
CITY OF MINNEAPOLIS

And

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

**LETTER OF AGREEMENT
Public Works Service Worker-1 Trainee**

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the City Employees' Union, Local Union No. 363 a/w Laborers' International Union Of North America, AFL-CIO (Laborers Unit), (hereinafter "Union") are parties to a Collective Bargaining Agreement (hereinafter "Agreement") that is currently in force; and

WHEREAS, the Parties desire to develop a "Public Works Service Worker-1 Trainee" title (PWSW-1 Trainee) to develop candidates for the title Public Works Service Worker - 1;

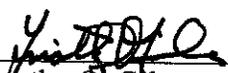
NOW, THEREFORE BE IT RESOLVED that the title "PWSW-1 Trainee" is created and is subject to the following terms and conditions of employment:

1. The pay for the title will consist of a "start" rate of \$15.01 per hour and a pay upon the completion of six months with a Class B Commercial Driver's License (without air brake restriction) rate of \$16.08 per hour. Such pay will be subject to the collective bargaining process. Employees in the title PWSW-1 Trainee will be eligible for health care, life insurance, sick leave accrual, vacation leave accrual, and long-term disability benefits as all other employees, except the option of negative vacation balances.
2. Employees in the title PWSW-1 Trainee will not be eligible for the "Job Bank" program, as defined by the Agreement.
3. PWSW-1 Trainees are on probation for the first twelve months (2080 hours) of actual work, including sick and vacation leave.
4. PWSW-1 Trainees not offered winter employment will be afforded the same conditions as seasonal employees; however, if winter employment or the "Reserve Pool" is offered and refused, the employee will be considered laid off and subject to COBRA requirements. Such employees may, at the discretion of the Employer, be released.

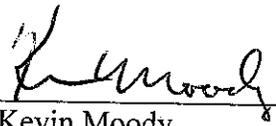
5. During the first twelve months, the Employer shall provide training in a manner determined by the Employer, and the PWSW-1 Trainee is required to complete all training as requested or directed.
6. Employees will move to the six-month rate if, and only if, they are in good standing and have earned their Commercial Driver's License (without air brake restriction).
7. Employees not earning the requisite Class B Commercial Driver's License within the first six months of employment will be released, and such release is not subject to the grievance procedure.
8. At the discretion of the Employer, and after Winter Work opportunities have been offered to Public Works Service Worker-1's, PWSW-1 Trainee's may be assigned to either Winter Work or the Reserve Pool. Such assignment will be based on skill level and will not be subject to the grievance procedure.
9. Employees earning the requisite Class B Commercial Driver's License, and completing twelve months of actual work will be promoted to the classification title of Public Works Service Worker-1.
10. Employees promoted to the classification title of Public Works Service Worker-1 will serve a three month probationary period as described by the Agreement.
11. At the sole discretion of the Employer, employees released during the promotional probationary period may be released or returned to the PWSW-1 Trainee title, including wage reduction to the after six month rate. Such release or demotion shall not be subject to the grievance procedure.
12. Terms and conditions of employment contained in the Agreement but not addressed in this Letter of Agreement shall not apply to PWSW-1 Trainee.

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:**



 Timothy Q. Giles 10/2/14
 Director, Employee Services Date



 Kevin Moody 10/1/14
 Business Manager Date