the employee will be deemed to have been detailed to the rank of the absent officer. Under such circumstance, the detail shall be retroactive to the first day of the assignment.

Section 30.6 – . Transfers between the Minneapolis Police Department and the Minneapolis Park

Police Department ("Park Police") are not permitted. Sworn personnel employed by the Park Police may be considered for hire to the classification of Patrol Officer without placement on an eligible list and in accordance with the terms set forth herein. Before a Park Police Officer may be hired, he/she shall pass a physical exam, psychological exam and background check administered by the City or its agents in a method approved by the Chief. The MPD may, at its sole discretion, determine what training is necessary before a newly hired employee from the Park Police may assume full duties as a sworn MPD Patrol Officer. Notwithstanding any provisions of Section 7.8 to the contrary, if a Park Police officer is hired as a Minneapolis Patrol Officer, time served in the Park Police shall be included as City seniority for the purpose of determining the employee's vacation accrual rate and placement on the salary schedule. If the Park Police had included prior service credit for time served in the MPD in determining the employee's compensation and vacation accrual rate as a Park Police employee, such prior time served at the MPD shall also be included upon rehire by MPD as "time served in the Park Police" under the preceding sentence. Neither time served in the Park Police nor time served in the MPD prior to service in the Park Police will count toward: fulfilling in-service time requirements for competing in promotional examinations; computing seniority in promotional examinations; determining the order or eligibility for bids for assignments and vacations, determining the order of layoffs; or determining other priorities among employees. All Park Police Officers hired by MPD are "newly hired employees" as defined under Section 9.1 (h) of this Agreement and subject to all provisions applicable thereto except with regard to placement on the wage and vacation schedules as specified in this Section.

Section 30.7 – Reinstatement of Employees Who Resigned from the Classified Service. Former sworn employees may be reinstated to the top of an open list of eligible candidates for the class they last held providing the conditions listed below are met. If no vacancies exist in the class they last held, reinstatement may also be to the open list of a lower classification held by them. The conditions for reinstatement are:

A. They successfully completed a probationary period in that class;

B. They resigned in good standing and not in lieu of discharge;

C. They requested reinstatement within two years of the resignation;

D. They completed a satisfactory medical, psychological, and physical fitness examination if the Department or the Human Resources Department determines that such an exam is necessary; and,

E. They are approved for reinstatement by the Department.

A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave, and other Civil Service rights and benefits the same as any other new employee. Service prior to resignation will be included for the purpose of determining the employee's vacation accrual and salary, but will not be considered for purposes such as: fulfilling in-service time requirements for competing in promotional examinations; computing seniority in promotional examinations; determining order of layoffs; determining the order of bids for assignments and vacations; or determining other priorities among employees.

Following reinstatement, an employee will, upon request, have his/her prior service counted for the purpose of reaching the minimum years of service requirement to be eligible for the Accrued Sick Leave Retirement Plan. However, such years of prior service will only be counted after such employee has accumulated sufficient sick leave credits following reinstatement or re-employment to meet the minimum sick leave accrual requirements. Prior years of service shall not be applied to an employee reinstated or re-employed for the second or subsequent time.

ARTICLE 31
SAVINGS CLAUSE

Any provisions of this Agreement held to be contrary to law by a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided by law, shall be void. All other provisions shall continue in full force and effect.

ARTICLE 32
DURATION AND EFFECTIVE DATE

Section 32.1 This Agreement shall be effective as of the first day of January, 2012 and shall remain in full force and effect to and including December 31, 2014 subject to the right on the part of the City or the Federation to open this Agreement by written notice to the other Party not later than June 30, 2014. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

Section 32.2 In the event such written notice is given and a new Agreement is not signed by the expiration date of the old Agreement, then this Agreement shall continue in force until a new Agreement is signed. It is mutually agreed that the first meeting will be held no later than twenty (20) calendar days after the City or Federation receives such notification.

Section 32.3 Employees who retire after the expiration of this Agreement but before the execution of a successor agreement, shall be entitled to compensation for hours worked after the expiration of the Agreement at the rate of pay established pursuant to the successor agreement.

[SIGNATURE PAGE TO FOLLOW]

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:

_____

Timothy O. Giles Date
Director, Employee Services

APPROVED AS TO FORM:

_____

Assistant City Attorney Date
For City Attorney

CITY OF MINNEAPOLIS:

_____

Paul Aasen Date
City Coordinator

COUNTERSIGNED:

_____

Finance Officer Date

FOR THE FEDERATION:

_____

John Delmonico Date
President

_____

James P. Michels Date
Federation Attorney

ATTACHMENT "A"

CITY OF MINNEAPOLIS

AND

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Medical Screening for Air Purifying Respirators

RECITALS

The City of Minneapolis (hereinafter "Employer") and The Police Officers' Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (the "CBA") that is currently in force.

