

CITY OF MINNEAPOLIS
and
CITY EMPLOYEES' UNION, LOCAL UNION
NO. 363 a/w LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO

LETTER OF AGREEMENT
Public Works Service Worker – 1

WHEREAS, the City of Minneapolis (hereinafter “Employer”) and the City Employees’ Union Local No. 363, AFL-CIO (hereinafter “Union”), (the Employer and Union are hereinafter referred to as the “Parties”) are Parties to a collective bargaining agreement effective January 1, 2011 through December 31, 2012, awaiting the negotiation of the successor agreement, (hereinafter “those contract negotiations”); and

WHEREAS, the Parties desire to negotiate the terms and conditions of employment for the newly created classification title, Public Works Service Worker – 1 (PWSW-1);

NOW, THEREFORE, IT IS HEREBY AGREED as follows below:

This Letter of Agreement preempts those contract negotiations and establishes various terms and conditions of employment associated primarily with the creation of the new title, PWSW-1, and the transitioning of employees to the new title. All terms and conditions of employment in the collective bargaining agreement apply to the PWSW-1 title unless expressly modified by this Letter of Agreement. The principles guiding the transitions are as follows:

- The parties desire to retain as many current employees as possible;
- The parties desire to maximize assignment continuity for employees;
- The parties desire to minimize disruption;
- The parties desire to retain as much localized organizational knowledge in the department as possible;
- The parties desire to maximize work assignment flexibility.

The parties agree that where conflicts exist between this document and the CBA this document shall prevail. This Letter of Agreement outlines only those terms, conditions or additional agreements reached by the parties related to PWSW-1.

Additionally, the parties recognize that transition and/or implementation documents are often imperfect or incomplete. For example, there is a structure of titles that build upon one another. Crew Leaders have a relationship with employees for whom they have some responsibility, and there are related “concurrent certifications”. These relationships must and will be closely examined and adjusted, where necessary. The parties are committed to resolving any issues that emerge that have a material effect on the work, the employees or the Employer.

Employees in the following classification titles are eligible for and may be hired into the title of Public Works Service Worker-1: Construction Maintenance Laborer, Solid Waste and Recycling Worker, Truck Driver – Sanitation, Permanent/Intermittent Solid Waste and Recycling Worker, Seasonal Construction Maintenance Laborer, and Truck Driver.

AGREEMENTS ARE AS FOLLOWS:

1. COMPENSATION (Assumed for 2012; subject to 2013 adjustment):

A. Wages:

\$24.07/hr.

B. Premiums: The parties will retain the following premiums, which will be paid on an "as worked" basis:

- I. Aerial Bucket, for all hours worked on an "as worked" basis
 - a. \$0.60/hour to employees assigned to an aerial bucket, or
 - b. \$1.14/hour to employees assigned to an aerial bucket with an altitude of fifty (50) feet or greater
- II. Miner - \$1.68/hour for all hours worked on an "as worked" basis
- III. Special license or endorsement: A work assignment requiring a Class A Commercial Driver's License (CDL) or CDL endorsement will pay a premium of \$1.50 per hour on an "as worked" basis for all hours worked.

C. Benefits:

Regular benefits as defined by the CBA. (LIUNA contribution is on top of the wage in 'A' above. All other calculations related to LIUNA contributions remain the same.)

2. TESTING; ASSIGNMENT; SENIORITY

- A. All current employees in the above named titles will be required to possess a Class B Commercial Driver's License with no air brake restriction (CDL) and pass a "physical agility" test determined by the Employer in order to be hired into the PWSW-1 classification title.
- B. The employer will provide opportunities for employees to prepare themselves for licensure and for the physical agility test.
- C. The physical agility test will be proctored by personnel who are not "front-line" (Foremen or Supervisors) employees of the Public Works Department.
- D. Employees who pass the tests will be hired into the classification title of PWSW-1
- E. All employees who fail to attain their CDL or pass the physical agility test in their first attempt will have until 8/5/13 to attain their CDL and pass the physical agility test.
- F. Employees who fail the initial physical agility test will have at least two opportunities to pass the test. The Employer will schedule at least two retest opportunities for employees who fail. The first opportunity will be at least 30 days after the first test, and the second will be scheduled at the discretion of the Employer. Employees who fail the first test will be notified of the retest schedule and may select the opportunity he/she desires. If an employee selects the first retest opportunity and fails, he/she may retest at the second opportunity.
- G. Employees who are hired into the PWSW-1 title will have his/her City seniority date established as his/her PWSW-1 seniority date.
- H. "Regular employees" who were in "year-round" positions and Permanent/Intermittent Solid Waste and Recycling Workers hired into the title of PWSW-1 will be returned to their positions.
- I. Employees who were in "year-round" positions who fail to have a CDL or who fail to pass the physical agility test will have their positions held until 8/5/13.

- J. After 8/5/13 the positions of "regular employees" who were in "year-round" positions who have not attained a CDL or passed the physical agility test may have their positions offered to the most senior employees who have been hired into the title of PWSW-1 who desire the position.
- K. The Employer will identify all additional "year-round" positions.
- L. All remaining employees who have been hired into the title of PWSW-1 will have the opportunity to select from among all additional "year-round" positions in seniority order, most senior to least senior.
- M. Current employees hired into the title of PWSW-1 who are not placed in "year-round" assignments will be retained as "Seasonal" PWSW-1s.
- N. On a "case-by-case" basis, the Employer in conjunction with the Union will determine how, and under what terms and conditions of employment, employees who fail to attain a CDL or pass the physical agility test will be retained.

3. CONTINUED DIVISIONAL ASSIGNMENT

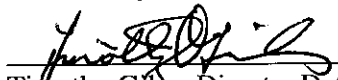
- A. The Employer agrees to honor the "Street Only" list.
- B. The Employer agrees to develop a "maintenance transfer list" type mechanism to assist employees in getting to their division of choice.
- C. The Employer agrees to meet and confer with the Union before finalizing the mechanism.

4. REDUCTION IN FORCE (other titles re: right to return)

- A. Employees who promoted from any of the above named classification titles who are reduced due to layoff will, if they possess a CDL and are able to pass the physical agility test, be hired into the PWSW-1 title with a seniority date of their City seniority date.
- B. Such employees will be assigned by the Employer.
- C. Employees who promoted that are not able to pass all facets of the test will be addressed on a case-by-case basis.

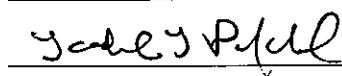
5. This Letter of Agreement will automatically sunset with the ratification of a successor agreement between the parties.

For the City of Minneapolis


 Timothy Gils, Director Date
 City of Minneapolis

 2/28/2013
 Steve Kotke Date
 Public Works Director

For the Union

 2/27/13
 Todd Pufahl Date
 Business Manager
 Laborers Local Union No. 363