ATTACHMENT "B"

CITY OF MINNEAPOLIS

and

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

LETTER OF AGREEMENT
Employment of Temporary Employees

WHEREAS, the City of Minneapolis (the ***Employer*** herein) and the Minneapolis Building and Construction Trades Council, AFL-CIO (the ***Union***) are ***Parties*** to a collective bargaining agreement (the ***Agreement***) which took effect on May 1, 2008 and which remains in effect through April 30, 2011; and

WHEREAS, Section 7.09 (*Permits and Details*) of the Agreement limits the Employer's right to utilize temporary employees to periods no longer than the length of an incumbent employee's absence or six (6) consecutive months, whichever is longer, unless the Parties agree to the contrary in writing; and

WHEREAS, *Minnesota Statutes* Chapter 471 (Local Laws 1988) authorizes the Employer and the Union to enter into agreements concerning the employment of skilled craft and trade employees the terms and provisions of which are more compatible with the changing employment needs of the Employer for temporary employment than are the provisions of the Agreement; and

WHEREAS, the Employer and the Union desire to enter into such an agreement,

THE PARTIES, notwithstanding any other provision of the Agreement to the contrary, agree as follows:

1. The services of the Union's (and/or any of the Union's affiliated Local Unions) *hiring hall* shall be made available to the Employer for the referral of qualified temporary employees. The Union shall refer qualified employees to the Employer for employment on a non-discriminatory basis. Nothing herein shall be construed as a limitation upon the Employer's right to recruit and employ employees from other sources where the Union's hiring hall is unable to meet the Employer's needs in a timely fashion.

2. The temporary employee (*Permit*) limitations set forth in Section 7.09 (*Permits and Details*) shall not apply to persons employed under the

provisions expressed herein. Rather, such temporary employees may ordinarily be employed for periods of six (6) consecutive calendar months or less or for longer periods where the employment is associated with a special or capital-funded project.

3. Persons employed under the provisions expressed herein shall be *at will* employees, i.e., they shall serve at the pleasure of the Employer. Such employees may be released from employment within the sole discretion of the Employer without regard to *seniority* or to *just cause* as those terms are used in the Agreement or elsewhere. Notwithstanding the provisions at paragraph 6, below, the release of a temporary employee from employment shall not be subject to review under the grievance or arbitration provisions of the Agreement or the rules and regulations of the Minneapolis Civil Service Commission.

4. None of the pay or benefit provisions of the Agreement shall apply to temporary employees. Such employees shall be paid the basic hourly wage rate established by the Union's (or its affiliated Local Union) prevailing area-wide collective bargaining agreement. The Employer shall also make appropriate contributions to the pension, welfare, fringe benefit and local apprenticeship funds specified by the area collective bargaining agreement. No wage or fund contribution shall be paid for time not actually worked.

5. The Employer shall schedule the hours of work for all persons employed under these provisions. Such employees shall be permitted reasonable time off without pay or benefits for vacations, holidays and sick leave provided such time off is requested and approved in advance. Temporary employees employed under these provisions shall be paid overtime for all work actually performed over eight (8) hours in any work day and/or forty (40) hours in any work week and for all work performed on any Saturday. Double-time shall be paid for all work performed on any Sunday or on a day recognized by the Agreement as a *holiday* and for all work performed on an emergency call-back basis.

6. The grievance and arbitration provisions of the Agreement shall be observed to resolve any dispute over the provisions set forth herein.

NOW, THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representatives whose signatures appear below:

(This document signed by below parties)

Timothy O. Giles	Michael Hawthorne
Director, Employee Services	Business Representative