
THE CITY OF MINNEAPOLIS

and

**POLICE OFFICERS FEDERATION
OF MINNEAPOLIS**

**SETTLEMENT AGREEMENT
REGARDING INTERPRETATION OF
SECTION 7.5 OF THE LABOR AGREEMENT (SHIFT DIFFERENTIAL)**

RECITALS

A. The City of Minneapolis (hereinafter “Employer”) and the Police Officers Federation of Minneapolis (hereinafter “Federation”) are parties to a Collective Bargaining Agreement (hereinafter “Labor Agreement”) that is currently in effect.

B. Section 7.5 of the Labor Agreement provides for the payment of a shift differential payable to employees who “work a scheduled shift in which a majority of the work hours fall between the hours of 6:00 p.m. and 6:00 a.m.” Section 7.5 further provides that the shift differential shall be paid “for all hours worked on such shifts.”

C. A dispute arose as to whether officers who do not normally work a shift qualifying for the differential do work a scheduled shift for which a majority of the hours fall between 6:00 p.m. and 6:00 a.m. This situation occasionally occurs when a day watch officer volunteers to work a night watch shift to cover shift minimums due to the absence (by sick leave or comp time usages) of a member of the night watch.

D. After discussing the issue during a Labor Management Committee meeting, the parties mutually agreed to resolve issues regarding the interpretation of Section 7.5 on the following terms without further cost to either party.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. The intent of Section 7.5 of the Labor Agreement is that the eligibility to receive the shift differential is determined by the status of the shift rather than the employee; except with regard to an employee who is assigned to a qualifying nighttime Bid Assignment, as defined by Section 9.1(c) of the Labor Agreement, and who is involuntarily assigned to work daytime hours.

2. Consistent with the intent expressed in Paragraph 1, above, the shift differential should be paid when an employee works “a scheduled shift” that qualifies for the differential regardless of whether the “scheduled shift” is that employee’s regular shift and regardless of whether the employee volunteered to work such “scheduled shift.”

3. Buy back hours worked pursuant to Section 10.6(c) of the Labor Agreement are not a “scheduled shift” and, therefore, do not qualify for shift differential regardless of the time of day the buy back is worked and regardless of whether the buy back is worked by an employee who is assigned to a nighttime Bid Assignment.

4. The shift differential is not payable when an employee officer who is assigned to a nighttime Bid Assignment voluntarily agrees to work a “scheduled shift” for which a majority of the hours *do not* fall between 6:00 p.m. and 6:00 a.m.


5. The Employer will conduct an audit of payroll records for the period from June 1, 2008, through the implementation date of this Agreement for the purpose of

identifying hours worked that should have qualified for the payment of shift differential as determined under the Labor Agreement, and the interpretation thereof as set forth herein, but for which the shift differential was not paid to the employee who worked such hours. Following the conclusion of the audit, the Employer will present the audit findings to the Federation not less than two weeks prior to the proposed date for implementing any back pay to allow the Federation an opportunity to raise questions or concerns regarding the audit. The audit shall be deemed final following the conclusion of the comment period. Back pay shall be paid to affected employees pursuant to the final audit as soon as is practical.


6. The Federation waives any grievances that may have arisen prior to the date hereof on the facts and issues addressed herein.

7. The Labor Agreement remains in full force and effect.

FOR THE CITY OF MINNEAPOLIS:

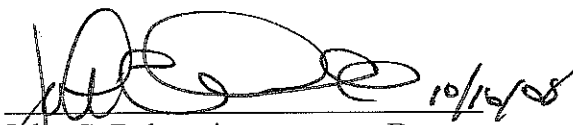


Tim Dolan Date 10/16/08
Chief of Police

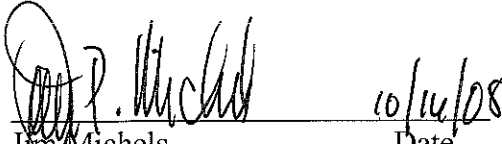


Timothy Giles Date 10/16/08
Director, Employee Services

FOR THE FEDERATION:



John C. Delmonico Date 10/16/08
President, Police Federation



Jim Michels Date 10/16/08
Attorney for POFM