CITY OF MINNEAPOLIS

And

International Union of Equipment Operating Engineers, Local No. 49, AFL-CIO

LETTER OF AGREEMENT
Winter Work Reserve Pool and Ancillary Agreements

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the International Union of Equipment Operating Engineers, Local No. 49, (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to develop a pool of qualified employees that may be called upon to supplement the snow and ice control needs of the City of Minneapolis;

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period of approximately Thanksgiving through approximately April 1, 2012, unless there is mutual written agreement to officially extend or modify::

1. This agreement refers only to Permanent Construction Equipment Operators (CEO) as defined in the Collective Bargaining Agreement between the City of Minneapolis and the International Union of Equipment Operating Engineers, Local No. 49, AFL-CIO.
2. The Employer shall retain up to 35 CEO positions to be part of the "Core" employee work contingent for snow/ice response. "Core" employees are those CEO's assigned to the Street Division during the winter season. "Core" employees shall be assigned to non-CEO work if the demand for CEO work is insufficient for the number of CEOs. The Employer may allow CEO's to decline work and be removed from pay status for the duration of the alternate, non-CEO, assignment; the decision will be made based on the critical nature of the assignment, and
3. CEO's in excess of 35 shall be provided the opportunity to join the "Reserve Pool", and
4. CEO's in excess of 35 may volunteer for layoff provided they make this commitment by 8/31/2011, and

The following terms and conditions shall govern the utilization of CEO's who select to be in the "Reserve Pool".

1. Schedules/Bidding
    a. The Employer shall establish schedules that include two (2) 12-hour shifts per day, 7 days per week. Reserve Pool employees shall commit to be "available" 5 days/week for one (1) 12-hour shift each day. Shifts shall be bid in order of seniority.
2. Benefits
    a. Employer subsidized or Employer paid benefits: The Employer shall continue benefits for "Reserve Pool" employees the same as all other regular employees.
    b. Sick and vacation leave accrual: "Reserve Pool" employees shall accrue sick and vacation leave based on the straight time hours actually worked.
3. Call-out Order
    a. Snow/ice control work shall be assigned in the following general order:
        i. Core employees working their regular shift.
        ii. Reserve employees on "Available" status in seniority order.
        iii. Supplemental and/or Permit employees, at the discretion of the Employer. Local No. 49 bargaining unit members not typically used in snow operations will be the first considered when looking for supplemental employees. However, the Employer in its sole discretion will make the final determination of employees to be utilized as Supplementals.
4. Wages
    a. CEOs in the Reserve Pool shall be compensated at the rate of $98.53/day (hereinafter "Availability Pay") for their commitment to be "available" to provide service as specified in section "6" below in this same section.
    b. Wages, including shift differential and premium rates, shall apply for hours actually worked as outlined in the CBA Section 10.04, Subd. 1, b).
    c. "Availability Pay" for each day actually worked (except for item d below) shall be forfeited, but in no case shall compensation in one day be less than the equivalent "Availability pay". However, when employees are called to work for a "winter work" related assignment, it shall be for a minimum of eight (8) hours. "Winter work" may include, but is not limited to snow and ice control, street cleaning or sweeping, pothole repair, flood control or other winter season field activities.
    d. CEOs may be called to work for non-winter work, training or other administrative activities. Under such circumstances compensation shall be as follows:
        i. The employee shall be paid his/her contract rate for each hour up to a maximum of four (4). For four (4) or fewer hours, the pay shall be in addition to the employee's availability pay.
        ii. If the employee is present for more than four (4) hours, the employer shall provide sufficient work for eight (8) hours. If the employer provides sufficient work for eight (8) hours, the

employee shall be paid for the eight (8) hours at his/her contract rate, and shall forfeit availability pay for the day.

5. Holidays
    a. Employees scheduled for "Availability" on Employer designated holidays shall be relieved of their "Availability" commitment on an alternate day assigned by the Employer, identified on the bid sheet and with input from the Union. The employee's relief of duty on an alternate day shall be scheduled in conjunction with the employee's regular days off to create a "3-day off" scenario similar to "Core" employees.
    b. Hours actually worked on holidays shall be compensated at 1.5 times the regular hourly wage.
6. Available
    a. "Available" means the employee is obligated to report to work within a reasonable time when called by the Employer during his/her scheduled shift. "Reasonable" shall be determined by the Employer based on the timing of the call and the need for service along with the geographic proximity of his/her primary domicile.
    b. "Reserve Pool" employees shall be "Available" during their scheduled shifts, on December 25 and January 1, and for all declared Snow Emergencies. "Reserve Pool" employees may be called at times other than their scheduled shift but shall have no obligation to respond.
    c. An employee may remove him/herself from "Available" status when sick or during approved vacation leave. When sick, an "Available" employee will call at least one (1) hour prior to the beginning of his/her scheduled shift. When an employee removes him/herself from "Available" status, the employee shall use 4 hours of sick or vacation time per day of unavailability. The employee shall accrue benefits for vacation and sick time actually used.
    d. "Available" employees not responding when called during his/her scheduled shift shall have the following penalties:
        i. 1st incident - Warning
        ii. 2nd incident – Forfeit three (3) days of Availability pay ($289.80) to be implemented during the following two week work period following finalization without a change in "availability" expectation.
        iii. 3rd incident – subject to termination

    Communication is absolutely necessary to ensure that service is provided with the least amount of disruption to both Employees and the City. This includes both communication amongst employees and between Employees and the Dispatch Office. Good communication will ensure a standard of reasonableness can be proactively applied to individual case by case situations.
7. Meet and Confer

a. The employer agrees to meet and confer with the unions prior to the establishment of work schedules (Bids) for Core and Reserve employees.
b. The employer agrees to meet and confer with the union to review the assignment and call-out procedures for the season before changes are made. (For reference purposes, the current call-out procedures are attached.)

Additional Agreements:

Employee response to Snow Emergencies

Communication is absolutely necessary to ensure that service is provided with the least amount of disruption to both Employees and the City. This includes both communication amongst employees and between Employees and the Dispatch Office. Good communication will ensure a standard of reasonableness can be proactively applied to individual case by case situations.

1. Core employees are expected to report to all declared Snow Emergencies and shall be subject to progressive discipline for non-responsiveness absent unusual circumstances, and
2. At the time of the bid, Core and Reserve CEOs may identify one (1) work shift that he/she may be excused from responding for Snow Emergencies (i.e., no penalty if called) so long as the total number of Core and Reserve CEOs on a given shift that are able to respond does not fall below 90%. If a Reserve employee so identifies a shift and it is one of their regularly scheduled shifts, he/she shall forfeit availability pay for the day but may use four (4) hours of accrued leave the same as for vacation. If, however, the Reserve employee is called and works, he/she shall be paid for all hours actually worked and need not use accrued leave.

   Additional time may be approved at the sole discretion of the employer upon the written request by the employee.

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:**	
9-9-11		9-9-11	
Timothy O. Giles	Date	Todd Doncavage	Date
Director, Employee Services		Business Representative	