
CITY OF MINNEAPOLIS

And

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
DISTRICT LODGE NO. 77, AFL-CIO
(Machinists)**

**LETTER OF AGREEMENT
Arbitrator Panel Maintenance**

RECITALS

The City of Minneapolis (hereinafter "Employer") and the International Association of Machinists and Aerospace Workers, District Lodge #77 (hereinafter "Association"), jointly "The Parties", are Parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in effect.

Section 4.08 of the Labor Agreement provides for the creation of a panel of arbitrators to be used for grievance arbitration.

Section 4.08 of the Labor Agreement does not establish procedures for maintaining the panel of arbitrators.

The Parties now desire to establish procedures to be used to maintain the panel of arbitrators.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The panel will consist of no fewer than five (5) and no more than eight (8) arbitrators.
2. An arbitrator will be removed from the panel upon the occurrence of any of the following events:
 - a. Written mutual agreement between the Employer and Minneapolis Board of Business Agents (MBBA) speaking for the unions who have agreed to the panel.
 - b. The arbitrator is no longer on the BMS Panel.
 - c. The arbitrator has resigned, retired, died, become disabled or has been unavailable to hear cases for a period of longer than twelve (12) months.
 - d. The arbitrator no longer maintains a residence or office in the State of Minnesota, unless the Employer and the MBBA mutually agree to retain the arbitrator.

3. If there is a vacancy on the panel the following procedures will be used to fill the vacancy:
- a. First Step
 - i. The Employer and the MBBA will each submit a list of five (5) arbitrators they propose to add to the panel to the President of the Minneapolis Board of Business Agents, or in his/her absence, the Labor Co-chairperson of the Minneapolis Citywide Labor Management Committee.
 - ii. Any arbitrator whose name is common to both lists will be eligible for selection.
 - iii. If the number of common names exceeds the number of vacancies, the Parties may:
 1. Keep all the commonly identified arbitrators for the Panel as long as the panel does not exceed 8 arbitrators, or
 2. Select via blind draw the name(s) to be selected to fill the vacancies.
 - b. Second Step. If there are no common names on the lists submitted, then the Employer and the MBBA will:
 - i. review the Bureau of Mediation Service's Roster of arbitrators;
 - ii. eliminate all current Panel members;
 - iii. eliminate each Roster member who does not maintain a residence or office in Minnesota, unless the Employer and the MBBA mutually agree to retain the "out-of-state" arbitrator;
 - iv. independently strike the names of the number of arbitrators that represents 25% of the pool of Roster members that remains after step iii, above;
 - v. Establish a list of the arbitrators whose names remain on the list after the preceding steps;
 - vi. After the President of the Board of Business Agents or the Labor Co-chairperson of the Minneapolis Citywide Labor Management Committee has overseen a coin toss to determine which party will make the first strike from the remaining list, the Employer and the MBBA will use the "Alternate Strike" method to reduce the remaining list of arbitrators until the needed number is reached.
 - c. An arbitrator selected from this process will be added to the panel, subject to his/her acceptance of the assignment and agreement as to availability, commitment and the acceptability of his/her established fee structure.
4. Periodically, but not less than once every three (3) years, the Employer and the MBBA will review the list, re-verify each arbitrator's availability and commitment, and approve the fee structure.
5. This Agreement will be appended to the Labor Agreement and will renew automatically with each successor Labor Agreement unless terminated or amended by the written agreement of the Parties.

FOR THE CITY OF MINNEAPOLIS:

FOR THE ASSOCIATION:


 Timothy Giles
 Director, Employee Services

5/19/17
 Date


 John Steigauf
 Business Representative

5-17-17
 Date