
CITY OF MINNEAPOLIS

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 5, LOCAL
UNION NO. 9, AFL-CIO
(General Office Clerical and
Technical Unit)**

**LETTER OF AGREEMENT
IT Service Desk Agents I and II Called Back to Work**

WHEREAS, the City of Minneapolis (“Employer”) and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO (General Clerical and Technical Unit) (“Union”) are parties to a collective bargaining agreement;

WHEREAS, the Employer’s business needs require that in order to be on call, available for duty and receiving on call pay Information Technology Service Desk Agents I and II (“Agents”) must be able to receive calls, texts and/or push notifications, access the internet, VPN, ServiceNow, Active Directory Management Console, and other City specific applications as required;

WHEREAS, the parties’ collective agreement states in pertinent part that, “[a]n employee called back for duty, regardless of on-call status, shall earn two and two-thirds (2⅔) hour’s pay at the employee’s overtime rate for the hours on duty or whichever is greater.” Section 10.04, Subd.5;

WHEREAS, with the above-referenced technology, when an Agent is called back to duty within the meaning of Section 10.04, Subd.5, the Employer’s business needs can be met by allowing Agents to answer calls from the Agent’s home or any location, without the need to travel and report in person to the Employer’s place of business;

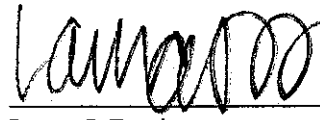
NOW THEREFORE the parties hereto agree as follows:

1. The phrase, “called back for duty” as used in in Section 10.04, Subd. 5 for IT Service Desk Agents I and II only, shall include answering calls, troubleshooting and performing the usual Agent services *from any location* where the Agent receives calls, texts and/or push notifications, accesses the internet, VPN, ServiceNow, Active Directory Management Console, or other City specific applications as required;

2. When an Agent is called back for duty, Section 10.04, Subd.5 is hereby modified that the Agent shall earn a minimum of fifteen minutes' pay at the rate of one and one-half (1½) hour's pay at the employee's normal hourly rate. Agents shall account for their time in 15-minute increments.
3. This Letter of Agreement shall be in effect beginning March 11, 2018 through April 1, 2019.
4. This Agreement shall sunset on April 1, 2019. Prior to that date, the parties agree to meet and assess whether to extend the Agreement.


THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE EMPLOYER:

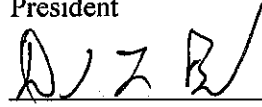


Date 3/16/18
Laura J. Davis
Director, Labor Relations

FOR AFSCME COUNCIL 5, LOCAL 9:



Date 3/13/18
Sarah Maxwell
President



Date 3-13-18
David Bard
Field Representative