

# City of Minneapolis and Police Federation Tentative Agreement

Tuesday June 25, 2024

# Roles & Responsibilities

- Administration (Labor Relations)– negotiates contract with union
- Union membership– ratifies Tentative Agreement
- MS 179A.20, subd. 5:

Upon execution of the contract, the employer shall implement it in the form of an ordinance or resolution. If implementation of the contract requires adoption of a law, ordinance, or charter amendment, the employer shall make every reasonable effort to propose and secure the enactment of this law, ordinance, resolution, or charter amendment.
- City Council– reviews Tentative Agreement & votes on approval (yes or no; no modifications)

# Transparency and Community Input

4 community listening sessions in 2022 and additional online feedback

Mayor's workgroup including Council Members

5 public negotiation sessions in the fall of 2023

Public website outlining process and posting parties' proposals and responses

Published redline of proposed contract and salary schedule June 7

# Key Highlights

# Zipper Clause

## (New Article 34- Scope of Agreement)

**It is common for parties to a collective bargaining agreement to address issues that arise in the middle of the term of an agreement through one-off letters of agreement (LOAs).**

- The City and POFM have, over many decades, entered these LOAs and there has been confusion about which ones were still in effect.
- In this agreement, the parties have re-looked at those LOAs, decided which ones should still exist, and agreed that only the ones that are actually included as part of the main agreement will continue into the future.
- This means the City, the Federation, and the public can know the full scope of what has been agreed to in writing at the start of the term of the contract.

## **Staffing Flexibilities (AKA 70/30)** **(Attachment J- Temporary suspension of 16.02- Job Classification Staffing and 17.02- Bid Assignments)**

**In the past, the collective bargaining agreement has controlled multiple aspects of how MPD assigns work, both in terms of shifts and locations, and mandated numbers of promotions.**

- The new agreement will give management more discretion over job assignments and staffing ratios, so that the Chief and his leadership team can assign officers to areas of the greatest need, and make promotions based on candidate readiness, not based upon a mandated percentage.
- This will be in effect until Dec. 31, 2026 (beyond the term of this contract)
- The City also negotiated a change to significantly reduce the period of time it takes to fill vacancies. This is a permanent change.

# Civilian Investigators

## (Letter of Agreement- Attachment G)

**Minneapolis has undertaken the hard work of re-imagining its community safety system, ensuring personnel are being deployed where they're needed most.**

- With fewer sworn personnel serving in MPD, the City has continuously worked to identify opportunities to assign specialized civilian staff to clerical and investigative work and enable officers to be out on the street and present in community, and more available to address critical needs.
- Through the new agreement, the POFM has agreed that the City can hire civilians for investigative work.
- By “civilianizing” work that can be completed by a non-sworn employee, the Chief will be able to keep the limited complement of MPD officers focused on critical safety work.

# **Public Data Requests**

## **(Section 12.03 – Personnel Files; Personnel Data)**

Officers will no longer receive automatic notification of the identity of the person requesting public personnel data about them.



# **Leave Time Period (Amend Section 26.06, subd. 2-Duration of Leave Pending Investigation of Allegations of Misconduct)**

## **Leave Time Period (Amend Section 26.06, subd. 2-Duration of Leave Pending Investigation of Allegations of Misconduct)**

- The contract will now extend the period of time during which the Chief has the full discretion to keep an employee on paid leave pending investigation of allegations of severe misconduct (from 30 days to 180 days).
- This gives the Chief more flexibility to keep an officer off the street during the investigation.

## Repudiation of Past Practices.

### **MPD repudiated certain practices via letter on September 6, 2023; some of these were key MPD priorities**

Since the Federation did not bargain contract language, the City now has managerial rights in these areas:

Repudiated: Licensed unit members being the only Department personnel performing background check and employment misconduct investigations. The Department will use other permanent and non-permanent, non-sworn personnel to conduct this work. This is being done by the MPD now.

Repudiated: Employee requests regarding work schedules in 18.02 will be considered as and to the extent required in Section 18.02(a)(4) but will not be given deference.

Repudiated: To the extent that the Federation's timelines and deadlines within Section 11.02 Grievance Procedure have not been consistently enforced, that practice will no longer be followed and the timelines and deadlines in Section 11.02 will be enforced.

# Competitive Pay

- If approved, the contract would deliver a historic boost in pay for Minneapolis police officers.
- The 21.7% pay increase over the three years of the contract would make the Minneapolis Police Department (MPD) among the highest paying in Minnesota by 2025.

# Economics

- Backpay estimate, January 2023-May 2024: \$5,552,026
- Impact to 2025 budget is an increase of \$9,162,654 for salary and fringe
- Other economic adjustments:
  - Increased FTO pay from \$2,500 to \$3,000
  - Increased standby compensation provisions
  - Temporary extensions of officer use of vacation and overtime premiums
  - Night shift changes for clarity and to incentivize uptake
  - Lateral hiring changes (service credit)

Effective date	Increase
1/1/23	2.5%
7/1/23	1.5%
1/1/24	4.5%
7/1/24	5.5%
1/1/25	2.5%
7/1/25	3.5%

# Framework of Reform:

- Inherent Managerial Authority

- MS 179A.07, subd. 1:

- A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel.

- MDHR Settlement Agreement

- Future DOJ Consent Decree