
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)**

LETTER OF AGREEMENT

**Providing for an Exception to
Article 7 –
Filling Promotional Positions**

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

WHEREAS, the Minneapolis Civil Service Rule 12.05, Reinstatement of Employees Who Resigned from the Classified Service, provides that former City employees may be reinstated within two years of resignation in good standing to the top of an open list of eligible candidates for a position in the class they last held and achieved permanent status, or a lower level position for which the employee achieved permanent status, so long as the employee meets the current minimum qualifications for the position and is qualified to perform the work; and

WHEREAS, Article 7, Section 7.02 of the Labor Agreement provides for filling Assistant City Attorney III vacancies through promotional lists rather than through open lists, and through a 10-day posting process; and

WHEREAS, the Assistant City Attorney III class has been renamed Lead Assistant City Attorney; and

WHEREAS, due to significant work needs of the Civil Litigation Division for another highly experienced civil litigator to be a team lead, the City wishes to fill a vacant Lead Assistant City Attorney position in the Civil Litigation Division (the “Vacant Position”), by reinstatement of a former employee who achieved permanent status in the Assistant City Attorney III classification in the Civil Litigation Division, and to do so without the City posting the position either for an open list or a promotional list; and

WHEREAS, the Union agrees to permit the City to fill the Vacant Position in this manner; and

WHEREAS, Rule 1.03 of the Civil Service Rules provides that labor agreements supersede the Civil Service Rules when they overlap;

NOW, THEREFORE, IT IS AGREED, that:

1. This Letter of Agreement creates an exception to Article 7 of the Labor Agreement for the Vacant Position, as provided in Paragraphs 2 and 3 below.

2. Notwithstanding Article 7 of the Labor Agreement, the Vacant Position may be filled by reinstatement of a former employee who achieved permanent status in the Assistant City Attorney III classification in the Civil Litigation Division, so long as the requirements listed in Civil Service Rule 12.05 A. through E. are satisfied.
3. Notwithstanding Civil Service Rule 12.05 and Article 7 of the Labor Agreement, the Vacant Position is not subject to any posting process, either through an open list or a promotional list, if it is filled through reinstatement of a former employee who achieved permanent status in the Assistant City Attorney III classification in the Civil Litigation Division.
4. If the Vacant Position is filled through reinstatement of a former employee who achieved permanent status in the Assistant City Attorney III classification in the Civil Litigation Division, consistent with Civil Service Rule 12.06, the employee will be treated as a new employee for the purposes of City seniority and classification seniority, except for credit for vacation increments, which will be as provided in Civil Service Rule 17.07.A.
5. Reinstatement of a former employee pursuant to this Letter of Agreement will not cause layoffs in the Attorney's Unit and will not cause permits in effect as of the date of this Letter of Agreement to be ended early.
6. This Letter of Agreement expires the earlier of when the Vacant Position is filled or when the Labor Agreement expires or is terminated.
7. Both the City and the Union agree that this Letter of Agreement addresses a unique set of circumstances. This Letter of Agreement shall not be used by either party as evidence of a past practice, precedent, or agreement to a future course of action with respect to the subject matter herein.

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

FOR THE EMPLOYER:

Rasheda Deloney 4.12.24
 Rasheda Deloney Date
 Director Labor Relations

FOR THE UNION:

Sarah Maxwell 4/12/24
 Sarah Maxwell Date
 President, AFSCME Local #9

David Bard 4.12.24

David Bard Date
 Field Representative

