

CITY OF MINNEAPOLIS

and

INTERNATIONAL UNION OF OPERATING

ENGINEERS, LOCAL 49

**SETTLEMENT AGREEMENT
REGARDING TRANSPORT SPECIALIST GRIEVANCE**

RECITALS

- A. The City of Minneapolis (“City” or “Employer”) and the International Union of Operating Engineers Local Union No. 49 (“Union”) are parties to a Collective Bargaining Agreement (“Labor Agreement”) that is currently in effect. All references to “articles” and “sections” herein are to the parties’ Labor Agreement.
- B. The Union represents Public Works Service Worker IIs (“PWSW II”) in the City’s Public Works Department.
- C. The Union filed a grievance alleging that a Solicitation of Interest by the Public Works Field Coordination Office for employees interested in the work assignment of “Transport Specialist” that was limited to Public Works Service Worker I (“PWSW I”) violated the Labor Agreement. The remedy sought for the alleged violation was for PWSW IIs to be considered for the work assignment of “Transport Specialist.”
- D. The Union and the City wish to resolve this matter amicably, without resorting to a hearing, and without agreement as to whether the Labor Agreement was violated.

NOW THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. The Union withdraws the above-described grievance.
2. As consideration for withdrawing the grievance, the Public Works Department will consider PWSW IIs who express interest in, and are qualified for, Transport Specialist work assignments.
3. The Union, as an entity and on behalf of its members individually, agrees that this Settlement Agreement shall not be used in any arbitration or proceeding, except to enforce the terms of this Settlement Agreement. The Union's bargaining unit members are bound by this Agreement as if they had entered into it individually.

This Agreement and its terms shall not establish any precedent within the City and are without precedent or prejudice to future cases. The terms of this Agreement, the circumstances of this case and the discussions leading to this Agreement shall not be referred to, directly or indirectly, in any future case involving any City employee. The terms of this Agreement shall be of no value as evidence and shall not be submitted as evidence in any arbitration, hearing, appeal or other proceeding involving any City employee.


If this provision is violated in any arbitration, hearing, appeal or other proceeding, a mistrial shall be declared and the parties will evenly split the Arbitrator's or Hearing Officer's fee and court reporter's fees, if any.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:



Timothy O. Giles Date 4/10/15



Mark J. Pothen Date 4-2-15