

**CITY OF MINNEAPOLIS**  
and  
**MINNESOTA TEAMSTERS PUBLIC AND  
LAW ENFORCEMENT EMPLOYEES  
UNION, Local No. 320**

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**LETTER OF AGREEMENT  
Transition - Truck Drivers**

**WHEREAS**, the City of Minneapolis (hereinafter "Employer") and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320 (hereinafter "Union"), (the Employer and Union are hereinafter referred to as the "Parties") are Parties to a collective bargaining agreement effective January 1, 2011 through December 31, 2012, awaiting the negotiation of the successor agreement (hereinafter "those contract negotiations"); and

**WHEREAS**, the Parties desire to negotiate the terms and conditions of employment for Truck Drivers and Truck Drivers – Sanitation (Truck Drivers and Truck Drivers–Sanitation shall hereinafter be referred to as "Truck Drivers") who are not hired into the classification titles of Public Works Service Worker-1 (PWSW-1) or Public Works Service Worker-2 (PWSW-2);

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows below:

This Letter of Agreement preempts those contract negotiations and establishes various terms and conditions of employment associated primarily with the creation of the new titles, PWSW-1 and PWSW-2, and to provide current Truck Drivers an option to being hired into the new titles. All terms and conditions of employment in the collective bargaining agreement apply to Truck Drivers unless expressly modified by this Letter of Agreement. The principles guiding the transitions are, in order of importance, as follows:

- The parties desire to retain as many current employees as possible;
- The parties desire to maximize work assignment flexibility;
- The parties desire to retain as much localized organizational knowledge in the department as possible;
- The parties desire to minimize disruption;
- The parties desire to maximize assignment continuity for employees;

The parties agree that where conflicts exist between this document and the CBA this document shall prevail. This Letter of Agreement outlines only those terms, conditions or additional agreements reached by the parties related to PWSW-1 and PWSW-2 and associated transition issues.

Additionally, the parties recognize that transition and/or implementation documents are often imperfect or incomplete. The parties are committed to resolving any issues that emerge that have a material effect on the work, the employees or the Employer.

## AGREEMENTS ARE AS FOLLOWS:

1. The Union shall cancel the Hearing scheduled for April 15, 2013 and immediately withdraw its Petition for Clarification of Appropriate Unit regarding the classification titles of Public Works Service Worker -1 and Public Works Service Worker-2.
2. Public Works Service Worker
  - A. All Truck Drivers will be required to pass a “physical agility” test determined by the Employer in order to be hired into the PWSW-1 classification title.
  - B. Truck Drivers are eligible to compete for, and be promoted into, the classification title of PWSW-2.
  - C. The employer will provide opportunities for employees to prepare themselves for the physical agility test.
  - D. The physical agility test will be proctored by personnel who are not “front-line” (Foremen or Supervisors) employees of the Public Works Department.
  - E. All employees who fail to pass the physical agility test in their first attempt will have until 9/7/13 to pass the physical agility test.
  - F. Employees who fail the initial physical agility test will have at least two opportunities to pass the test. The Employer will schedule at least two retest opportunities for employees who fail. The first retest opportunity will be at least 30 days after the first test, and the second will be scheduled at the discretion of the Employer. Employees who fail the first test will be notified of the retest schedule and may select the opportunity he/she desires. If an employee selects the first retest opportunity and fails, he/she may retest at the second opportunity.
  - G. Employees who pass the physical agility test will be hired into the classification title of PWSW-1, become members of Local 363, and will be governed by the terms and conditions of employment negotiated with Local 363.
  - H. Employees who are promoted into the classification title of PWSW-2 will become members of International Union of Operating Engineers Local Union No. 49 (hereinafter “Local 49”), and will be governed by the terms and conditions of employment negotiated with Local 49.
  - I. The Employer shall attempt to facilitate waivers of any initiation fees for Truck Drivers who are hired as Public Works Service Workers and become members of Local 363 or Local 49.
3. Truck Drivers Not Qualified for PWSW-1 or PWSW-2
  - A. Truck Drivers who decline to take or fail the physical agility test may remain a Truck Driver represented by Local 320 for the life of the collective bargaining agreement.
  - B. Truck Drivers will be governed by the terms and conditions below, which will be incorporated in the successor agreement without further negotiations.
  - C. The 2013 wage for Truck Drivers will be adjusted by the adjustment negotiated between either Local 49 and the City for PWSW-2 or Local 363 and the City for PWSW-1, whichever is greater.
  - D. Truck Drivers will be offered alternative available work when there is no Truck Driver work available. Additionally, Truck Drivers may be requested to perform non-Truck Driver work for which he/she may be qualified. The Employer, in its sole discretion, shall determine the availability of work. If the Truck Driver refuses to perform the requested work, the Truck Driver may be released without pay. Under such circumstance, the Truck Driver may use available vacation or compensatory time to fill in for paid time to be lost, or have the time recorded as excused, no pay status.

- E. There will be **no premiums** assumed to be available for Truck Drivers. The Successor Agreement will eliminate premiums.
- a. Equipment that was previously considered premium equipment may be first assigned to Public Works Service Worker- 1's, Public Works Service Worker-2's or Truck Drivers.
  - b. If a Truck Driver is assigned to operate a piece of equipment that formerly paid a premium, the Truck Driver will be paid as a PWSW-1 or PWSW-2, as appropriate, including any specialized premium available to PWSW-1 or PWSW-2, as applicable, for all hours actually worked.
- F. To the extent practicable Truck Drivers will be assigned to a work division or unit. When assigned to a division or unit, Truck Drivers will follow the work assignment and overtime protocol of the division or unit. Truck Drivers will have no jurisdictional rights or seniority claims to assignments or particular pieces of equipment.

4. This Letter of Agreement will automatically sunset with the ratification of a successor agreement between the parties.

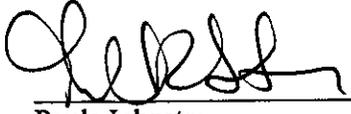
For the City of Minneapolis

For the Union

 4/25/13  
Date  
Timothy Giles  
Director, Employee Services  
City of Minneapolis

 4-23-13  
Date  
Craig Johnson  
Business Representative  
Teamsters Local No. 320

 5/1/13  
Date  
Steven A. Kotke  
Public Works Director

 4/23/13  
Date  
Paula Johnston  
Attorney  
Teamsters Local No. 320