
THE CITY OF MINNEAPOLIS

and

**POLICE OFFICERS' FEDERATION
OF MINNEAPOLIS**

**SETTLEMENT AGREEMENT AND WAIVER
REGARDING ELIMINATION OF TRAFFIC UNIT**

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. The Minneapolis Police Department ("MPD") has exercised its right to reorganize the Special Operations Division (SOD).

C. The most of the employees presently in the SOD are serving in "non-bid assignments" as defined by Section 9.1 of the Labor Agreement. However, certain employees, specifically those assigned to the canine unit and traffic unit are presently serving in "bid assignments" as defined by Section 9.1.

D. The Federation and Employer have entered into an agreement to amend the canine unit positions such that they will be within the scope of "non-bid assignments."

E. The reorganization of the SOD will result in the elimination of the traffic unit.

F. The Federation asserted that elimination of the traffic unit has the potential to violate Article 9 of the Labor Agreement with regard to the employees serving in the traffic unit.

G. The parties mutually desire to resolve and avoid potential disputes arising from the elimination of the traffic unit before the implementation of the change on the following terms without further cost to either party.

NOW THEREFORE, the parties hereby agree as follows:


AGREEMENT

1. The Federation will not file and waives the right to file a grievance regarding the reorganization of the traffic unit.
2. Patrol Officers who are presently serving in a bid assignment in the traffic unit shall be allowed to transfer to a bid assignment in a precinct. The start time of the bid assignment to which the employee will be transferred shall be as requested by the employee, provided the request is consistent with an existing start time in the precinct to which the employee is assigned by the MPD.
3. To the extent the reorganization of the traffic unit will retain positions to be filled by Patrol Officers, such positions shall be "non-bid assignments."
4. Sergeants presently serving in the traffic unit may request a transfer, subject to the transfer provisions of the Labor Agreement.
5. To the extent the reorganization of the traffic unit will retain positions to be filled by Sergeants, such positions shall be "non-bid assignments."
6. Neither the terms nor the existence of this Agreement shall establish a precedent during negotiations for the parties' successor Labor Agreement.

7. Disputes regarding the application or interpretation of this Agreement shall be subject to the provision of Article 5 (Settlement of Disputes) of the Labor Agreement.

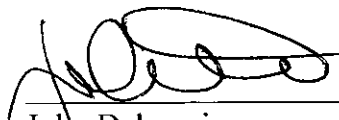
8. The Labor Agreement remains in full force and effect, except as expressly modified by this Agreement.

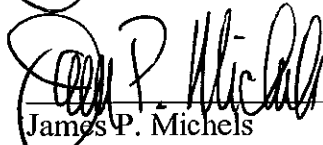
FOR THE CITY OF MINNEAPOLIS:


Janeé Harteau
Chief of Police

 5/13/13
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FOR THE FEDERATION:

 4/30/13
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President, Police Federation

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