

and

LETTER OF AGREEMENT

RECITALS

WHEREAS, the City of Minneapolis (hereinafter “Employer”) and the Minneapolis Foremens Association (hereinafter “Association”) are parties to a collective bargaining agreement that is currently in force; and

WHEREAS, the collective bargaining agreement states that any additional premiums negotiated by #363 or #49'ers for 2013 will be added to MFA Premium list; and

WHEREAS, Local #363 and #49 negotiated additional premiums at the end of 2013 effective at the beginning of the pay period closest to January 1, 2014;

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED:

1. That said Employer agrees to pay the following premiums agreed to by #363 to MFA members who qualify:

Tunnel and Shaft Premium **0.425**

Paid to all employees when working in an underground tunnel, or underground shaft, and for work performed at locations cited on a list mutually developed by representatives of the Union and Sewer Department Management, as listed in the Sewer Department offices.

Ariel Bucket	0.626	1.189
---------------------	--------------	--------------

Paid to all employees who are assigned to work from an aerial bucket. The higher of the two premiums is paid only when the altitude of the work being performed in the bucket is higher than fifty (50) feet.

Hazwoper	N.A.	1.019
-----------------	------	--------------

Paid to all employees who are assigned work in an environment determined to be contaminated by OSHA or MNPCA standards. The Premium is only paid when employees are required to use respirators or self contained breathing apparatus or similar level of personal protection ("OSHA requires clean shaven for ensured safety") while working in said environment. The criteria for eligibility will be the same as the criteria and current OSHA standards for earning the top Hazwoper premium in previous years.

Miner	1.752
-------	-------

Paid to all employees who are assigned as miner.

Special License or Endorsement	1.5644
---------------------------------------	---------------

Paid to all employees when performing a work assignment requiring Class "A" Commercial Driver's License (CDL) or CDL Special endorsement. Class "A" license premium only paid for operating the following pieces of equipment: **Tractor Trailer**, and **Lowboy**. The premium will be paid for all hours the employee is "responsible" for the equipment and the responsibility for the equipment is the Forman's primary responsibility for the day. The strict "when performed" criteria is waived.

The "Special Endorsement" premium will be paid for the following pieces of equipment: **Jet, Vac, JetVac, Flusher Truck, Trickle Truck, Oil Distributor Truck, and Fuel Truck**. The premium will be paid for all hours the employee is responsible for the equipment and the responsibility for the equipment is the Forman's primary responsibility for the day. The strict "when performed" criteria is waived. The "Special Endorsement" premium will not be paid for operating trucks with temporary tanks attached.

Training Premium In its sole discretion, the Employer may assign an employee to train other employees at an equal or higher level. Without regard to the training topic, a training premium of \$2.868 per hour for all hours shall be paid. The Employer will establish strict assignment protocol.

2. That said Employer agrees to pay the following premiums agreed to by #49 to MFA members who qualify:

"B" rated machines 1.043

Paid when assigned to work the following "B" rated machines: **Crawler Hoe, Paver (Blaw Knox & Gilcrest), Brokk, or Curb Machine.**

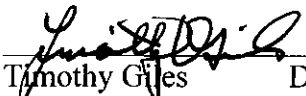
"C" rated machines 1.708

Paid when assigned to work the following "C" rated machines: **Cable Crane, Boom Truck, Snooper, Hydraulic Boom Crane (Carry Dick), or Boring Machine**

3. Each premium listed is paid per hour actually worked in the environment or operating the equipment.
4. That all premiums listed above will be paid effective January 1, 2014 consistent with Section 9.03, Subd. 2.

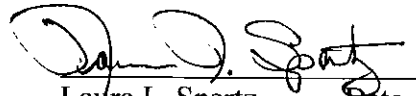
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

 4/4/14

Timothy Gies Date
Director, Employee Services

FOR THE ASSOCIATION:

 4/1/14

Laura L. Spartz Date
MFA Labor Counsel