

CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 5,  
LOCAL 9 GENERAL CLERICAL AND  
TECHNICAL UNIT, AFL-CIO

Letter of Agreement  
Re: Traffic Control Agent 1 Payroll during RNC

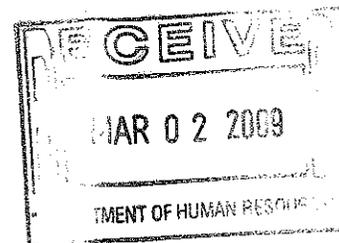
WHEREAS, the City Of Minneapolis (hereinafter, "City") and the American Federation of State, County and Municipal Employees, Council 5, Local 9 General Clerical and Technical Unit, AFL-CIO (hereinafter, "Union") are parties to a collective bargaining agreement; and

WHEREAS, there was some confusion related to the calculation of employees in the title of Traffic Control Agent 1 pay during the two pay periods beginning Sunday, August 17, 2008 through Saturday, September 13, 2008; and

WHEREAS, the City and the Union have reviewed the payroll records;

NOW, THEREFORE, the City and the Union have agreed to the following:

1. For the purposes of calculating overtime during this period of time, the "work week" is defined for each individual employee as beginning on their first day of work during the payroll week beginning Sunday, August 17, 2008.
2. Individual employees are eligible for 7<sup>th</sup> Day Premium Pay on their actual 7<sup>th</sup> consecutive day of work irrespective of payroll week or work week.
3. For the purposes of calculating eligibility for overtime, vacation, sick leave, and holiday hours are considered as hours worked.
4. The City erred in deducting 8 hours of vacation from the balances of the individual employees identified on the attached as Group 1 resulting in the need to credit such time back to the individual vacation accrual balances as indicated on the attachment.
5. That the review of payroll records indicates that certain individual employees received compensation for more hours than required and therefore owe the City for said overpayment as identified on the attached.
6. That if an individual employee had a deduction from vacation in error and received an overpayment, the vacation credited back to their accrual balance shall be reduced by the amount of the overpayment.



7. That if an individual employee received an overpayment but not a deduction from vacation, the overpayment will be deducted from the employee's paycheck within four payroll periods of execution of this agreement as mutually agreed by the individual employee and the City.
8. That the review of payroll records indicates that certain individual employees received less compensation than indicated by the hours worked and therefore are owed payment by the City.
9. That if an individual employee was underpaid, payment for the additional hours due shall be made within two payroll periods of execution of this agreement.
10. That the City shall identify in writing the work week for each current Traffic Control Agent 1 employee for the purposes of future overtime calculations and shall update the list as new employees are hired.
11. That this represents the full and complete agreement of the parties related to this matter.

FOR THE CITY:

FOR THE UNION:

  
\_\_\_\_\_  
Timothy Giles, Director  
Employee Services

3/4/09  
Date

  
\_\_\_\_\_  
Jill Kielblock, Field Representative  
AFSCME Council 5

2/25/09  
Date

<u>Name</u>		City Owes	Owes City	Vacation to be Credited
<b>GROUP 1</b>				
Bonete, Jose			1.5	6.5
Brown, James			2.5	5.5
Christensen, Ron			2.5	5.5
Daniels, Steven				8
Dismuke, Marvelle			1.5	6.5
Klinger, Deborah				8
Levandowski, Skip				8
Luna, Ricardo			2.5	5.5
McArthur Jr., Bland			4	4
Morris, Angela			2.5	5.5
Mykleby, April			4	4
Rosemeyer, Joseph			1.75	6.25
Staszewsky, Paul				8
Thao, U			4	4
Witucki, Nicholas				8
<b>GROUP 2</b>				
Calguire, Peter		4		
Caswell, Jan		4		
Chavez, Amanda				
Collins, Terry				
Foley, Timothy				
Gamble, Tonya			12	
Guy, Ronald		3.965		
Hawley, Deborah				
Hucek, Craig				
Klinger, Patricia				
Kroma, Massa				
Kunze, Timothy				
Reber, Kathy				
Revering, Ricky				
Ridley, Shannon		2.45		
Segovia-Pope, Anthony				
Skjefte, Leah				
Swetland, Mary				
Vang, Pao				
Vannavong, Joy				
Williams, Andre				