

**CITY OF MINNEAPOLIS**

**And**

**Minnesota Teamsters Public and Law  
Enforcement Employees Union  
Local 320 (Drivers Unit)**

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**LETTER OF AGREEMENT  
Truck Driver Reserve Assignment**

**WHEREAS**, the City of Minneapolis (hereinafter “Employer”) and the Minnesota Teamsters Public and Law Enforcement Employees Union Local 320 (Drivers Unit) (hereinafter “Union”) are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS**, the Parties desire to develop a “Reserve Assignment” for Donald Hildreth (herein, The Employee) who 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, 2015 unless there is mutual written agreement to officially extend or modify. The following terms and conditions shall govern the utilization of The Employee who shall be in the “Reserve Assignment.”

**1. Schedule**

- a. The Employer shall establish schedules that include two (2) 12-hour shifts per day, 7 days per week. The Reserve Assignment Employee shall commit to be “available” 5 days/week for one (1) 12-hour shift each day. Shifts for this agreement will be a day shifts, Monday through Friday, but may be modified if the employee agrees to a modification.

**2. Benefits**

- a. Employer subsidized or Employer paid benefits: The Employer shall continue benefits for the “Reserve Assignment” Employee the same as all other seasonal employees in the classification Public Works Service Worker – I (Laborers Local 363).
- b. Sick and vacation leave accrual: The “Reserve Assignment” employee 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 as defined in the 2014-2015 Winter Call-Out Assignment Procedures.
4. Wages
  - a. The Employee in the Reserve Assignment shall be compensated at the rate of \$125.00 per day (hereinafter "Availability Pay") for his commitment to be "available" to provide service as specified in section "6" below in this same section.
  - b. Wage rates shall apply for hours actually worked as outlined in the CBA.
  - c. A "Shift Differential", as defined in the CBA, shall be paid to The Employee for all hours actually worked on the qualifying shift.
  - d. "Availability Pay" for each day actually worked (except for item e below) shall be forfeited, but in no case shall compensation in one day be less than the equivalent "Availability pay". However, when The Employee is 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.
  - e. The Employee 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 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 contract rate, and shall forfeit availability pay for the day.
5. Holidays
  - a. If The Employee is scheduled for "Availability" on Employer designated holidays, he shall be relieved of his "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 other employees scheduled for Winter Work.
  - 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. The "Reserve" assignment Employees shall be "Available" during his scheduled shifts, on December 25 and January 1, and for all declared Snow Emergencies. The Employees may be called at times other than their scheduled shift but shall have no obligation to respond.
- c. The Employee may remove himself from "Available" status when sick or during approved vacation leave. When The Employee removes himself 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. If The "Available" Employee does not respond when called during his scheduled shift, he shall have the following penalties:
  - i. 1<sup>st</sup> incident - Warning
  - ii. 2<sup>nd</sup> incident – Penalty of 3 days Availability pay (\$375.00) to be implemented during the following two week work period following finalization without a change in "availability" expectation.
  - iii. 3<sup>rd</sup> incident – subject to termination from the Reserve Assignment and reassignment as determined by the Employer.

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 Field Resource Office. Good communication will ensure a standard of reasonableness can be proactively applied to individual case by case situations.

1. Truck Drivers assigned to Winter Work in the Transportation Maintenance & Repair Division – Street Department are required to respond to all declared Snow Emergencies and shall be subject to progressive discipline for non-responsiveness, and

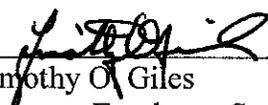
2. At the time of the bid, Truck Drivers assigned to Winter Work in the Transportation Maintenance & Repair Division – Street Department may identify one (1) work shift that he/she may be excused from responding for Snow Emergencies (i.e., no penalty if called) so long as the total number of Winter Work assigned staff on a given shift that are able to respond does not fall below 90%. If the Reserve Employee so identifies a shift and it is one of their regularly scheduled shifts, he 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 shall be paid for all hours actually worked and need not use accrued leave.

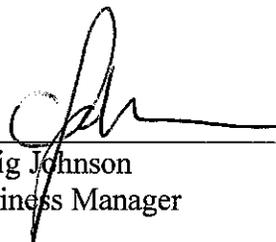
Additional time may be approved at the sole discretion of the employer upon the written request by The Employee.

**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:**

  
\_\_\_\_\_  
Timothy O. Giles                      11/20/14  
Director, Employee Services                      Date

  
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Craig Johnson                      11-17-14  
Business Manager                      Date