

November 7th, 2025

To: The Police Officers' Federation of Minneapolis,  
c/o Jim Michels, Federation's designated representative for collective bargaining

Re: City's Reply to Federation's Response to City's Repudiation letter

To the Federation:

We write in response to your October 21, 2025, letter regarding the City's repudiation letter from September 12, 2025. To start, we are concerned by the overall negative tone conveyed in your letter. For example, describing the City's repudiation as "tantamount to a declaration of war" is neither accurate nor constructive, and it does not reflect the City's intent. There are plenty of other examples of inflammatory language within the response letter (we won't recount them here) that will not aid the parties in reaching an agreement in this bargaining cycle. Our bargaining sessions thus far have been productive and respectful, and we hope to reestablish a more productive dialogue moving forward.

As an initial matter, we want to correct what appear to be mistaken assumptions about the City's intent with regard to the City's reservation of rights in paragraph 5 of its September 12, 2025, letter. The City did not issue a "blanket repudiation" or otherwise indicate in any way that it is refusing to bargain in good faith. The City is absolutely committed to bargaining in good faith with the Federation, as is shown by its conduct in the past three negotiation sessions. Paragraph 5 merely puts the Federation on notice that the September 12, 2025, repudiation letter may not be the sole repudiation letter from the City this bargaining cycle. The City reserved the right to identify some other past practice(s) for which it may choose, during the course of bargaining, to issue an additional notice of repudiation. The City has not at this point taken that step, but we are simply letting the Federation know that the possibility still exists.

We disagree with your argument that a past practice can never be repudiated. This is a run-of-the-mill bargaining communication that is simply part of the process that can be used by either party to a collective bargaining contract. The excerpt you provided discusses Mittenthal's view of past practices developed to clarify an ambiguity in the agreement, which is not at issue here. But Mittenthal wrote of the many purposes a past practice can serve, and he further recognized

throughout that there are many approaches to determining whether a past practice exists and the circumstances under which a past practice can be changed. *Elkouri* agreed:

[A]n impressive line of arbitral thought holds that a practice that is not subject to unilateral termination during the term of the collective bargaining agreement is subject to termination at the end of said term by giving due notice of intent not to carry the practice over to the next agreement; after being so notified, the other party must have the practice written into the agreement to prevent its discontinuance.

Elkouri and Elkouri, *How Arbitration Works*, Eighth Edition (2016), Ch. 12.6. Past practices can be eliminated when one party gives notice- it is a fundamental labor law bargaining technique. It is also noteworthy that the City also repudiated practices in these parties' last contract cycle, without objection by the Federation.

Moving on to the specific items noted, and your questions about them:

*Timekeeping:* You are correct that the issue relates to an anticipated software change that will likely not be able to accommodate minute-for-minute timekeeping. It was certainly not the City's intent for its letter to cause the Federation or its members concern. We were under the impression that you were already aware that the City is updating its timekeeping system. The new system may not have the capabilities of tracking time on a minute-by-minute basis as the current system does. The City may end up with a more typical system, such as one that tracks and pays in 10- or 15- minute increments, rounding up and down as appropriate. We do not believe there will be anything controversial about this, and the City is not saying there is a binding past practice that would preclude the implementation of a new system. The City believes it is permitted to implement this change.

*Work schedules:* The City's letter says: "The City reserves the right to implement and establish any schedule consistent with the plain language of Section 18.02." Section 18.02 is clearly written. It is not ambiguous, and there is no binding past practice interpreting ambiguous language. This is not what Mittenthal described in the citation provided in your letter.

The City is not right now adopting a platoon scheduling system. But you are correct that this has been discussed, and such a system is entirely consistent with the language of Section 18.02.<sup>1</sup> Section 18.02 says: "Reasonable consideration shall be given to employee requests for days off consistent with the needs of the Department." There is no reason that the City could not adopt a platoon scheduling system and also follow the plain language of the parties' collective bargaining agreement, including giving reasonable consideration to employee requests for days off and also "create a work schedule for all employees . . . for the ensuing 28-day scheduling period."<sup>2</sup>

Section 18.02 permits the City to prepare 28-day work schedules, giving "reasonable consideration . . . to employee requests for days off consistent with the needs of the

Department.” In some years past, the City had been in a position to give more than reasonable consideration and lean towards more deference of employee requests. That practice is no longer workable, and to the extent the Federation felt it was a binding past practice, the City repudiated it in the negotiations for the current labor agreement (without objection from the Federation). Given the positions taken in your March 3, 2025, letter, however, the City felt it important to reiterate its repudiation and its position so that the record would be clear.

If the City wishes to implement platoon scheduling, it may do so consistent with the current plain language of the labor agreement. Of course, the union has the right to bargain different language.

*Critical Incidents and Retro Pay to Separated Employees:* As you know, sometimes practices develop that are inconsistent with the plain language of a collective bargaining agreement, or one of the parties is lax in its enforcement. As to both of these issues, the City is simply letting the Federation know that it will act in accordance with the plain language of the contract. Based on your October 21, 2025, letter, it appears there is no dispute on these issues.

We do not believe any of the matters addressed in your letter (and this one in response) needed to be contentious, with incendiary language, with baseless accusations of ill intent. The City is looking forward to continuing the parties’ thus-far productive negotiations for the benefit of all. As we have in the past, we can simply clarify parties’ intent during bargaining or informal communication. Thank you, and we hope that you will receive this letter in the spirit with which it was written.

Sincerely,



Rasheda Deloney

Director of Labor Relations

The City of Minneapolis