



**Request for City Council Committee Action  
From the City Attorney's Office**

Date: June 13, 2005  
To: Ways & Means/Budget Committee  
Referral to:

**Subject:** Scott Whitman v. City of Minneapolis

**Recommendation:** That the Council approve settlement of this matter for the sum of \$ 1,200 payable to Scott Whitman, and his attorney Charles Cox, from fund/org. 6900 150 1500 8350 and authorize the City Attorney's Office to execute any documents necessary to effectuate settlement.

**Previous Directives:**

Prepared by: Caroline Bachun, Assistant City Attorney Phone: 673-2754

Approved by: \_\_\_\_\_  
Jay M. Heffern  
City Attorney

Presenter in Committee: Jay M. Heffern, City Attorney

**Financial Impact** (Check those that apply)

- No financial impact - or - Action is within current department budget.  
(If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain): fund/org. 6900 150 1500 8350
- Request provided to the Budget Office when provided to the Committee Coordinator

**Community Impact:**

City Goals: Build Community

**Background/Supporting Information**

Mr. Whitman commenced a lawsuit claiming that he had not been properly paid for being on call and for being called back to work. Mr. Whitman is an Animal Control Officer. Prior to January 1, 2001, on call pay for Animal Control Officers was 2 hours of the regular hourly rate of pay. Call-back pay was given for time actually worked at time-and-a-half the regular hourly rate of pay, with a minimum of one hour for each response to the animal shelter.

According to the provisions of the new collective bargaining agreement for the period January 1, 2000 through December 31, 2002, on call and call-back pay was to change effective January 1, 2001. Effective January 1, 2001, an employee was to get .25 hours, at the regular hourly rate, for each hour on call. The employee would also be paid a minimum of 2 2/3 hours at time-and-a-half of the regular hourly rate of pay for call-back pay. If the employee worked more than 2 2/3 hours, the employee would get the actual time worked at time-and-a-half.

After January 1, 2001, the City continued to pay on call pay and call-back pay according to the old contract language. When Mr. Whitman brought the discrepancy to management's attention, the new contract language was followed for future pay periods, commencing November 3, 2002. On March 21, 2003, back pay was paid for the period of January 1, 2001 through November 2, 2002 to account for the error and the new contract language. Back pay has also been paid to Scott Whitman and others for court standby pay and holiday pay.

Despite the back pay that has been paid to Mr. Whitman, Mr. Whitman still claims that he is entitled to further back pay. Mr. Whitman claims that he has been unable to take lunches because he is called by dispatch to perform work during his lunch period. Management is addressing procedures to eliminate this issue in the future. Also, effective May 1, 2004, the union and management have agreed to a new way of calculating call-back pay. Mr. Whitman claims that from January 1, 2001 through May 1, 2004, that new manner of calculation for call-back pay should have been used.

The ongoing disputed wage claims of Mr. Whitman should be addressed through the settlement of the existing wage claims and management's efforts to address lunch hour procedures. It is in the best interest of the City that this matter be amicably settled for \$1,200 in back wages.