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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  
(Attorney's Unit)

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**LETTER OF AGREEMENT**

**Modifying Article 13 -  
Leaves of Absence Without  
Pay**

**WHEREAS**, the City of Minneapolis (hereinafter "City") and the AFSCME Attorney's Unit (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

**WHEREAS**, the parties agree that employees who transfer or promote after being certified in a bargaining unit classification to a confidential attorney position in the Minneapolis City Attorney's Office should be entitled to take a leave of absence from the bargaining unit classification with rights to return to the bargaining unit, except in the case that they are discharged from the confidential attorney position for just cause or resign from employment with the Minneapolis City Attorney's Office; and

**WHEREAS**, the parties agree that such an employee should continue to accrue classification seniority while on such a leave of absence;


**NOW, THEREFORE IT IS AGREED**, that Article 13 -Leaves of Absence Without Pay be modified to add a new section:

Section 13.04 - Confidential Leave

Any unit attorney who has been certified in a bargaining unit classification, and who is appointed to a confidential Assistant City Attorney II HR/LR position (Position Number 1933) within the Minneapolis City Attorney's Office, shall be deemed to be on a leave of absence from their civil service bargaining unit classification during their tenure in such confidential Assistant City Attorney II HR/LR position ("Confidential Leave"). Upon the termination of their Confidential Leave, except for a discharge for just cause or resignation from employment with the Minneapolis City Attorney's Office, they shall be returned to a position in their civil service bargaining unit classification. If no vacancy is available in their civil service bargaining unit classification, seniority shall prevail, and the attorney most recently certified to the classification shall be returned to the civil service bargaining unit classification they held prior to their certification. While on Confidential Leave, attorneys shall continue to accrue classification seniority in their civil service bargaining unit classification and City seniority.

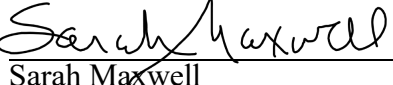
THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

**FOR THE EMPLOYER:**

 8/14/2023  
Rasheda Deloney Date  
Director, Labor Relations

**FOR THE UNION:**

 8.14.23  
David Bard Date  
Business Manager

 8/14/23  
Sarah Maxwell Date  
President