
CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION

OF MINNEAPOLIS

**LETTER OF AGREEMENT
INCENTIVE PROGRAM AND PERMANENT CHANGE
TO VACANT BID PROCESS**

WHEREAS, the City of Minneapolis (“Employer”) and the Police Officers Federation of Minneapolis (“Federation”) (collectively “the Parties”) are parties to an expired Collective Bargaining Agreement (“Labor Agreement”) that is continuing in effect; and

WHEREAS, the Parties are presently negotiating a successor collective bargaining agreement; and

WHEREAS, the Parties agree that employees in the positions represented by the Federation are integral to the City’s ability to meet its commitment to public safety; and

WHEREAS, the Parties agree that the ability to retain employees is valuable to providing successful services to the residents and businesses of the City of Minneapolis; and

WHEREAS, the Employer has experienced a significant decrease in peace officer staffing levels since May of 2020; and

WHEREAS, the Employer has simultaneously experienced a decrease in qualified new hire applications from May 2020 to date; and

WHEREAS, the staffing shortage has placed and will continue to place a significant burden on Police Officers; and

WHEREAS, under the Minneapolis City Charter, the Employer has a legal duty to employ .0017 sworn peace officers per Minneapolis resident, as confirmed by the Minnesota Supreme Court in the *Spann v. Minneapolis City Council, et al.* lawsuit; and

WHEREAS, the Employer wishes to meet public safety service delivery level goals and allocate its current staffing resources in a manner that most effectively serves the City of Minneapolis; and

WHEREAS, the Parties desire to incentivize current Police Officers to continue serving as Police Officers with the Employer during this staffing shortage and while a new collective bargaining agreement is being negotiated.

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows:

1. Retention Incentives

- a. The Employer will pay Retention Incentives totaling \$18,000 to eligible employees who are and remain employed by the Employer as a sworn peace officer from the beginning through the end of the Retention Periods described below and who work an average of at least 35 hours per week during each respective Retention Period. Each Retention Incentive shall be earned and paid as set forth in Paragraph 1.e. below.
- b. "Eligible employees" means employees who, as of the Effective Date, serve in the job titles of Police Officer, Sergeant, or Lieutenant, and who are permanent employees, as defined by Civil Service Rule 18. Temporary, permit, and detailed employees are not eligible for the Retention Incentive. Probationary employees employed as of the Effective Date may become eligible, provided they successfully complete the probationary period.
- c. The First "Retention Period" means from the current date through April 15, 2024. The Second Retention Period means the twelve (12) month period following the end of the First Retention Period. The Third Retention Period means the twelve (12) month period following the end of the Second Retention Period. For probationary employees who become eligible pursuant to paragraph 1.b, the First Retention Period means the period from the Effective Date through the date of successful completion of the probationary period as a Police Officer.
- d. "Effective Date" means the date City Council and Mayoral approval of this Letter of Agreement is published in the Journal of Proceedings.
- e. The Retention Incentive shall be earned and paid as follows:
 - i. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the First Retention Period shall be paid the amount of \$6,000 no later than the second payroll period following the expiration of the First Retention Period.
 - ii. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the Second Retention Period shall be paid the amount of \$6,000 no later than the second payroll period following the expiration of the Second Retention Period.
 - iii. An eligible employee who satisfies the criteria in paragraph 1.a for the duration of the Third Retention Period shall be paid the amount of \$6,000 no later than the second payroll period following the expiration of the Third Retention Period. Payments shall be subject to applicable withholdings and deductions.

Eligible employees are considered to have earned each retention incentive by working an average of at least 35 hours per week for the period corresponding to the payment.

- f. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 1.a. and 1.e. shall be calculated using only those hours actually worked for the Employer in the position of Police Officer, Sergeant, or Lieutenant, and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
- g. Approved IOD leave will not be calculated against the average hours worked if the City's health care provider certifies that the employee will be able to return to the full performance of their duties at the expiration of such extended leave.
- h. The Retention Incentive is not an entitlement. Employees who separate from employment prior to earning an applicable payment, regardless of reason for separation, will not earn or be paid the applicable payment(s) or any payment(s) thereafter.
- i. Nothing herein constitutes nor shall be construed as a guarantee of continuing employment for any employee.

2. New Hire Incentive

- a. The Employer will pay a Hiring Incentive of \$15,000 to Eligible Individuals who work an average of at least 35 hours per week. The Hiring Incentive is earned and paid in installments, as set forth in Paragraph 2.c. below.
- b. "Eligible Individuals" means individuals who are hired into the job title of Police Officer after the Effective Date, as defined in Paragraph 1.d., and who become permanent employees, as defined by Civil Service Rule 18, within thirty-six (36) months of the Effective Date. Temporary, permit, and detailed employees are not eligible for the Hiring Incentive.
- c. The Hiring Incentive shall be earned and paid as follows:
- d. The first installment shall be in the amount of \$5,000, less applicable withholdings and deductions, shall be earned upon the individual's successful completion of the probationary period as a Police Officer, and shall be paid no later than the second payroll period after it is earned.
- e. The second installment shall be in the amount of \$5,000, less applicable withholdings and deductions, shall be earned one full year following the individual's successful completion of the probationary period and shall be paid no later than the second payroll period after it is earned.
- f. The third and final installment shall be in the amount of \$5,000, less applicable withholdings and deductions, shall be earned two full years following the individual's successful completion of the probationary period and shall be paid no later than the second payroll period after it is earned.

Eligible Individuals are considered to have earned each installment payment by working an average of at least 35 hours per week for the period corresponding to the payment.

- g. Notwithstanding any provision in the Labor Agreement to the contrary, the average hours worked per week as described in Paragraphs 2.a. and 2.c. shall be calculated using only those hours actually worked for the Employer and shall not include any other form of paid time or any form of unpaid time, including but not limited to compensatory time, paid holidays, paid sick leave, jury duty leave, bereavement leave, or vacation time. Time spent performing contract work during off-duty hours is not included in the calculation of average hours per week.
 - h. Approved IOD leave will not be calculated against the average hours worked if the City's health care provider certifies that the employer will be able to return to the full performance of their duties at the expiration of such extended leave.
 - i. The Hiring Incentive is not an entitlement. Individuals who separate from employment prior to earning an applicable installment, regardless of reason for separation, will not earn or be paid the applicable installment payment(s) or any installment payment(s) thereafter.
 - j. Individuals eligible for the Hiring Incentive are not eligible for or entitled to any other hiring or retention incentive during the Retention Period.
3. Permanent Change to Agreement for Filling Vacant Bid Assignments.

In response to the Minneapolis Police Department's need to act quickly to respond to certain staffing needs and other legitimate needs of the Department, The parties agree that the current Section 17.02 subdiv. 4, will be deleted and the following language will be substituted:

17.02 Subd. 4. Filling Vacant Bid Assignments.

- (a) When a Bid Assignment becomes vacant, the Employer retains the discretion whether to fill, change or leave the Bid Assignment vacant.
- (b) If the Employer wants to fill the vacancy, the Employer shall post city-wide a list of vacant Bid Assignments to be filled.
- (c) Any Eligible Employee may submit a request to fill the vacancy on or before the deadline stated in the posting (which shall not be less than ten days). The vacancy will be filled by the assignment of the most senior Eligible Employee who submitted a timely request.
- (d) If no employee submits a request, the vacancy shall be filled by a transfer pursuant to Section 17.04, Subd. 3(b).

