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**CITY OF MINNEAPOLIS**

**And**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
DISTRICT COUNCIL NO. 5, LOCAL  
UNION NO. 9, AFL-CIO  
(Attorneys Unit)**

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**LETTER OF AGREEMENT  
Classification Maintenance Study / Staffing Level Review**

**WHEREAS**, the City of Minneapolis (“Employer”) and American Federation of State, County and Municipal Employees, district Council No. 5, Local Union No. 9, AFL-CIO, (“Union”) are parties (collectively “the parties”) are parties to a Collective Bargaining Agreement (“Labor Agreement”) that is currently in effect; and

**WHEREAS**, the Employer has the exclusive right to classify all positions covered in the Labor Agreement per Section 9.01 Subd. 1; and

**WHEREAS**, the Union is the exclusive representative for all classifications covered in the Labor Agreement; and

**WHEREAS**, Minneapolis Civil Service Commission administers the classification system in accordance with the terms described in Section 9.01 Subd. 2 of the Labor Agreement; and

**WHEREAS**, the Parties agree a study of all classifications covered by the Labor Agreement, to ensure an accurate job specification and compensation structure, will benefit service goals.

**NOW, THEREFORE BE IT RESOLVED**, that the Parties agree:

**1. Classification Maintenance Study:**

- The Employer will conduct a Classification Maintenance Study (“Study”) for all classifications covered in the Labor Agreement. The Study will be completed no later than April 30<sup>th</sup>, 2023.
- If a class or group of positions is reclassified pursuant to the Study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be placed into the reclassified position and the incumbent employee’s pay shall be affixed at the same step as the previous classification. The effective date of the reclassification for pay purposes shall be upon the approval of the first available budget following completion of the Study. Incumbent employees shall maintain the

classification seniority date of their previous classification as the classification seniority date of the new classification.

- The City will establish appropriate classification job descriptions based on this Study.
- This Letter of Agreement shall apply only to the incumbent employees who have been permanently certified to the impacted positions.
- The findings of the Study will be provided to the Union.
- Any compensation adjustment by the Employer shall be based on a reputable market analysis or reputable job survey data pertaining to the position.
- Incumbents of positions will not experience a decrease in compensation or demotion based on the implementation of the Study results. After implementation of the study results, employees will be expected to perform the duties of the classification they hold.

**2. Appropriate Staffing Levels Within the Department:**

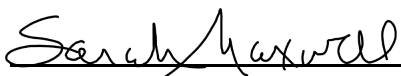

- The Employer agrees to review the appropriate staffing levels within the department.
  - The Employer acknowledges that determining the appropriate staffing levels of all classifications is an important goal of the Department.
  - After the Employer determines the appropriate staffing levels to meet service needs, they will incorporate those findings into the next available City budget request made by the Department Head or their designee.
3. Nothing in this Letter of Agreement modifies the obligations to negotiate mandatory subjects of bargaining under PELRA.
  4. The parties' Labor Agreement is not amended and remains in full force and effect, except as expressly provided herein.
  5. This agreement shall set no precedent and shall not be cited except for enforcement of the terms herein.

**THE PARTIES** have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Holland Atkinson                      6/27/22                      Date  
Director, Labor Relations

**FOR THE UNION**

                      6/27/22  
\_\_\_\_\_  
Sarah Maxwell                      Date  
President  
                      6.27.22  
\_\_\_\_\_  
David Bard                      Date  
Business Agent

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**CITY OF MINNEAPOLIS**

**And**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
DISTRICT COUNCIL NO. 5, LOCAL  
UNION NO. 9, AFL-CIO  
(Attorneys Unit)**

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**LETTER OF AGREEMENT  
Classification Maintenance Study / Staffing Level Review  
(AMENDED 9/29/2023)**

**WHEREAS**, the City of Minneapolis (“Employer”) and American Federation of State, County and Municipal Employees, district Council No. 5, Local Union No. 9, AFL-CIO, (“Union”) are parties (collectively “the parties”) are parties to a Collective Bargaining Agreement (“Labor Agreement”) that is currently in effect; and

**WHEREAS**, the Employer has the exclusive right to classify all positions covered in the Labor Agreement per Section 9.01 Subd. 1; and

**WHEREAS**, the Union is the exclusive representative for all classifications covered in the Labor Agreement; and

**WHEREAS**, Minneapolis Civil Service Commission administers the classification system in accordance with the terms described in Section 9.01 Subd. 2 of the Labor Agreement; and

**WHEREAS**, the Parties agree a study of all classifications covered by the Labor Agreement, to ensure an accurate job specification and compensation structure, will benefit service goals.

**NOW, THEREFORE BE IT RESOLVED**, that the Parties agree:

**1. Classification Maintenance Study:**

- The Employer will conduct a Classification Maintenance Study (“Study”) for all classifications covered in the Labor Agreement. The Study will be completed no later than November 15, 2023.
- If a class or group of positions is reclassified pursuant to the Study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be placed into the reclassified position and the incumbent employee’s pay shall be affixed at the same step as the previous classification. The effective date of the reclassification for pay purposes shall be upon the approval of the first available

budget following completion of the Study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the new classification.

- The City will establish appropriate classification job descriptions based on this Study.
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**2. Appropriate Staffing Levels Within the Department:**

- The Employer agrees to review the appropriate staffing levels within the department.
  - The Employer acknowledges that determining the appropriate staffing levels of all classifications is an important goal of the Department.
  - After the Employer determines the appropriate staffing levels to meet service needs, they will incorporate those findings into the next available City budget request made by the Department Head or their designee.
3. Nothing in this Letter of Agreement modifies the obligations to negotiate mandatory subjects of bargaining under PELRA.
  4. The parties' Labor Agreement is not amended and remains in full force and effect, except as expressly provided herein.
  5. This agreement shall set no precedent and shall not be cited except for enforcement of the terms herein.

**THE PARTIES** have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER**

Rasheda Deloney 10/16/2023  
Rasheda Deloney Date  
Director, Labor Relations

**FOR THE UNION**

Sarah Maxwell 10/10/23  
Sarah Maxwell Date  
President

David Bard 10/16/23  
David Bard Date  
Business Agent