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.

AGREEMENT

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

The Employer may require all employees in the rank of patrol officer, sergeant, lieutenant and captain to complete the Respirator Certification Questionnaire (the "Questionnaire") 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, the employee will place the Questionnaire in a sealed envelope and return the envelope to his/her 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 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 his/her 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 his/her duties as a police officer, the City Doctor shall refer the employee to his/her 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 his/her personal physician that he/she is 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 so he/she is 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 his/her personal physician. In such circumstances, the employee must be evaluated by his/her person physician

before he/she 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 he/she was not scheduled to work such days or had previously taken such days off. The employee may not return to work until he/she has obtained and submitted to MPD Human Resources written verification from his/her personal physician that he/she is 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, he she may use accrued vacation, sick leave or compensatory time. If the employee's condition requires treatment and results in restrictions on his/her 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 his/her commander determines that there is limited duty work for the employee to do.

The CBA shall remain in full force and effect. Further, Article 24 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 25.2 of the CBA.

Where the City Doctor refers the employee to his/her 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 25.2 of the CBA.

The dispute resolution provisions of Section 25.8 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 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 or his/her designee that an employee: is not eligible to wear an APR; has been referred to be evaluated by his/her personal physician within 21 days; or has been referred to be evaluated by his/her 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:**

_____	_____
Janeé Harteau Date	John Delmonico Date
Chief of Police	President, Police Federation
_____	_____
Timothy O. Giles Date	James P. Michels Date
Director, Employee Services	Attorney for Police Federation

ATTACHMENT "B"

THE CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

MEMORANDUM OF UNDERSTANDING
CONTRACT RELATED MATTERS
"TO DO"

This Memorandum of Understanding is made and entered into this ___ day of _____, 2012, by and between the City of Minneapolis (the "Employer") and the Police Officer's Federation of Minneapolis (the "Federation) to be included as part of the collective bargaining agreement between the Employer and the Federation for the period from January 1, 2012 to December 31, 2014. (the "Labor Agreement").

During the negotiations of the Labor Agreement, the parties agreed that they would undertake the following tasks and/or continue to meet and confer on the following issues in a timely manner. The parties further agree that, unless the parties enter into a written agreement signed by both of them which modifies or clarifies the Labor Agreement, the parties shall continue to be bound by the expressed terms and conditions of the Labor Agreement with regard to such issues.

The tasks to be undertaken and the issues about which the parties shall continue to meet and confer are:

Employees Placed on Limited Duty Pending Investigation

The Employer and Federation will meet to discuss the duration of administrative leave and assignment to limited duty status with regard to employees who are under investigation for misconduct.

Reorganization and Restatement of Labor Agreement

The Employer and Federation will meet to discuss the reorganization of the provisions of the Labor Agreement to make the document easier to understand and administer.

FOR THE CITY: **FOR THE FEDERATION:**

Timothy O. Giles Date Director, Employee Services	John Delmonico Date President, POFM
Janee Harteau Date Chief of Police	James P. Michels Date Attorney for POFM

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS (POLICE UNIT)

LETTER OF AGREEMENT

Amending Health Care Letter of Agreement

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the (Bargaining Unit) (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force (the "CBA"); and

WHEREAS, the Parties previously entered into a Letter of Agreement for the purpose of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the "2012-2013 Health LOA"); and

WHEREAS, the Parties have agreed to amend the 2012-2013 Health LOA to ease the administrative burden of integrating newly hired employees into the health plan maintained by the Employer.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 4 of the 2012-2013 Health LOA is hereby amended by adding a new subparagraph e to read as follows:

    1. The following shall apply to employees who become newly eligible for health insurance coverage on or after July 1, 2012:

        i. *Employees who become newly eligible for health insurance coverage during the period from July 1, 2012 through December 31, 2012.* Upon becoming eligible for health insurance coverage, newly enrolled employees shall, for 2012 and 2013, pay the same employee contribution toward monthly premium as is payable by employees who complete the wellness program requirements (the "Completer Rates").

        ii. *Employees who become newly eligible for health insurance coverage after December 31, 2012.* After 2012, new employees shall be treated in the following manner:

            - Newly enrolled employees who are benefit eligible on or before July 1st of a calendar year will pay the Completer Rates for the remainder of the calendar year in which they are hired. If the employee completes the wellness program requirements by August 31st of the year of hire, he/she will continue to pay the Completer Rates for the duration of the subsequent calendar year. If the employee does not complete the wellness program requirements by August 31st of the year of hire, he/she will pay the "non-completer" rates during the subsequent year;

            - Newly enrolled employees who are benefit eligible after July 1st, of a calendar year will pay the lower "completer" rates for the remainder of the calendar year in which they are hired and for the duration of the subsequent calendar year.

