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TO: Lt. Dennis Hamilton
CC: Office of Police Conduct Review
DATE: May 12th, 2022
RE: OPCR Case #21-08926

CHIEF'S DECISION:

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

This memo summarizes my approach and reasoning for my decision as Chief of Police to impose a [REDACTED] suspension. This memo accompanies the enclosed MPD Notice of Discipline letter and Suspension Form.

Policies Violated:

3-801	(III)(A)(1)	Off-Duty Employment	B	Sustained
13.43 - Personnel Data				
3-801	(III)(A)(11)(a)	Off-duty Squad Use	B	Sustained

Summary of the Basis for Decision:

The facts noted in the case investigation support the conclusion that Lt. Hamilton violated Minneapolis Police Department policies.

- On 8/22/21, a complaint was received in the Office of Police Conduct Review and the investigator was initially unable to determine the identity of Minneapolis Police Department

officers working off-duty jobs at the venue. During the investigation of that complaint, it was found that Lt. Hamilton was working off-duty at The Armory.

- According to MPD records, Lt. Hamilton had not submitted an off-duty employment request and was not approved to work at this off-duty location as required by policy

13.43 - Personnel Data

- According to MECC records, Lt. Hamilton did not contact MECC at this beginning of his shift to request an off-duty call sign despite being required to do so under two sections of 8-301 including the section covering the requirements for squad car usage at an off-duty job. Lt. Hamilton was using an MPD squad car for the off-duty job. This left no record in the dispatch system that Lt. Hamilton was working at this location at this time. Furthermore, had he needed assistance from other officers, his location would not be known to dispatchers.
- During the Loudermill hearing, Lt. Hamilton apologized for these oversights and explained that he had forgotten to follow the protocols.

As the interim Chief of Police, I am responsible for providing clear expectations for what is acceptable behavior in our workplaces as well as what will not be tolerated. The Police Conduct Review panel recommended a finding of merit for three policy violations in this case, and I concur with their recommendation. While the individual violations of the off-duty work policies alone are administrative and do not cause significant harm, together they undermine the Department's ability to hold officers accountable for their conduct while working in the Minneapolis Department uniform and with the authority of the Minneapolis Police Department. **13.43 - Personnel Data**

13.43 - Personnel Data Lt. Hamilton is a supervisor and as such, he is held to a higher standard. Lieutenants must lead by example and demonstrate our department's core values of Trust, Accountability and Professional Service.

As interim Chief of Police with authority to discipline for violations of policy under Minn. Stat. §626.89 Subd. 17, I am imposing a **13.43 - Personnel Data** suspension for Lt. Hamilton's failure to obtain approval prior to working at this off-duty site and for using an MPD squad car while failing to sign on with MECC at the beginning of his shift to obtain a call sign.

13.43 - Personnel Data

DocuSigned by:

Amelia Huffman

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Amelia Huffman

Interim Chief of Police

5/12/2022

**IN RE:
THE MATTER OF**

POLICE OFFICERS FEDERATION OF
MINNEAPOLIS,
(Dennis Hamilton, Grievant)

and

CITY OF MINNEAPOLIS,

SETTLEMENT AGREEMENT
(Union Grievance 22-03)

Employer.

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 Lieutenant Dennis Hamilton, Badge No. 2610 (“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 05/12/2022 Grievant was disciplined for violation of MPD policy 3-801 Off-Duty Employment and 3-801 Off-Duty Squad Use received a 20-hour suspension.
- E. Grievant served a 20-hour suspension.
- F. The Federation grieved the suspension, Grievance 22-03 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 # 22-03 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 3-801 Off-Duty Employment and 3-801 Off-Duty Squad Usage.

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:



Sherral Schmidt, President

Date: 2/2/24

FOR THE CITY OF MINNEAPOLIS:



Brian O'Hara Chief of Police

Date: 1/22/24