

From the desk of:

Medaria Arradondo

Chief of Police

Minneapolis Police Department

350 South 5th Street, Room 130

Minneapolis, MN 55415



TO: Officer Yulia Bury, #0909
CC: MPD Internal Affairs
DATE: 5/28/21
RE: OPCR/Administrative Case #20-08351

CHIEF'S DECISION:

- Discharge
- Suspension Duration: **13.43**
- Written Reprimand
- Permanent Demotion
- Temporary Demotion Duration:
- No Merit

SUMMARY OF BASIS FOR DECISION

This memo summarizes my approach and reasoning for my decision as Chief of the Minneapolis Police Department that the allegation against Officer Julia Bury is sustained. This memo accompanies the enclosed MPD Discipline Worksheet and Suspension Form.

Policies Violated:

13.43 - Personnel Data

7-401 (B) (1) Normal and Emergency Vehicle Operation

Facts Supporting Decision (see also Investigation Summary):

It is alleged that Officer Yulia Bury did not operate Squad 425 in the same manner as required for the public under normal operation. According to the Accident Review Committee Summary, Officer Bury was driving Squad 425 travelling northbound on Colfax Avenue North when responding to a shots fired call. Officer Bury failed to stop for a two-way stop sign for north and southbound traffic on Colfax Avenue North. The squad was struck in a T-bone collision by a pickup truck travelling westbound on 33rd Avenue North. Side and seat airbags deployed. The squad veered to the left, striking a stop sign in the northwest corner of the intersection. There was major, observable damage to the right, left and front sides of the squad. There was major damage to the front and left sides of the pickup truck. The driver of the pickup reported a shoulder injury. Officer Bury and her partner, 13.43 were transported to the hospital for medical evaluation and later released.

The Event Data Recorder indicated the squad was traveling at 27.8 mph, 5 seconds before the crash, with brakes being applied up to 1.5 second mark prior to the crash at a vehicle speed of 22.5mph. The EDR indicated the slowest speed reported prior to the crash, and approaching the 2-way stop sign at this intersection, was 20.5 mph, when airbags deployed. The squad did not come to a complete stop at the two-way stop sign. There is no mention of emergency driving and no indication that emergency lights and siren were ever activated prior to this crash.

13.43 - Personnel Data

13.43 - Personnel Data

The facts of the case are as follows:

- Officer Bury stated she had knowledge she was approaching a stop sign on Colfax Ave North at 33 Avenue North and she failed to stop for it.
- Officer Bury advised she and 13.43 were responding to a shots fired call in the area and officers did not have their emergency lights and/or siren activated when the crash occurred.
- Officer Bury stated that they were about 4 blocks away from the location of the call at the intersection where the crash occurred.

- EDR data confirmed that the squad did not come to a complete stop at the two-way stop sign; Squad 425 was traveling 27.8 mph five seconds prior to impact, 22.5 mph at the 1.5 second mark prior to the crash, and 20.5 mph when the airbags were deployed.

13.43 - Personnel Data

- MPD PP 7-410 (B) (1) requires that under normal conditions, personnel will operate police vehicles in the same manner as required for the public.

As Chief of Police I am responsible for providing clear expectations on what is acceptable behavior in our workplaces as well as what will not be tolerated. Based on my review of the facts of this investigation, Officer Yulia Bury did not operate the squad in the same manner as required for the public when she failed to stop for the two-way stop sign at the intersection of 33rd and Colfax Avenue North. A crash resulted from this driving conduct. Therefore, as Chief of Police with authority to discipline for violations of policy under Minn. Stat. §626.89 Subd. 17, I am imposing a **13.43** suspension.

13.43 - Personnel Data

DocuSigned by:
Medaria Arradondo
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Chief Medaria Arradondo

5/28/2021

**IN RE:
THE MATTER OF**

POLICE OFFICERS FEDERATION OF
MINNEAPOLIS,
(Yulia Bury, Grievant)

and

CITY OF MINNEAPOLIS,

Employer.

SETTLEMENT AGREEMENT
(Union Grievance 21-06)

This Settlement Agreement (“Agreement”) is made and entered into by and between the City of Minneapolis (“City”), the Police Officers’ Federation of Minneapolis (“Federation”) and Officer Yulia Bury, Badge No. 0909 (“Grievant”).

- A. The City of Minneapolis (“City”) and the Police Officers Federation of Minneapolis (“Federation”), parties to a collective bargaining agreement under which the above-entitled grievance was filed, hereby enter into the following agreement that governs the relationship between them.
- B. The Grievant is employed by the City in its Police Department (MPD).
- C. The Federation is the Grievant’s sole and exclusive bargaining representative.
- D. On or about 05/28/2021 Grievant was disciplined for violation of MPD policy 7-401 Normal & Emergency Driving and received a 20-hour suspension.
- E. Grievant served a 20-hour suspension.
- F. The Federation grieved the suspension, Grievance 21-06, citing violation of 12.01 of the labor agreement.
- G. The Chief of Police has the full authority of the City Council to resolve the grievance.

H. The Federation and the City wish to resolve this matter amicably and without resort to arbitration.

NOW THEREFORE, the parties agree as follows:

1. The Federation will withdraw Grievance # 21-06 subject to conditions listed in paragraphs 2-5.

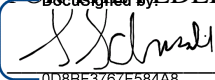
2. The City will amend the discipline to reflect a 10 suspension for violation of MPD Policy 7-401 Normal and Emergency Driving.

3. The City shall also reimburse the grievant for 10 hours of pay and all benefits that would have accrued during the suspension.

4. The Federation, as an entity and on behalf of its members individually, agrees that this Settlement Agreement shall not be used in any arbitration or proceeding, except to enforce the terms of this Settlement Agreement. The Federation, its bargaining unit members and the grievant are bound by this agreement as if they had entered it individually.

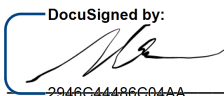
5. The City and the Federation agree that this Agreement is without prejudice or precedent to any future matter involving any City employee, other than the Grievant; and that this Agreement shall be of no value as evidence, and shall not be submitted or received as evidence, in any arbitration, hearing, trial, appeal or other proceeding involving any City employee, other than the Grievant.

FOR THE FEDERATION:

DocuSigned by:

0D8BF3767F584A8
Sherral Schmidt, President

Date: 5/26/2023

FOR THE CITY OF MINNEAPOLIS:

DocuSigned by:

2946C44486C04AA
Brian O'Hara Chief of Police

Date: 5/25/2023