2. The 2012-2013 Health LOA and the CBA remain in full force and effect, except as expressly modified by this Agreement.

THE PARTIES have caused this Amendment to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

John Delmonico Date
President, MPOF

THE CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (Bargaining Unit) (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 Collective Bargaining Agreement as it relates to the funding of Health Care beginning in 2012 and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2012 through December 31, 2013:

3. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

4. Effective January 1, 2012, the monthly premium for family medical coverage will equal 3.2 times the premium for single medical coverage. Effective January 1, 2013, the monthly premium for family medical coverage will equal 2.8 times the premium for single medical coverage.

5. Effective January 1, 2012, Medica will establish a dual medical premium system that will provide wellness program incentives. The monthly medical premiums for subscribers who complete the required wellness program by August 31 of the preceding year (the "completer premiums") will be lower than the premiums for subscribers who do not complete the required wellness program (the "non-completer premiums"). The required wellness program will consist of the following components of the My Health Rewards by Medica [SM] program: health assessment, eight health topics and goals and the completion of two phone calls with a Medica health coach, if the employee received an invitation to health coaching.

6. Monthly employee medical contributions for 2012 and 2013 will be determined as follows:

    a. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Elect or the Medica Essential network, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to one-half of the overall medical premium increase percentage.

    b. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Choice network effective, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to the overall medical premium increase percentage.

c. For employees who do not complete the required wellness program by August 31 of the preceding calendar year, monthly medical plan contributions will equal the difference between the non-completer premiums, as determined by Medica, and the City's contributions towards the premiums for employees who complete the required wellness program. However, such difference in the employee portion of the premium payable by non-completers relative to completers shall not exceed $30 per month for single coverage or $100 per month for family coverage.

d. Upon becoming eligible for health insurance coverage, newly enrolled employees shall initially pay the same employee contribution toward monthly premium as is payable by employees who do not complete the wellness program requirements. If the newly enrolled employee completes the wellness program requirements within 60 days of becoming eligible for health insurance coverage, the employee's portion of the monthly premium will be reduced to the employee contribution amount payable by employees who complete the wellness program requirements. Such reduction shall be effective the first of the month following the 60-day deadline and shall remain in effect for the plan year in which the employee was enrolled and for the following plan year. Thereafter the employee must satisfy the wellness program requirements applicable with regard to subsequent plan years. If the newly enrolled employee does not complete the wellness program requirements within 60 calendar days of the commencement of his/her coverage, the employee's portion of the monthly premium will continue at the "non-completer" amount and shall remain at that level for the remainder of the year in which he/she was enrolled and until the beginning of a subsequent plan year for which the employee did satisfy the wellness program requirements applicable to such subsequent plan year.

7. The City will continue the Health Reimbursement Arrangement ("the Plan") 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 Plan is funded.

8. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

9. 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 Plan. 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 not less than annually to review the assets and investment options for the Trust.

10. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

11. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement is no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

12. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her 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.

13. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

14. This agreement does not provide the unions with veto power over the City's decisions.

15. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

16. 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 CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

John Delmonico Date
President
Police Officers Federation of Mpls

ATTACHMENT "D"

THE CITY OF MINNEAPOLIS

and

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

INTERPRETATION OF SECTION 7.5 OF THE LABOR AGREEMENT (SHIFT DIFFERENTIAL)

RECITALS

A. The City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in effect.

B. Section 7.5 of the Labor Agreement provides for the payment of a shift differential payable to employees who "work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m." Section 7.5 further provides that the shift differential shall be paid "for all hours worked on such shifts."

C. A dispute arose as to whether officers who do not normally work a shift qualifying for the differential do work a scheduled shift for which a majority of the hours fall between 6:00 p.m. and 6:00 a.m. This situation occasionally occurs when a day watch officer volunteers to work a night watch shift to cover shift minimums due to the absence (by sick leave or comp time usages) of a member of the night watch.

