
CITY OF MINNEAPOLIS

And

**CITY EMPLOYEES' UNION, LOCAL UNION
NO. 363 a/w LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO**

**LETTER OF AGREEMENT
Transportation Maintenance and Repair Division, Streets – Shift Workers**

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the City Employee' Union Local No. 363, AFL-CIO (hereinafter "Union"), (the Employer and Union are hereinafter referred to as the "Parties") are Parties to a collective bargaining agreement effective January 1, 2015 through December 31, 2017 (hereinafter "Agreement"); and

WHEREAS, the Transportation Maintenance and Repair Division, Streets Section of Public Works provides a 24/7/365 response service that requires staffing outside of the normal work day and normal work week, including staffing on holidays; and

WHEREAS, certain employees are permanently assigned to a defined set of work shifts to provide such response coverage; such employees are known as "Shift Workers"; and

WHEREAS, to maintain the response service it may not be possible to schedule holidays for all Shift Workers;

WHEREAS, the Parties desire to have Shift Workers fairly compensated when holidays or alternative days off cannot be scheduled;

NOW, THEREFORE, IT IS HEREBY AGREED,

1. If a holiday falls on a Shift Worker's regularly scheduled work day, the terms of the Agreement shall apply regarding holiday time off or pay for the holiday worked.
2. If a holiday falls on a Shift Worker's regularly scheduled day off, and the Employer does not schedule the Shift Worker to take the holiday on an alternative day off, the Shift Worker shall be paid at a rate of two (2) times their regular rate of holiday pay, plus appropriate overtime pay for all hours worked. This provision will not apply to the Day After Thanksgiving holiday.
3. The effective date of this Letter of Agreement shall be January 1, 2015.
4. These terms and conditions will be incorporated into individual collective bargaining agreements without further negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

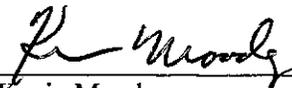
FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:



Timothy Q. Giles
Director, Employee Services

10/2/15
Date



Kevin Moody
Business Manager, Local 363

10/2/15
Date