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**CITY OF MINNEAPOLIS**

**And**

**CITY EMPLOYEES' UNION, LOCAL UNION  
NO. 363 a/w LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, AFL-CIO  
(LABORERS UNIT)**

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**LETTER OF AGREEMENT  
Contract Modifications**

**WHEREAS**, the City of Minneapolis (hereinafter "Employer") and the City Employees' Union, Local Union No. 363 a/w Laborers' International Union Of North America, AFL-CIO (Laborers Unit), (hereinafter "Union") (jointly "the Parties) are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS**, the Parties desire to modify some of the terms and conditions related to "Premiums" and other issues of pay;

**NOW, THEREFORE BE IT RESOLVED**, as follows:

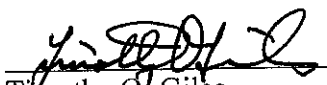
1. The "Hazwoper" premium pay will be clarified to Foremen and Supervisors. The clarification will include the "criteria for eligibility will be the same as the criteria and current OSHA standards for earning the top Hazwoper premium in previous years."
2. The City of Minneapolis will pay card-carrying Journeyperson Construction Craft Laborers at a minimum of Step 2 of the Public Works Service Worker – 1 wage schedule. The Union bears the responsibility for informing the member. The Journeyperson has the responsibility of informing the Employer. The exclusive representative for the Journeyperson will have the opportunity to negotiate a higher wage placement on behalf of the candidate. The City's hiring authority will negotiate on behalf of the City of Minneapolis. (No retroactive offers will be made.)
3. The City of Minneapolis will pay the "Class A" license premium only 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. The strict "when performed" criteria is waived.
4. The City of Minneapolis will pay the "Special Endorsement" premium 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

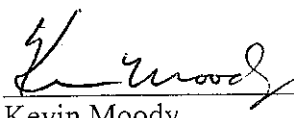
employee is responsible for the equipment. The strict "when performed" criteria is waived.

5. The City of Minneapolis will not pay the "Special Endorsement" premium for operating trucks with temporary tanks attached.
6. The Labor Agreement remains in full force and effect, except as amended by this Agreement.

**THE PARTIES** have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

**FOR THE CITY OF MINNEAPOLIS:**      **FOR THE UNION:**

 1/2/14  
\_\_\_\_\_  
Timothy Q. Giles      Date  
Director, Employee Services

 12/24/13  
\_\_\_\_\_  
Kevin Moody      Date  
Business Manager