D. After discussing the issue during a Labor Management Committee meeting, the parties mutually agreed to resolve issues regarding the interpretation of Section 7.5 on the following terms without further cost to either party.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. The intent of Section 7.5 of the Labor Agreement is that the eligibility to receive the shift differential is determined by the status of the shift rather than the employee; except with regard to an employee who is assigned to a qualifying nighttime Bid Assignment, as defined by Section 9.1(c) of the Labor Agreement, and who is involuntarily assigned to work daytime hours.

2. Consistent with the intent expressed in Paragraph 1, above, the shift differential should be paid when an employee works "a scheduled shift" that qualifies for the differential regardless of whether the

"scheduled shift" is that employee's regular shift and regardless of whether the employee volunteered to work such "scheduled shift."

3. Buy back hours worked pursuant to Section 10.6(c) of the Labor Agreement are not a "scheduled shift" and, therefore, do not qualify for shift differential regardless of the time of day the buy back is worked and regardless of whether the buy back is worked by an employee who is assigned to a nighttime Bid Assignment.

4. The shift differential is not payable when an employee officer who is assigned to a nighttime Bid Assignment voluntarily agrees to work a "scheduled shift" for which a majority of the hours *do not* fall between 6:00 p.m. and 6:00 a.m.

5. The Employer will conduct an audit of payroll records for the period from June 1, 2008, through the implementation date of this Agreement for the purpose of identifying hours worked that should have qualified for the payment of shift differential as determined under the Labor Agreement, and the interpretation thereof as set forth herein, but for which the shift differential was not paid to the employee who worked such hours. Following the conclusion of the audit, the Employer will present the audit findings to the Federation not less than two weeks prior to the proposed date for implementing any back pay to allow the Federation an opportunity to raise questions or concerns regarding the audit. The audit shall be deemed final following the conclusion of the comment period. Back pay shall be paid to affected employees pursuant to the final audit as soon as is practical.

6. The Federation waives any grievances that may have arisen prior to the date hereof on the facts and issues addressed herein.

7. The Labor Agreement remains in full force and effect.

FOR THE CITY OF MINNEAPOLIS:

_____/S/_____
Janee Harteau Date
Chief of Police

_____/S/_____
Timothy Giles Date
Director, Employee Services

FOR THE FEDERATION:

_____/S/_____
John C. Delmonico Date
President, Police Federation

_____/S/_____
Jim Michels Date
Attorney for POFM

ATTACHMENT "E"

THE CITY OF MINNEAPOLIS

and

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING

REGARDING

STANDBY STATUS FOR SPECIALIZED INVESTIGATORS

RECITALS

A. WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Police Officers Federation of Minneapolis (hereinafter "Federation") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in force, and

B. WHEREAS, even though the Minneapolis Police Department (the "Department") staffs the Homicide Unit 24 hours per day, seven days per week, there is frequently the need for additional investigators during the night and on weekends; and

C. WHEREAS, the prior practice (prior to December, 2004) of calling in off-duty personnel was not always effective, did not equitably distribute the burden of intrusions into an employee's off-duty time, and resulted in much confusion and misunderstanding as to the expectations with regard to an employee's obligations and ability to decline a call-in; and

D. WHEREAS, in December, 2004, the Department implemented a new practice in which investigators in the Homicide Unit were told that they were "on standby," that they were expected to report for duty if called, and that they would be subject to discipline if they did not respond; and

E. WHEREAS, the Labor Agreement contains a provision regarding compensation for standby status; and

F. WHEREAS, the Department did not compensate the members of the Homicide Unit Federation for standby in accordance with the terms of the Labor Agreement; and

G. WHEREAS, the Federation filed a grievance over the compensation for standby; and

H. WHEREAS, the grievance has now been settled; and

I. WHEREAS, one element of consideration in settlement of the grievance was to establish reasonable compensation and conditions for standby status for investigators with specialized skills;

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Notwithstanding the plain language of Section 10.4 of the Labor Agreement to the contrary, the terms and conditions for standby status for Sergeants assigned to the Homicide Unit (the "Employees") shall be governed by the terms of this Agreement.

2. Employees may occasionally receive calls during their off duty hours to assist in resolving issues may arise. It is expected that, when available, employees will respond and for such response will be compensated pursuant to Section 10.3 of the Labor Agreement. However, an employee who does not or is unable to respond during his/her off-duty time will not be subject to discipline for such lack of response unless he/she is "standby."

3. The term "standby" is limited to a status in which an employee, though off duty, is required by the Employer to refrain from the use of alcohol, be accessible and be fully prepared to report to the Homicide Office (Room 108) within sixty (60) minutes. The employee will receive clear and written advance notice that will specify the date and hours that he/she is to be on standby.

