THE CITY OF MINNEAPOLIS

and

THE POLICE OFFICERS' FEDERATION OF MINNEAPOLIS

MEMORANDUM OF AGREEMENT AND UNDERSTANDING FEDERATION TIME BANK

RECITALS

- A. WHEREAS, 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 force, and
- B. WHEREAS, Section 15.3(g) of the Labor Agreement establishes a time bank for Federation personnel and limits the carryover of time from year to year at 400 hours.; and
- C. WHEREAS, language of Section 15.3 of the Labor Agreement provides that the Employer is to advise the Federation the balance of the time bank on a monthly basis; and
- D. WHEREAS, the parties discovered that after the conversion to the new Work Force Director software in 2007, the Federation time bank was not updated causing a substantial understatement of the balance of the Federation time; and
- E. WHEREAS, the parties desire to remedy this mistake amicably without further cost to either party;
- F. NOW THEREFORE, the parties, agree to temporarily modify the Labor Agreement on the following terms:

AGREEMENT

- 1. As of the last day of the 2009 payroll year, the parties agree that the Federation time bank is 2537.25 hours. These hours will be placed in a separate time bank (the "Settlement Bank") to be used by the Federation at its discretion during the 2010, 2011 and 2012 payroll years, subject to the provisions of Section 15.3(g) of the Labor Agreement; except that the carryover limitation of 400 hours shall not apply to the hours in the Settlement Bank. Any hours in the Settlement Bank that are not used by the last day of the 2012 payroll year shall be forfeited.
 - 2. Section 15.3(g)(2) of the Labor Agreement shall be modified as follows:
 - Donated Time Account. Once each payroll year, one (1) holiday from the (2) total number of holidays allowed pursuant to Article 13 of this Agreement shall be debited from the account of each member of the Federation and shall be credited to a Donated Time Account. The payroll section of the Minneapolis Police Department shall maintain an up-to-date and accurate system of accounting for the accumulation and use of donated time. The payroll section shall contact the Federation office at least once per month to advise the Federation of the balance in this account. Any discrepancies in accounting will be corrected promptly. Up to four hundred (400) hours of unused donated time may be carried over to the next payroll year. Each payroll period, the Federation will contact the Payroll Clerk for the Police Department to report the hours worked during the payroll period by the full-time and temporary Federation personnel. The number of hours absent from duty and which are spent on Federation business will be debited from the donated time account, except that vacation days, sick days, and compensatory time used, shall not be debited from the donated time account.
- 3. The Labor Agreement remains in full force and effect, except as expressly modified by this Agreement.

[SIGNATURE PAGE TO FOLLOW]

FOR THE CITY OF MINNEAPOLIS:

Director, Employee Relations

Date

FOR THE FEDERATION:

President, Police Federation

Attorney for Police Federation