

ATTACHMENT "B"

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CITY OF MINNEAPOLIS

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO.  
292, AFL-CIO

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**LETTER OF AGREEMENT**  
**Employment of Temporary Employees**

WHEREAS, the City of Minneapolis (the *Employer* herein) and the International Brotherhood of Electrical Workers, Local No. 292, AFL-CIO (the *Union*) are *Parties* to a collective bargaining agreement (the *Agreement*) that is currently in force; 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 *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. When making reductions in the number of employees due to the lack of work, "book two" employees shall be laid off prior to a "book one" employee.
  
4. None of the pay or benefit provisions of the Agreement shall apply to temporary employees. For the period May 1, 2005 through April 30, 2008, such employees shall be paid the basic hourly wage rate established by the Union's 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. In accordance with the Union's prevailing area-wide collective bargaining agreement, hours worked in excess of regular hours on regular work days Monday through Friday, inclusive, shall be paid for at one and one-half (1&1/2) times the regular rate of straight time up to 12:00 midnight. However, work performed in excess of ten (10) hours in a workday will be paid at double time. All other times shall be paid for at double the rate of single time which includes Saturdays, Sundays and any day recognized by the Agreement as a holiday and for all work performed on an emergency call-back basis. There shall be no duplication or pyramiding of these overtime/premium provisions.
  
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:

**CITY OF MINNEAPOLIS**

**UNION**

  
 \_\_\_\_\_ 10/11/06  
 Timothy O. Giles Date  
 Director, Employee Services

  
 \_\_\_\_\_ 10/13/06  
 Everett Pettiford Date  
 Business Representative