4. The Employer may assign employees to be on call under this Agreement for the limited purpose of providing assistance to on-duty investigators with regard to the investigation of homicides, kidnappings, officer involved shootings, or other serious crimes which necessitate immediate action by investigators with specialized skills. The duration of a standby assignment shall be not more than seven (7) consecutive days without the consent of the Employee and the Federation. The Employer will schedule standby assignments first by seeking volunteers and then by using an equitable rotation system. The scheduling of employees for standby should be of a reasonable duration and frequency, thus respecting the employee's personal life.

5. An employee may fulfill his/her obligation to serve a scheduled standby shift by finding a replacement to serve on standby. If an employee elects to fill his/her shift with a replacement, the employee originally scheduled to serve on standby shall give the Homicide Lieutenant advance written notice of the replacement. An employee shall be excused from a scheduled standby shift if he/she is on a pre-approved vacation or is sick.

6. An employee who is scheduled to be on standby shall be compensated with fifteen (15) minutes at his/her regular straight time rate (including longevity and any other applicable premium or differential) for each hour or part thereof that he/she is on standby if not called in to work. If called in to work, the employee will not receive the standby compensation for the time spent working, but will be compensated for such hours worked according to the call-in provisions of Section 10.3 of the Labor Agreement. An employee who is scheduled to be on standby on any of the holidays designated in Section 13.1 of the Labor Agreement shall be compensated with twenty (20) minutes at his/her regular holiday rate, as determined under Section 10.7 of Labor Agreement (although not restricted to the five holidays specified in Section 10.7), for each hour or part thereof that he/she is on standby.

7. An employee on standby is required to respond to telephone calls of up to an aggregate time of thirty (30) minutes during the standby period without additional compensation. If the employee is required to spend more than thirty (30) minutes on the telephone, the aggregate telephone time will be treated as a call-in.

8. In order to expedite the response time of an employee who is called in to work, he/she shall be provided with the use of a fully-equipped squad car while on standby. If called in, the employee shall sign on by radio upon departing for work and shall be compensated as working from the time of sign on until relieved of duty by a supervisor. Because an employee is not restricted from conducting personal business while on standby so long as he/she remains able to timely report to Room 108, reasonable personal use of the vehicle shall be allowed while on standby.

9. This Agreement does not apply to any employee of the Department other than Sergeants assigned to the Department's Homicide Unit.

10. This Agreement does not apply to court standby for employees of the Department's Homicide Unit or to any type of standby for such employees, other than the limited scope of investigative standby specified in paragraph 4, above.

11. The Labor Agreement remains in full force and effect, except as expressly modified by this Memorandum.

12. The Employer acknowledges and agrees that the terms of this Agreement constitute a reduction from the standby compensation payable under Section 10.4 of the Labor Agreement and, therefore, does not constitute an increase in the compensation payable to members of the Federation. Accordingly, the Employer agrees that it will not and shall not assert in any forum that the existence or terms of this Agreement create a

new or additional element of compensation payable to Federation members that should count against the Employer's "salary cap" unilaterally imposed in January, 2003, or against the aggregate economic value of any successor agreement to the Labor Agreement.

FOR THE CITY OF MINNEAPOLIS:

_____/S/_____
Timothy O. Giles Date
Director, Employer/Employee Relations

_____/S/_____
Janeé Harteau Date
Chief of Police

FOR THE FEDERATION:

/S/_____
John C. Delmonico Date
President, Police Federation

/S/_____
James P. Michels Date
Attorney for Police Federation

ATTACHMENT "F"

CITY OF MINNEAPOLIS

and

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on **January 1, 2012** (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *job bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy

who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

   a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

      i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's first such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles
4th Priority:	Displaced certified temporary employees
5th Priority:	Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be

selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:

   (a) The level of coverage, single or family, shall continue at the level of coverage in effect for the laid off employee as of the date of layoff.

(b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
(c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2013. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

4. Notwithstanding any provision in ordinance or Civil Service Rules to the contrary, an employee who, pursuant to the terms of this Job Bank Agreement:

    i. was designated for lay off and accepts a position with the City that is not represented by this bargaining unit;
    ii. is transferred to a position outside the bargaining unit; or
    iii. is reassigned to a position outside the bargaining unit;

shall be placed on a Recall List and thereby remain eligible to be recalled to the position he/she was in prior to entering the Job Bank.

IV. Dispute Resolution. Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2013.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE FEDERATION:

_____

Lt. John Delmonico Date
President, POFM